

# United States Treaties and Other International Agreements



VOLUME 35

IN SIX PARTS

Part 4

1983–1984

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and published by authority of law  
(l U.S.C. § 112a)  
under the direction  
of the Secretary of State*

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

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



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**INDIA**

**Judicial Assistance**

*Agreements related to the agreement of August 19, 1977.*  
*Effectuated by exchange of letters*  
*Signed at Washington March 28 and April 17, 1979;*  
*Entered into force April 17, 1979.*  
*And exchange of letters*  
*Signed at Washington November 18 and December 10, 1981;*  
*Entered into force December 10, 1981.*

*The Economic Minister, Embassy of India to the Assistant Attorney General*

R. L. Misra,  
Minister (Economic)



मार्तीर राजदूतावास  
शाश्वतन, श्री० सी०  
EMBASSY OF INDIA  
(ECONOMIC WING)  
WASHINGTON, D. C. 20008

March 28, 1979.

Dear Mr. Assistant Attorney General,

I have the honour to refer to the Agreement on Procedures for Mutual Assistance between the United States Department of Justice and the Ministry of Home Affairs of India, signed in Washington on the 18th day of August, 1977, in connection with matters relating to the Boeing Company.<sup>[1]</sup> In accordance with the provisions of paragraph 13 of the aforementioned Agreement, the Ministry of Home Affairs, Government of India, request that the operation of the Agreement be extended to include alleged illicit acts pertaining to transactions between Phillips Petroleum Company and Cochin Refineries Ltd.

The Ministry of Home Affairs, Government of India, undertakes to exchange information relating to the Phillips Petroleum Co. under the same terms and conditions as those contained in the aforementioned Agreement.

Please accept assurances of my highest consideration.

Sincerely,  
  
(R. L. Misra)

Mr. Philip B. Heymann,  
Assistant Attorney General,  
Criminal Division,  
U.S. Department of Justice,  
Washington, D.C. 20530.

<sup>1</sup> Should read "19th" day of August. TIAS 8726; 28 UST 7497.

*The Assistant Attorney General to the Economic Minister, Embassy of  
India*



United States Department of Justice

ASSISTANT ATTORNEY GENERAL  
CRIMINAL DIVISION  
WASHINGTON, D.C. 20530

APR 17 1979

The Honorable  
R. L. Misra  
Minister of the Embassy  
of India  
Washington, D.C. 20008

Dear Mr. Minister:

I have the honor to refer to your letter of March 28, 1979, which states in pertinent part as follows:

"I have the honour to refer to the Agreement on Procedures for Mutual Assistance between the United States Department of Justice and the Ministry of Home Affairs of India, signed in Washington on the 18th day of August, 1977, in connection with matters relating to the Boeing Company. In accordance with the provisions of paragraph 13 of the aforementioned Agreement, the Ministry of Home Affairs, Government of India, request that the operation of the Agreement be extended to include alleged illicit acts pertaining to transactions between Phillips Petroleum Company and Cochin Refineries Ltd.

The Ministry of Home Affairs, Government of India, undertakes to exchange information relating to the Phillips Petroleum Co. under the same terms and conditions as those contained in the aforementioned Agreement."

This letter of reply concerning the proposed extension of the Agreement of August 19, 1977, so as to include the activities of the Phillips Petroleum Company and Cochin Refineries Ltd., as requested in your above-mentioned letter of March 28, 1979, constitutes an agreement between the Ministry of Home Affairs of India and the United States Department of Justice effective this date.

Please accept the renewed assurances of my consideration.

Sincerely,

Philip B. Heymann  
Assistant Attorney General

TIAS 10878

*The Indian Deputy Chief of Mission to the Assistant Attorney General*

DEPUTY CHIEF OF MISSION

EMBASSY OF INDIA  
2107 MASSACHUSETTS AVE. N.W.  
WASHINGTON, D. C. 20008

No. I AS/POL/204/2/81

November 18, 1981.

Dear Mr. Assistant Attorney General,

I have the honour to refer to the Agreement on Procedure for Mutual Assistance between the United States Department of Justice and the Ministry of Home Affairs of India, signed in Washington on the 18th day of August, 1977, in connection with matters relating to the Boeing Company. In accordance with the provisions of paragraph 13 of the aforementioned Agreement, the Ministry of Home Affairs, Government of India, request that the operation of the Agreement be extended to include investigation of alleged illicit acts of Goodyear India Limited.

The Ministry of Home Affairs, Government of India, undertakes to exchange information relating to the Goodyear India Limited under the same terms and conditions as those contained in the aforementioned Agreement.

Please accept assurances of my highest consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "A.H.D. HAKSAR".

( A.H.D. HAKSAR )

Mr. D. Lowell Jensen,  
Assistant Attorney General,  
Criminal Division,  
US Department of Justice,  
Washington, D.C. 20530

Mar. 28, 1979

Apr. 17, 1979

3725

*The Assistant Attorney General to the Indian Deputy Chief of Mission*

U.S. Department of Justice

Criminal Division

*Office of the Assistant Attorney General**Washington D.C. 20530*

Mr. A.N.D. Haksar  
Deputy Chief of Mission  
Embassy of India  
2107 Massachusetts Avenue, N.W.  
Washington, D.C. 20008

Dear Mr. Haksar:

I have the honor to refer to your letter of November 18, 1981, which states in pertinent part as follows:

"I have the honour to refer to the Agreement on Procedure for Mutual Assistance between the United States Department of Justice and the Ministry of Home Affairs of India, signed in Washington on the 18th day of August, 1977, in connection with matters relating to the Boeing Company. In accordance with the provisions of paragraph 13 of the aforementioned Agreement, the Ministry of Home Affairs, Government of India, request that the operation of the Agreement be extended to include investigation of alleged illicit acts of Goodyear India Limited.

The Ministry of Home Affairs, Government of India, undertakes to exchange information relating to the Goodyear India Limited under the same terms and conditions as those contained in the aforementioned Agreement."

This letter of reply concerning the proposed extension of the Agreement of August 18, 1977, to include investigation of alleged illicit acts of Goodyear India Limited, as requested in your above-mentioned letter of November 18, 1981, constitutes an Agreement between the United States Department of Justice and the Ministry of Home Affairs, Government of India, effective as of this date.

Please accept the renewed assurances of my consideration.

Sincerely,  
*D. Lowell Jensen*

D. Lowell Jensen  
Assistant Attorney General  
Criminal Division

**MULTILATERAL**  
**General Agreement on Tariffs and Trade**

*Protocol for the accession of the Philippines to the agreement of  
October 30, 1947.*

*Done at Geneva November 26, 1979;  
Entered into force December 27, 1979.*

GENERAL AGREEMENT ON TARIFFS AND TRADE  
ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

PROTOCOL

FOR THE ACCESSION OF THE PHILIPPINES  
TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

PROTOCOLE

D'ACCESSION DES PHILIPPINES  
A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

26 November 1979  
Geneva

PROTOCOL FOR THE ACCESSION OF THE PHILIPPINES  
TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE [1]

The governments which are contracting parties to the General Agreement on Tariffs and Trade (hereinafter referred to as "contracting parties" and "the General Agreement", respectively), the European Economic Community and the Government of the Republic of the Philippines (hereinafter referred to as "the Philippines"),

Having regard to the results of the negotiations directed towards the accession of the Philippines to the General Agreement,

Have through their representatives agreed as follows:

Part I - General

1. The Philippines shall, upon entry into force of this Protocol pursuant to paragraph 7, become a contracting party to the General Agreement, as defined in Article XXXII thereof, and shall apply to contracting parties provisionally and subject to this Protocol:

(a) Parts I, III and IV 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 of the General Agreement 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 to contracting parties by the Philippines shall, except as 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 or otherwise modified by such instruments as may have become effective on the day on which the Philippines becomes a contracting party.

(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 the Philippines shall be the date of this Protocol.

3. The Philippines intends to bring into line with Article III of the General Agreement, the sales and specific taxes with respect to the items listed in document L/4724/Add.1 whose rates, in accordance with the relevant sections of Titles IV and V of the Philippines Internal Revenue Code in force on the date of this Protocol, vary according to whether the items are locally manufactured

<sup>1</sup> TIAS 1700; 61 Stat., pts. 5 and 6.

or imported and will endeavour to do so as soon as possible in the light of its development, financial and trade needs. If by 31 December 1984, the above-mentioned taxes are still in effect with differential rates for imported items, the matter will be reviewed by the CONTRACTING PARTIES.

Part II - Schedule

4. The schedule in the Annex shall, upon the entry into force of this Protocol, become a Schedule to the General Agreement relating to the Philippines.

5. (a) In each case in which paragraph 1 of Article II of the General Agreement refers to the date of that Agreement, the applicable date in respect of each product which is the subject of a concession provided for in the Schedule annexed to this Protocol shall be 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 Schedule annexed to this Protocol shall be the date of this Protocol.

Part III - Final Provisions

6. This Protocol shall be deposited with the Director-General to the CONTRACTING PARTIES. It shall be open for signature by the Philippines until 1 December 1979. It shall also be open for signature by contracting parties and by the European Economic Community.

7. This Protocol shall enter into force on the thirtieth day following the day upon which it shall have been signed by the Philippines.<sup>[1]</sup>

8. The Philippines, having 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 Director-General. Such accession shall take effect on the day on which the General Agreement enters into force pursuant to Article XXVI 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 XXXII of that Agreement, be regarded as acceptance of the Agreement pursuant to paragraph 4 of Article XXVI thereof.

9. The Philippines may withdraw its provisional application of the General Agreement prior to its accession thereto pursuant to paragraph 8 and such withdrawal shall take effect on the sixtieth day following the day on which written notice thereof is received by the Director-General.

10. The Director-General shall promptly furnish a certified copy of this Protocol and a notification of each signature thereto, pursuant to paragraph 6, to each contracting party, to the European Economic Community, to the Philippines and to each government which shall have acceded provisionally to the General Agreement.

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<sup>1</sup> Dec. 27, 1979.

ii. This Protocol shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.<sup>[1]</sup>

Done at Geneva this twenty-sixth day of November one thousand nine hundred and seventy-nine, in a single copy, in the English and French languages, except as otherwise specified with respect to the Schedule annexed hereto, both texts being authentic.

---

<sup>1</sup> TS 993; 59 Stat. 1053.

PROTOCOLE D'ACCESSION DES PHILIPPINES 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 et le gouvernement de la République des Philippines (dénommé ci-après "les Philippines"),

Eu égard aux résultats des négociations menées en vue de l'accession des Philippines à l'Accord général,

Sont convenus, par l'intermédiaire de leurs représentants, des dispositions suivantes:

Première Partie - Dispositions générales

1. A compter de la date à laquelle le présent Protocole entrera en vigueur conformément au paragraphe 7 ci-après, les Philippines seront partie contractante à l'Accord général au sens de l'article XXXII dudit Accord et appliqueront aux parties contractantes, à titre provisoire et sous réserve des dispositions du présent Protocole:

- a) Les Parties I, III et IV de l'Accord général;
- b) La Partie II de l'Accord général dans toute la mesure compatible avec leur législation existant à la date du présent Protocole.

Les obligations stipulées au paragraphe 1 de l'article premier par référence à l'article III et celles qui sont stipulées au paragraphe 2 b) de l'article II par référence à l'article VI de l'Accord général seront considérées, aux fins du présent paragraphe, comme relevant de la Partie II de l'Accord général.

2. a) Les dispositions de l'Accord général qui devront être appliquées aux parties contractantes par les Philippines 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, telles qu'elles auront été rectifiées, amendées ou autrement modifiées par des instruments qui seront devenus effectifs à la date à laquelle les Philippines deviendront partie contractante.

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 les Philippines sera la date du présent Protocole.

3. Les Philippines ont l'intention d'harmoniser avec les dispositions de l'article III de l'Accord général la taxe sur les ventes et la taxe spécifique applicables aux produits repris dans le document L/4724/Add.1 et dont les taux, conformément aux articles pertinents des Chapitres IV et V du Code des impôts des Philippines en vigueur à la date du présent Protocole, varient selon que les produits sont fabriqués dans le pays ou importés et s'efforceront de le faire dès que possible, compte tenu des besoins de leur développement, de leurs finances et de leur commerce. Si, à la date du 31 décembre 1984, les taxes susmentionnées sont encore en vigueur et appliquées à des taux différents aux produits importés, la question sera examinée par les PARTIES CONTRACTANTES.

Deuxième Partie - Liste

4. La liste reproduite à l'annexe deviendra Liste des Philippines annexée à l'Accord général dès l'entrée en vigueur du présent Protocole.

5. a) Dans chaque cas où le paragraphe 1 de l'article II de l'Accord général mentionne la date dudit Accord, la date applicable en ce qui concerne chaque produit faisant l'objet d'une concession reprise dans la liste annexée au présent Protocole sera la date du présent Protocole.

b) Dans le cas du paragraphe 6 a) de l'article II de l'Accord général qui mentionne la date dudit Accord, la date applicable en ce qui concerne la liste annexée au présent Protocole sera la date du présent Protocole.

Troisième Partie - Dispositions finales

6. Le présent Protocole sera déposé auprès du Directeur général des PARTIES CONTRACTANTES. Il sera ouvert à la signature des Philippines jusqu'au 1er décembre 1979. Il sera également ouvert à la signature des parties contractantes et de la Communauté économique européenne.

7. Le présent Protocole entrera en vigueur le trentième jour qui suivra celui où il aura été signé par les Philippines.

8. Les Philippines étant devenues partie contractante à l'Accord général conformément au paragraphe 1 du présent Protocole, pourront accéder audit Accord selon les clauses applicables du présent Protocole, en déposant un instrument d'accèsion auprès du Directeur général. L'accèsion prendra effet à la date à laquelle l'Accord général entrera en vigueur conformément aux dispositions de l'article XXVI, ou le trentième jour qui suivra celui du dépôt de l'instrument d'accèsion si cette date est postérieure à la première. L'accèsion à l'Accord général conformément au présent paragraphe sera considérée, aux fins de l'application du paragraphe 2 de l'article XXXII dudit Accord, comme une acceptation de l'Accord conformément au paragraphe 4 de l'article XXVI dudit Accord.

9. Les Philippines pourront, avant leur accession à l'Accord général conformément aux dispositions du paragraphe 8, dénoncer leur application provisoire dudit Accord; une telle dénonciation prendra effet le soixantième jour qui suivra celui où le Directeur général en aura reçu notification par écrit.

10. Le Directeur général remettra sans retard à chaque partie contractante, à la Communauté économique européenne, aux Philippines et à chaque gouvernement qui aura accédé à l'Accord général à titre provisoire, une copie certifiée conforme du présent Protocole et une notification de chaque signature dudit Protocole conformément au paragraphe 6.

11. Le présent Protocole sera enregistré conformément aux dispositions de l'article 102 de la Charte des Nations Unies.

Fait à Genève, le vingt-six novembre mil neuf cent soixante-dix-neuf, en un seul exemplaire, en langues française et anglaise, sauf autre disposition stipulée pour la Liste ci-annexée, les deux textes faisant également foi.

ANNEXSCHEDULE LXXV - PHILIPPINESNOTES

1. This Schedule comprises the concessions/contributions of the Government of the Philippines to the Multilateral Trade Negotiations and for its accession to the General Agreement on Tariffs and Trade.
2. The Government of the Philippines shall implement the concessions/contributions as set forth in the Schedule in accordance with the conditions stipulated in the Geneva (1979) Protocol to the General Agreement on Tariffs and Trade.

The concessions in the Schedule shall be implemented on the effectiveness date of accession of the Philippines to the GATT. The duty reductions in the Schedule shall be implemented in three equal annual installments starting on the effectiveness date of the accession of the Philippines to the GATT.

3. Should concessions from other participants not be fully implemented, the Government of the Philippines reserves its right to act correspondingly.
4. The Philippines reserves the right to modify the rate of duty applicable to any product described in this Schedule in respect of which an internal tax is provided for under Title V of the National Internal Revenue Code of 1977 as amended, to compensate for any deduction or termination of such internal tax, but in no case shall the duty, or duty and internal tax in the aggregate, imposed in respect of any such article exceed an amount equal to the duty provided for in this Schedule plus an amount of which is compensatory for any such deduction or elimination.

ANNEXELISTE LXXV — PHILIPPINESNOTES

1. La présente Liste comprend les concessions/contributions du gouvernement des Philippines relatives aux négociations commerciales multilatérales et à leur accession à l'Accord général sur les tarifs douaniers et le commerce.

2. Le gouvernement des Philippines mettra en vigueur les concessions/contributions reprises dans la Liste conformément aux conditions stipulées dans le Protocole de Genève (1979) annexé à l'Accord général sur les tarifs douaniers et le commerce.

Les concessions reprises dans la Liste seront mises en oeuvre à la date à laquelle l'accession des Philippines à l'Accord général prendra effet. Les abaissements de droits repris dans la Liste seront mis en oeuvre en trois tranches annuelles égales à partir de la date à laquelle l'accession des Philippines à l'Accord général prendra effet.

3. Au cas où des concessions d'un autre participant ne seraient pas pleinement mises en oeuvre, le gouvernement des Philippines se réserve le droit d'agir en conséquence.

4. Les Philippines se réservent le droit de modifier le taux de droit applicable à tout produit repris dans la présente Liste qui est passible d'une taxe intérieure prévue au titre V du Code national des impôts de 1977, dans sa version modifiée, afin de compenser toute déduction ou suppression de ladite taxe intérieure, mais en aucun cas le droit, ou le total du droit et de la taxe intérieure frappant ce produit ne dépassera un montant égal au droit prévu dans la présente Liste additionné d'un montant ayant pour objet de compenser cette déduction ou suppression.

SCHEDULE LXXV - PHILIPPINES

## PART I

Most-Favoured-Nation Tariff

This schedule is authentic only in the English language.

Tariff item number	Description of products	Base rate of duty	Concession rate of duty
ex 02.02	Turkey, killed or dressed, chilled or frozen	70%	50%
ex 07.05 B	Dried green peas in bulk containers	50%	30%
ex 08.04	Grapes, dried	100%	50%
ex 08.06	Apples, fresh	100%	50%
11.07	Malt, roasted or not	30%	30%
12.01 A	Soybeans	10%	10%
ex 12.01 B	Rapeseed	70%	50%
12.06	Hop cones and lupulin	30%	30%
ex 15.02	Tallow	30%	20%
ex 15.07 A	Soybean oil	20%	20%
ex 15.07 B	Cottonseed oil	50%	30%
ex 20.07 A	Orange juice concentrates in bulk containers	30%	30%
ex 21.07 B	Vegetable protein concentrates in bulk containers	100%	50%
ex 23.04 A	Soybean meal	10%	10%
ex 23.04 A	Rapeseed meal	10%	10%
28.10	Phosphorous pentoxide and phosphoric acids	10%	10%
ex 28.22	Electrolytic manganese dioxide	20%	20%

SCHEDULE LXXV - PHILIPPINES

## PART I

Most-Favoured-Nation Tariff

Tariff item number	Description of products	Base rate of duty	Concession rate of duty
28.25	Titanium dioxide	20%	20%
ex 28.28	Vanadium pentoxide	20%	20%
ex 29.01	Hydrocarbons, chemically pure (e.g. acetylene)	10%	10%
ex 29.15 A	Polycarboxylic acids and their anhydride, halides, peroxides, and peracids and their halogenated, sulphonated, nitrated or nitrosated derivatives except phthalate esters and phthalic anhydrides	10%	10%
29.39	Hormones, natural or reproduced by synthesis; derivatives thereof, used primarily as hormones; other steroids used primarily as hormones	10%	10%
ex 30.03	Erythromycin	20%	20%
ex 32.05	Food color	20%	20%
ex 32.06	Artificial color lakes	20%	20%
ex 32.07	Pigments	20%	20%
ex 33.04	Synthetic flavor materials and others for drug, food, drink and related use	50%	30%
ex 35.02	Albumin	20%	30%
ex 35.04	Vegetable protein isolates	30%	20%
ex 38.11 A	Fungicides, other than medicinal	20%	10%
ex 39.03	Cellulosics (excluding vulcanized fiber, cellophane and celluloid sheets and strips)	30%	30%

SCHEDULE LXXV - PHILIPPINES

## PART I

Most-Favoured-Nation Tariff

Tariff item number	Description of products	Base rate of duty	Concession rate of duty
ex 40.11 A	Tractor tubes other than sizes 5.50-16, 600-16 and 11.2/10-36	30%	30%
ex 48.01 A3	Kraft paper, other than those wholly of sulfate	100%	50%
ex 48.07 A	Clay coated boxboard in rolls or sheets	30%	30%
ex 48.07 A	Carbonless copying paper in rolls or sheets	30%	30%
55.01	Cotton (other than linters) not carded or combed	10%	20%
ex 68.13 A	Asbestos packing and gaskets	30%	30%
ex 68.13 A	Other asbestos, nes excluding building materials	30%	30%
70.06 A	Colored float glass 10" x 24" and 6" x 24" with maximum thickness of 4 mm.	50%	50%
70.14 B	Glass globes and cylinders for kerosene air pressure lamps	50%	50%
76.09	Reservoirs, tanks and vats and similar containers, for any material (other than compressed or liquefied gas), of aluminum of a capacity exceeding 300 l, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	50%	50%
ex 83.01	Locks, padlocks, spring livebolt latches and parts thereof of base metals (excluding locks for drawers, cabinets and other furniture)	30%	30%

SCHEDULE LXXV - PHILIPPINES

## PART I

Most-Favoured-Nation Tariff

Tariff item number	Description of products	Base rate of duty	Concession rate of duty
ex 84.06 A-1	Parts of internal combustion engines (except cylinder liners or sleeves and engine valves)	10%	10%
ex 84.11 A	Portable or stationary air compressors and vacuum pumps with free air delivery of over 33 cfm; open type compressors rated over 400,000 BTU/Hr; hermetically sealed compressors with ratings over 400,000 BTU/Hr; air pumps	30%	30%
ex 84.11 B	Air pumps, vacuum pumps and air or gas compressor parts	30%	30%
ex 84.11 C	Other vacuum pumps and air or gas compressors	50%	50%
84.16	Calendering and similar rolling machines (other than metal-working and metal-rolling machines and glass-working machines) and cylinders therefor	10%	30%
ex 84.18	Centrifuges, filtering and purifying apparatus, water filtration and purification equipment except water filters (sand type, pressure or gravity) and air cleaner for motor vehicle	10%	20%
ex 84.19 A	Bottling machines including those for filling, closing, sealing, capsuling or labelling bottles, cans, bags, and similar containers	10%	10%
ex 84.20	Weighing machinery (excluding balances of a sensitivity of 5 cg. or better) including weight-operated counting and checking machines	20%	20%
ex 84.28	Poultry equipment including incubators and brooders	10%	20%

SCHEDULE LXXV - PHILIPPINES

## PART I

Most-Favoured-Nation Tariff

Tariff item number	Description of products	Base rate of duty	Concession rate of duty
ex 84.30	Food and beverage processing machinery (excluding food and meat grinders and choppers)	30%	30%
84.32	Book-binding machinery, including book-sewing machines	10%	30%
ex 84.34	Machinery, apparatus and accessories for type-founding or type-setting; machinery (other than the machine tools of sub-group 728.1 or group 736) for preparing or working printing blocks, plates or cylinders	10%	10%
ex 84.36	Machinery for preparing textile fibres including textile spinning and twisting machines; textile doubling, throwing and reeling machines	10%	10%
ex 84.41 A	Head assembly of industrial sewing machines	20%	30%
84.42	Machinery (other than sewing machines) for preparing, tanning or working hides, skins or leather (including boot and shoe machinery)	10%	30%
ex 84.48	Parts of sawmill and logging machinery and equipment	10%	10%
ex 84.52	Accounting and bookkeeping machines	20%	20%
ex 84.53	Automatic data processing machines and units thereof; magnetic or optical readers, machines for transcribing data onto data media in coded form and machines for processing such data, nes (electronic data processing machines)	20%	20%

SCHEDULE LXXV - PHILIPPINES

## PART I

Most-Favoured Nation Tariff

Tariff item number	Description of products	Base rate of duty	Concession rate of duty
84.62	Ball, roller or needle roller bearings	10%	10%
ex 84.63	Shafts, gearing, gear-boxes, fly-wheels, clutches, pulleys, bearing blocks, shims, and other transmission equipment for machinery	10%	30%
ex 85.01 B	Generators (dynamos, alternators and turbo generators)	30%	30%
ex 85.13	Telephone apparatus excluding telephone sets	30%	30%
ex 85.13	Telegraph apparatus	30%	20%
ex 85.19 B	Electrical apparatus for making and breaking circuits, fixed and variable potentiometers, printed circuit board; switches except switches of a kind used in domestic electrical wiring; and switch-board and control panels	50%	50%
87.01 A	Tractors other than power tillers or walking tractors or hand tractors	10%	10%
ex 87.06	Oil seals and grease retainers for car and truck	30%	30%
ex 88.02	Airplanes	10%	10%
90.17	Medical, dental, surgical and veterinary instruments and apparatus (including electro-medical apparatus and ophthalmic instruments)	10%	10%

SCHEDULE LXXV - PHILIPPINES

## PART I

Most-Favoured-Nation Tariff

Tariff item number	Description of products	Base rate of duty	Concession rate of duty
ex 90.28	Electronic measuring, checking, analyzing or automatically controlling instruments and apparatus, nes, other than electronic automatic regulators and electronic instruments and apparatus for measuring or detecting ionizing radiation	20%	20%
ex 90.28	Electrical (non-electronic) measuring, checking, analyzing, or automatically controlling instruments and apparatus, nes, other than electro-mechanical (non-electronic) automatic regulators (control units)	20%	30%
ex 90.28	Electronic instruments for measuring or detecting ionizing radiations	20%	20%
ex 90.29 A	Parts and accessories for measuring, controlling and scientific instruments	20%	30%
98.05 A	Pencil leads, rubber erasers and metal ferrules for pencil manufacture; tailors' chalks	30%	30%

SCHEDULE LXXV — PHILIPPINES

PART II

Preferential Tariff

I hereby certify that the foregoing text is a true copy of the Protocol for the Accession of the Philippines, done at Geneva on 26 November 1979, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Protocole d'accession des Philippines, établi à Genève le 26 novembre 1979, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

A handwritten signature in black ink, appearing to read "O. LONG".

O. LONG

*Director-General  
Geneva*

*Directeur général  
Genève*

## **SPAIN**

**Defense: Territorial Command Net (TCN)**

*Cover agreement signed at Madrid July 24, 1980;  
Entered into force July 24, 1980.  
With annexes.*

COVER AGREEMENT ON THE TERRITORIAL COMMAND NET

To resolve differences that have arisen with respect to the Territorial Command Net (TCN) installed pursuant to a Memorandum of Understanding between Spain and the United States, dated May 5, 1972,<sup>[1]</sup> the Governments of Spain and the United States agree as follows:

1. The United States Army and the Spanish Army agree that the Territorial Command Net system should function to the operational standards of performance which would be required if it were to be accepted as a United States Army system. These operational performance standards, provided by the United States Army, are set forth in the Territorial Command Net Performance Evaluation Plan attached as Annex B. In accordance with Annex B, the United States and Spanish Armies will ensure that the system meets these standards. The provisions of paragraph III.(G) of Annex B apply for the correction of deficiencies which might cause the system to fail to meet the standards. The system will be fully accepted by the Government of Spain once it has been demonstrated that it is capable of meeting the objective agreed to in this paragraph by both Armies.

2. The United States Army will provide an operations and maintenance advisory and assistance team for a maximum of one year at no cost to the Government of Spain as set forth in Annex C. After that time the United States Government shall have no further obligation to provide, at its expense, operations and maintenance assistance to Spain with respect to the Territorial Command Net, except as

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<sup>1</sup> Not printed.

provided in paragraph III.(G) of Annex B. The Spanish Army will continue to operate and maintain the Territorial Command Net and will provide the support indicated in Annexes B and C and all other support requested by the United States Army, within the limits of the capabilities of the Spanish Army, in order to achieve the objectives set forth in paragraph 1 above.

3. Without relation to what is agreed to above, the United States and Spain will submit to mediation any and all remaining or outstanding technical, financial and legal differences between them relating to the Territorial Command Net in accordance with the terms of reference for mediation attached as Annex A.

4. By their signature of this Agreement, the two Governments approve and agree to the terms of reference for mediation.

5. The terms of reference for mediation shall enter into force on a date agreed upon by the two Governments.

MADRID, The 24th of July 1980

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

*Terence A. Todman* [1]

[SEAL]

FOR THE GOVERNMENT OF  
SPAIN:

*José Joaquín Puig de la Bellacasa* [2]

[SEAL]

<sup>1</sup> Terence A. Todman.

<sup>2</sup> Jose Joaquin Puig de la Bellacasa.

ANNEX ATERMS OF REFERENCE FOR MEDIATION OF PROBLEMS  
OF THE TERRITORIAL COMMAND NET

1. Parties. The parties to the mediation shall be the Governments of the United States and Spain. The United States shall use its best efforts to secure the cooperation of the Federal Electric Corporation (FEC).

2. Appointment of Mediator.

(A) There shall be a single Mediator, appointed by agreement of the parties as soon as possible after the entry into force of these terms of reference. The Mediator shall not be Spanish or American by birth or citizenship, shall not be a resident of Spain or of the United States, and shall speak Spanish and English. If the parties fail to agree upon a Mediator within a reasonable time, the United States-Spanish Council shall decide on procedures for selecting a Mediator.

(B) The parties and the Mediator shall confirm in writing the appointment of the Mediator and the terms (including approximate fee) on which he has agreed to serve.

3. Role of the Mediator. The Mediator shall, in accordance with these terms of reference, consider the issues in dispute and, within seven (7) months, render a report to the parties containing his recommendations with respect to such issues and a statement of reasons in support of his recommendations. In preparing his recommendations, the Mediator shall take into account the pertinent legal documents, the equities, and the facts underlying the dispute. The Mediator's report shall be in writing, in the English and Spanish languages. The recommendations of the Mediator shall not be binding, and neither party shall be bound to execute them.

4. Issues to be Mediated.

(A) Within 30 days after the terms of reference enter into force, each party shall submit to the other party a list of specific issues on which mediation is sought. The list shall state, with respect to each issue, the problem and the relief sought. After the lists have been exchanged, the parties will meet to see whether and to what extent they can narrow the issues in dispute and agree on a common statement of the issues. Within 30 days after the exchange of lists, the parties shall submit a statement of the issues to the Mediator.

(B) Within 90 days after the parties have submitted a statement of issues to the Mediator, each party shall submit to the Mediator and the other party a written memorial stating, with respect to each specific issue as to which that party seeks mediation, the pertinent facts, the documents or other evidence on which the party relies, and arguments of law.

5. Appointment of Official Representative. Each party shall promptly appoint an Official Representative with respect to the mediation, and shall notify the Mediator and the other party of the name, position, and address of its Representative. Notices, documents, or other communications for a party shall be delivered to the Representative of that party.

6. Authority of Mediator. The Mediator is authorized:

(A) To invite the parties to meet with him or to communicate in writing with them; and to have oral discussions or to communicate in writing with non-parties;

(B) To request documents and information from either party and from non-parties;

(C) To ask either party to submit to him an additional written statement of its position on a particular issue; and

(D) To engage the services of experts, provided that he first obtain the prior agreement of the parties.

Any documents provided to the Mediator shall be simultaneously provided to the other party. Any documents provided to the Mediator by a non-party shall be provided to both parties by the Mediator. Each party shall be invited to be present at any meeting between the Mediator and the other party or the Mediator and a non-party.

7. Use and Disclosure of Information. Documents and information submitted to the Mediator shall be submitted solely for use in the mediation and shall not be used by either party or by the Mediator for any other purpose nor disclosed to anyone not a party without the prior written consent of the party furnishing the documents or information.

8. Cooperation of Parties. The parties shall in good faith endeavor to comply with requests by the Mediator to submit documents, written statements, and information; to attend meetings; to make officials and experts available for interviews; and otherwise to cooperate with him.

9. Termination of the Mediation. The mediation proceedings will terminate:

- (A) By a written declaration of both parties addressed to the Mediator terminating the proceedings; or
- (B) Upon delivery of the Mediator's report.

10. Relevance of Mediation in other Proceedings. With respect to any future arbitration or judicial proceedings involving the Territorial Command Net dispute, neither party shall without the consent of the other party be entitled to rely upon, refer to, or to introduce as evidence the Mediator's report; views expressed by or admissions made by the other party in the course of the mediation; views expressed by or proposals made by the mediator; or any documents, written statements, or information submitted in the mediation that cannot otherwise be obtained in the course of such proceeding. The Mediator may not serve in any capacity in any other proceedings related to the Territorial Command Net dispute or be called as a witness by a party with respect to such dispute, except by agreement of the parties.

11. Costs.

(A) The costs incurred in connection with the mediation shall be borne equally by the parties. For the purposes of this paragraph, "costs" shall include only:

- (1) The fee of the Mediator;
- (2) The travel and other expenses of the Mediator and of any witnesses (other than those employed by either party) requested by the Mediator after consultation with the parties;
- (3) The fees, travel, and other expenses of expert services (other than those provided by employees of either party) engaged by the Mediator and agreed to by the parties;
- (4) The cost of providing administrative facilities to the Mediator;
- (5) Such other expenses as may be agreed to by the parties.

(B) All other costs shall be borne by the party incurring them.

(C) The parties, in consultation with the Mediator, shall agree upon procedures for making funds available for the timely payment of the costs described above, and for a final accounting and settlement of all such costs.

ANNEX BTERRITORIAL COMMAND NET  
PERFORMANCE EVALUATION PLAN

I. Purpose. The purpose of this plan is to describe the manner in which the Territorial Command Net (TCN) can be verified as being capable of meeting the United States Army operational standards which are set forth in Enclosure 1. Implementation of this Plan will be pursuant to the Agreement of which this Plan is an Annex.

II. Background. Pursuant to system testing conducted by the United States Army in 1977-78 and by the Defense Communications Agency in 1979, the United States Government identified specific Territorial Command Net deficiencies to be corrected by the contractor, Federal Electric Corporation (FEC). These deficiencies are listed in the Settlement Agreement of 23 April 1979 between the Federal Electric Corporation and the United States Army. Upon correction of these deficiencies, the Territorial Command Net can meet the United States Army operational standards in Enclosure 1, contingent on operation and maintenance by the Spanish Army and Navy as stated in III.A. below.

III. Concept.

(A) The Spanish Army and Navy will operate and maintain the Territorial Command Net in accordance with existing procedures that were developed by the Spanish Army with the cooperation of the United States Army.

(B) The United States Army will carry out the "Plan for United States Army Management Assistance to the Spanish Army and Navy in the Operation and Maintenance of the Territorial Command Net."

(C) The United States Army operational standards desired by the Spanish Government for verification of the Territorial Command Net performance capability are described in Enclosure 1 and are expressed in terms of operating level limits. They are extracted from Defense Communications Agency Circular No. 300-175-9, "DCS Operating-Maintenance Electrical Performance Standards," dated December 1977. This circular establishes the electrical performance parameters for the Department of Defense systems similar to the Territorial Command Net. The operating levels listed therein normally differ from the design levels, making allowances for the natural aging of equipment which causes the deviations in performance that are to be expected in any operational system.

(D) Throughout the period of the effort referred to in paragraph III.(B) above, the United States Army will assist the Spanish Army and Navy in evaluating the Territorial Command Net against the operational performance standards in the Enclosure. The sources of data for such evaluation will be:

(1) On-site observation and testing to be conducted by Spanish Army and Navy personnel incident to the performance of operation and maintenance.

(2) Acceptance testing previously conducted by the United States Army.

(3) Testing previously conducted by the Defense Communications Agency. Evaluation will be accomplished in accordance with procedures in the Enclosure, and will include verification of the correction of the deficiencies identified in the aforementioned Settlement Agreement of 23 April 1979.

(E) The Spanish Army, with United States Army participation, will brief the Spanish Ministry of Defense on a quarterly basis to provide information on the status of actions described in this Plan and the results therefrom. The Spanish Army Territorial Command Net Project Manager will be given the same briefings, also with United States Army participation, but on a biweekly basis.

(F) The Officer-in-Charge will work directly with the Spanish Territorial Command Net Project Manager and other officials designated by the Project Manager, and will report officially to the Chief, United States Army Communications Systems Agency Territorial Command Net Field Office.

(G) To the extent that the system demonstrates failures in meeting the operational standards in Enclosure 1 for causes other than the deficiencies in the 23 April 1979 Settlement Agreement between the United States Army and the Federal Electric Corporation, judged by the United States Army Territorial Command Net Project Manager to be the responsibility of the United States Army, such causes shall be corrected by the United States Army in accordance with existing United States Department of Defense procedures.

(H) On or before one year after its deployment, the United States Army team will have completed the system evaluation described in this Plan, and the United States Army Territorial Command Net Project Manager will have submitted to the Spanish Territorial Command Net Project Manager recommendations for corrective action which may be required. Within a reasonable time after completion of the evaluation and submission of the recommendations, the United States Government will forward to the Spanish Government a report which summarizes the results of the evaluation and the recommendations.

(I) In connection with the performance of the functions in this Plan, the United States Army team personnel will receive from the Spanish Army without charge the administrative and logistic support described in the "Plan for United States Army Management Assistance to the Spanish Army and Navy in the Operation and Maintenance of the Territorial Command Net."

(J) Funding for this Plan will be as for the "Plan for United States Army Management Assistance to the Spanish Army and Navy in the Operation and Maintenance of the Territorial Command Net."

Enclosure: United States Army Operational Performance Standards for Territorial Command Net

ENCLOSURE TO ANNEX B OF THE AGREEMENTON THE TERRITORIAL COMMAND NETUNITED STATES ARMY OPERATIONAL PERFORMANCE STANDARDSFOR THE TERRITORIAL COMMAND NET

## ICN OPERATIONAL PERFORMANCE STANDARDS

CHARACTERISTICS	UNIT OF MEASURE	V1 LIMIT *	V2 LIMIT **	D2 LIMIT ***	REMARKS	SCHEDULE
Voice frequency channel noise (MAX)	dBm $\emptyset$	48	Same as V1	47	See Attachment 1 to this inclosure for figures applicable to each trunk.	D
Insertion loss vs frequency	dB	-8 to +20 $\emptyset$ 0.4 to 2.8 kHz.	-3 to +8 $\emptyset$ 0.3 to 3.0 kHz.	-2 to +6 $\emptyset$ 0.3 to 2.7 kHz.  -3 to +12 $\emptyset$ 0.3 to 3.0 kHz.	Reference 1000 or 1004 Hz.	D
		-7 to +12 $\emptyset$ 0.6 to 2.4 kHz.	-1 to +3 $\emptyset$ 0.7 to 2.3 kHz.	-1 to +3 $\emptyset$ 1.0 to 2.4 kHz.	Out of Service	Q
Transmission level/composite transmission level	dBm $\emptyset$	+1.5 Send -11.1 Receive, except -7.1 Receive at Sites 13 & 13 M	Same as V1	For VFCT circuits, see Attachment 2 to this inclosure for levels at each site (in dBm).	Out of Service for V1 and V2. In Service for D2.	Q
Net Loss Variation	dB	$\pm$ 4	$\pm$ 2	$\pm$ 4	Out of Service	Q
Crosstalk: Intelligible -	dB	55 or more below signal	Same as V1	N/A	Out of Service	Q
Unintelligible -	dBm $\emptyset$	48 or less	Same as V1	N/A	Out of Service	Q

INCLOSURE TO ANNEX B

## TCN OPERATIONAL PERFORMANCE STANDARDS

CHARACTERISTICS	UNIT OF MEASURE	V1 LIMIT *	V2 LIMIT **	D2 LIMIT ***	REMARKS	SCHEDULE
TTY maximum total peak distortion	\$	N/A	N/A	N/A	20 <sup>b</sup> In Service (live traffic) Out of Service	72 Q
TTY maximum mark and space bias distortion	\$	N/A	N/A	N/A	5 <sup>b</sup> In Service (live traffic) Out of Service	72 Q
Out of band signaling level	dBm <sup>#</sup>	-20 ± 2	-20 ± 2	N/A	Reset levels as necessary Out of Service	Q
Phase jitter (peak to peak)	degrees	N/A	N/A	15	Out of Service	Q
Maximum envelope delay distortion	micro-second	N/A	N/A	1750 <sup>c</sup> 0.8 to 2.6 kHz. 1000 <sup>c</sup> 1.0 to 2.4 kHz.	Out of Service	Q
Maximum change in audio frequency	Hz	+ 5	+ 5	+ 5	Out of Service	Q

## TCN OPERATIONAL PERFORMANCE STANDARDS

CHARACTERISTICS	UNIT OF MEASURE	V1 LIMIT *	V2 LIMIT **	D2 LIMIT ***	REMARKS	SCHEDULE
Total harmonic distortion	dB below reference	30 or more	Same as V1	Same as V1	Reference tone of 704 Hz introduced at -10 dBm $\phi$ . Out of Service	S
Impulse noise	Maximum counts in 15 minutes above reference level	N/A	N/A	15	Reference level: 71 dBm $\phi$ . Out of Service	S
Data error rate at 1200 baud	bits	N/A	N/A	10 <sup>-5</sup>	Out of Service	S

## FOOTNOTES:

- \*V1: User to user voice grade circuit.
- \*\*V2: User to automatic tandem switch voice circuit.  
Tandem switch to tandem switch voice circuit.
- \*\*\*D2: 1200 baud data circuit.  
12 channel VFCL circuit.

## SCHEDULE:

- D: Daily
- Q: Quarterly
- S: Semi-annually
- 72: 72 hours

TCN TRUNK PERFORMANCE

TRUNK	END-END	LINKS	DIST KM	MEDIAN TOTAL TRUNK NOISE (NOTE 1)	
				PWP	dBrncl $\beta$
11FM01	1-13M	M01, M15	112	989	30
11FM03	17M-17R	M18	29	548	27
11FM04	13A-13M	M15	8	588	28
11FM05	13A-13M	M15	8	588	28
11FM06	13-13M	M14	0.4	556	27
11FJ01	17MA-17R	R01, M20, M19	130	700	28
11UM01	8-19	D05, M21	32	634	28
11UM02	1-13A	M01	104	641	28
11UM03	7-17R	M09	221	537	27
11UM04	7-18	M10	49	523	27
11UM05	17-17R	M17	29	544	27
11UM06	6-17R	D04	307	478	27
11UM07	6-16	M08	60	557	27
11UM08	1-15	M01, M15, M14	112	1235	31
11UM09	13-13A	M14, M15	8	834	29
11UT01	7-8	T06	281	652	28
11UT02	1-8	T02	196	666	28
11UT03	1-8	T02	196	666	28
11UZ01	1-8	T07, M11, T09, T03	536	1440	32
11UZ02	8-17R	T06, M09	502	879	29
11UZ03	8-13	T02, M01, M15, M14	308	1661	32
11UZ04	8-13A	T02, M01	300	1068	30
11UZ06	1-17R	T02, T06, M09	698	1305	31
11UZ07	13A-17R	M01, T02, T06, M09	802	1706	32
12FZ02	3-13M	D01, T01, M01, M15	558	1444	32
12UT01	1-2	T01	273	491	27
12UT02	5-6	T05	235	532	27
12UZ01	5-8	T05, D04, M09, T06	1044	1339	31
12UZ02	1-5	T01, D01, M03, D02	803	1128	30
12UZ03	1-5	T02, T06, M09, D04, T05	1240	1765	32
12UZ04	1-3	T01, D01	446	695	28
12UZ05	5-17R	D04, T05	542	700	28
12UZ06	5-17R	D04, T05	542	700	28
12UZ07	5-13A	D02, M03, D01, T01, M01	907	1549	32
12UZ08	3-13A	D01, T01, M01	550	1096	30
12UZ09	5-8	D02, M03, D01, T01, T02	999	1574	32
12UZ10	5-13	D02, M03, D01, T01, M01, M15, M14	915	2123	33
13UT01	1-10	T03	144	513	27
13UT02	1-10	T03	144	513	27
13UT03	8-9	T07	251	665	28

ATTACHMENT 1 TO INCLOSURE

TCN TRUNK PERFORMANCE

TRUNK	END-END	LINKS	DIST KM	MEDIAN TOTAL TRUNK NOISE (NOTE 1)	
				PWP	dBrnc§
13UZ01	8-12	T07, M11, T09, T08, D06	850	1904	33
13UZ02	12-13A	D06, T08, T03, M01	564	1501	32
13UZ03	10-13A	T03, M01	248	914	30
13UZ04	8-10	T07, M11, T09	392	1147	30
22FM01	5-5M	M07	61	545	27
22FM02	3-3MA	M02, M06	165	807	29
22FM03	3-3M	M02, M05	171	795	29
22UM01	4-5	D02	195	503	27
22UM02	3-5	M03, D02	357	743	29
22UM03	4-15	M16, D03	54	723	29
22UM04	3-4	M03	162	550	27
22UM05	2-3	D01	173	514	27
22UM06	3-14	M04	70	543	27
33FM01	12-12M	D07, M13	58	667	28
33UM01	12-22	D08	52	531	27
33UM02	10-21	M12	53	570	28
33UM03	20-20R	M22	24	546	27
33UM04	9-20R	M11	68	589	28
33UT01	10-11	T08	177	541	27
33UT02	10-20R	T09	73	513	27
33UZ01	10-12	T08, D06	316	827	29

NOTE 1: Allocation for MUX Noise:

Channel Translation . . . . .	170 PWP
Group Modem . . . . .	70 PWP
Super Group Modem . . . . .	90 PWP
Group Regulator . . . . .	<u>70 PWP</u>

Total for One Link . . . . . 400 PWP

EXAMPLE: To figure expected channel noise on the common-user voice telephone circuit 1113, Site 18 EPABX to the Tandem Switch at Site 5; the circuit is routed over three trunks:

LINKS	TRUNK	NOISE
18 to 7	11UM04	523 PWP
7 to 17R	11UM03	537 PWP
17R to 5	12UZ06	700 PWP
TOTAL		1760 PWP

$$10 \log 1760 = 32.4 \text{ dBrnc§}$$

LEVELSVFCT COMPOSITE TONE SYSTEMS

Measured at 4 Wire TCF Board

SSA		VFCT Level dBm	
Circuit	Sites	Send	Receive
2010	8-19	- 30	- 7
2011	7-8	- 29	- 6
2012	8-17R	- 26	- 3
2014	7-17R	- 36	-13
2015	7-18	- 29	- 6
2016	17-17R	- 29	- 6
2017	17MA-17R	- 29	- 6
2018	17M-17MR	- 28	- 5
2019	6-17R	- 29	- 6
2021	6-16	- 29	- 6
2036	1-8	- 25	- 2
2037	1-17R	- 26	- 3
2039	1-13	- 25	- 2
2040	1	- 27	- 3
2040	13M	- 26	- 4
2041	1-13A	- 25	- 2
2042	13	- 27	- 8
2042	13A	- 31	- 4
2043	13A	- 33	- 7
2043	13M	- 30	-10
2902	8-13A	- 25	- 2

ATTACHMENT 2 TO INCLOSURE

L E V E L SVFCT COMPOSITE TONE SYSTEMS

Measured at 4 Wire TCF Board

SSB		VFCT Level dBm	
Circuit	Sites	Send	Receive
2006	2-13A	- 36	-13
2020	5-17R	- 26	- 3
2022	5-6	- 29	- 6
2023	5-5M	- 29	- 6
2024	4-5	- 33	-10
2025	1-5	- 28	- 5
2026	3-5	- 28	- 5
2027	4-15	- 30	- 7
2028	3-4	- 30	- 7
2029	3-14	- 30	- 7
2030	3-3M	- 29	- 6
2031	3-3MA	- 29	- 6
2032	2-3	- 36	-13
2044	1-3	- 27	- 4
2901	3-13A	- 27	- 4
2905	5	- 28	- 2
2905	13A	- 25	- 5

LEVELSVFTC COMPOSITE TONE SYSTEMS

Measured at 4 Wire TCF Board

SSC		VFTC Level dBm	
Circuit	Sites	Send	Receive
2001	12	- 25	- 5
2001	22	- 28	- 2
2002	10-12M	- 30	- 7
2003	10	- 26	- 3
2003	12	- 31	- 1
2004	10	- 24	- 8
2004	11	- 31	- 1
2005	10-21	- 29	- 6
2007	20	- 28	- 2
2007	20R	- 31	- 1
2008	9	- 31	- 1
2008	20R	- 31	- 1
2009	8	- 27	- 2
2009	9	- 31	- 1
2013	8-10	- 31	- 8
2034	1-10	- 25	- 2
2035	1-10	- 31	- 8
2903	8	- 25	- 8
2903	10	- 31	- 2

VF MUX Channel	Site	VF MUX Level dBm	
		Send	Receive
2-5-12	20 (to 20R)	- 28	- 2
2-5-12	20R (to 20)	- 25	- 5
2-5-12	20R (to 9)	- 26	- 3
2-5-12	9 (to 20R)	- 26	- 3
2-5-12	9 (to 8)	- 25	- 4
2-5-12	8 (to 9)	- 27	- 2
2-1-1	10 (to 11)	- 26	- 3
2-5-12	10 (to 11)	- 24	- 8
2-1-1	12 (to 11)	- 26	- 3

ANNEX CPLAN FOR UNITED STATES ARMY MANAGEMENT ASSISTANCE  
TO THE SPANISH ARMY AND NAVY IN THE OPERATION AND  
MAINTENANCE OF THE TERRITORIAL COMMAND NET

I. Purpose. The purpose of this Plan is to describe the assistance which the United States Army is to provide to the Spanish Army and Navy in managing the operation and maintenance of the Territorial Command Net (TCN), pursuant to the Agreement of which this Plan is an Annex.

II. Background. Implementation of this Plan will assist the Spanish Army and Navy in managing the operation and maintenance of the Territorial Command Net so that the system can meet the operational performance standards in the "Territorial Command Net Performance Evaluation Plan."

III. Concept.

(A) The United States Army will provide a "Territorial Command Net Management Assistance Team" for up to one year to advise the Spanish Army and Navy in performing the following management functions relating to operation and maintenance of the Territorial Command Net:

- (1) Management of a system-wide preventive maintenance program;
- (2) Implementation of a system approach to operation and maintenance;
- (3) Implementation of quality control and performance monitoring system.

(B) The United States Army will in addition to III.(A) above, in cases of unusual difficulties, assist the Spanish Army in the identification of causes of equipment malfunctions and the subsequent repair actions.

(C) The Spanish Army and Navy will operate and maintain the Territorial Command Net in accordance with existing procedures that were developed by the Spanish Army with the cooperation of the United States Army.

(D) Subject to applicable limits in this plan and in "the Territorial Command Net Performance Evaluation Plan", the Officer-in-Charge of the United States Army team has flexibility to determine specific daily assignments of team members to ensure performance of the functions in paragraphs (A) and (B) above.

IV. Staffing.

(A) Staffing at any given time may vary and will be as deemed necessary by the United States Army Territorial Command Net Project Manager to accomplish the functions in paragraphs III.(A) and (B) above. Normally, the team will be composed of no more than 18 members. The team will include an Officer-in-Charge, system operation analysts, and specialists who are knowledgeable in the disciplines found in the general support (GS) facility and may include others as deemed necessary by the United States Army Territorial Command Net Project Manager.

(B) The United States Army will exert its best effort to staff the team with personnel who speak Spanish and who have previous Territorial Command Net experience. The primary criterion for selection of team personnel will be technical competence consistent with the objective of this Plan.

(C) The Officer-in-Charge will work directly with the Spanish Territorial Command Net Project Manager and other officials designated by the Project Manager, and will report officially to the Chief, United States Army Communications Systems Agency Field Office.

V. Administration and Logistics. In connection with the performance of the functions in this Plan, the United States Army team personnel will have the following support from the Spanish Army without charge:

(A) Office Space. The Officer-in-Charge and his office staff of approximately four (4) individuals will have adequate office space and furniture in the Territorial Command Net Battalion Headquarters complex at Prado del Rey. Other personnel will have adequate use of desks and storage space at their place of assignment.

(B) Spare Parts. The Spanish Government will provide all spare parts required to operate and maintain the network at least at the operating level limits in Enclosure 1 to the "Territorial Command Net Performance Evaluation Plan."

(C) Tools and Test Equipment. The United States Army team will not bring its own tools and test equipment but will use those provided by the Spanish Government.

(D) Documentation. During performance of its assistance functions, the United States Army team will use the Territorial Command Net documentation held by the Spanish Government.

(E) Transportation. The United States Army team will arrange to meet its own normal transportation requirements. In justified cases, the Spanish Government will provide the team gratis use of special purpose vehicles.

(F) Funding. Funding for this Plan will be pursuant to the Agreement of which this Plan is an Annex.

ACUERDO GLOBAL SOBRE LA RED TERRITORIAL DE MANDO

Para resolver las diferencias que han surgido con respecto a la Red Territorial de Mando, instalada en virtud del Memorandum de Acuerdo entre España y los Estados Unidos de América, con fecha 5 de Mayo de 1972, los Gobiernos de España y Estados Unidos de América, acuerdan lo siguiente:

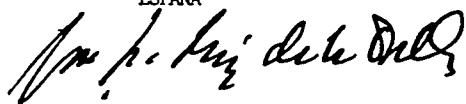
1. Los Ejércitos de España y de los Estados Unidos de América acuerdan que el sistema Red Territorial de Mando deberá funcionar según las normas operativas de funcionamiento que serían exigidas para la recepción de un sistema propio del Ejército de los Estados Unidos de América. Estas normas operativas de funcionamiento del sistema, suministradas por el Ejército de los Estados Unidos de América, son las expuestas en el "Plan para la Evaluación del Sistema Red Territorial de Mando" que se adjunta como Anexo B. De conformidad con el Anexo B, el Ejército de los Estados Unidos de América y el Ejército español se asegurarán que el sistema cumple con dichas normas. Las disposiciones del párrafo III-G del Anexo B se aplican para la corrección de las deficiencias que pudieran dar lugar a que el sistema no cumpliese con las normas de funcionamiento. El sistema será aceptado plenamente por el Gobierno de España una vez haya demostrado que es capaz de cumplir el objetivo acordado entre ambos Ejércitos en este mismo párrafo.
2. El Ejército de los Estados Unidos de América proporcionará un equipo de asesoramiento y ayuda para operaciones y mantenimiento por un máximo de un año sin cargo alguno al Gobierno de España, según se dispone en el Anexo C. Después de este tiempo, el Gobierno de los Estados Unidos de América no tendrá ninguna obligación adicional de proporcionar a su cargo ayuda a España con respecto a la Red Territorial de Mando para operaciones y mantenimiento, excepto la especificada en el párrafo III-G del Anexo B. El Ejército español continuará operando y manteniendo el sistema Red Territorial de Mando y proporcionará el apoyo indicado en los Anexos B y C y cualquier otro apoyo que pueda solicitar el Ejército de los Estados Unidos de América, dentro de los límites y posibilidades del Ejército Español, con el fin de lograr los objetivos descritos en el citado párrafo 1 anterior.
3. Con independencia de lo acordado en los puntos anteriores, los Estados Unidos de América y España someterán a mediación cualquiera y todas las diferencias técnicas, financieras y jurídicas pendientes o relevantes que existan entre ellos en relación con la Red Territorial de Mando de acuerdo con las normas de actuación de la mediación que se adjuntan como Anexo A.

4.        Con la firma de este Acuerdo, los dos Gobiernos aprueban y están de -- acuerdo con las normas de actuación de la mediación aquí recogidas.

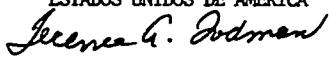
5.        Las normas de actuación de la mediación entrarán en vigor en la fecha - que se acuerde por los dos Gobiernos.

Madrid, veinticuatro de julio de mil novecientos ochenta.

POR EL GOBIERNO DE  
ESPAÑA



POR EL GOBIERNO DE LOS  
ESTADOS UNIDOS DE AMERICA



A N E X O "A"NORMAS DE ACTUACION PARA UNA MEDIACION SOBRE PROBLEMAS DE LA  
RED TERRITORIAL DE MANDO1.- Partes.

Serán partes en la mediación los Gobiernos de los Estados Unidos de América y España. El de los Estados Unidos de América utilizará sus mejores oficios para asegurar la cooperación de Federal Electric Corporation.

2.- Designación del mediador.

a) Existirá un único mediador designado de común acuerdo por las partes tan pronto como sea posible y una vez que hayan entrado en vigor las presentes - Normas de Actuación. El mediador no será ni español ni norteamericano, de origen ni por nacionalización, ni tampoco será residente en España ni en los Estados Unidos de América, debiendo hablar español e inglés.

Si las partes no consiguieran acuerdo para la designación del mediador en un tiempo razonable el Consejo Hispano-Norteamericano decidirá sobre el sistema para la designación de este mediador.

b) Las partes y el mediador confirmarán por escrito la designación y las normas sobre las cuales se ha convenido su actuación (incluyendo, al menos aproximadamente, el montante de sus honorarios).

3.- Misión del mediador.

El mediador, de acuerdo con estas normas de actuación deberá analizar los puntos de discrepancia y en el plazo de siete meses entregará a las partes su informe contenido sus conclusiones y sugerencias respecto de tales problemas y los fundamentos que las apoyan. El mediador para tales conclusiones y sugerencias, tendrá en consideración los documentos legales correspondientes, la equidad y los hechos que determinen la discrepancia. El informe del mediador será redactado por escrito en los idiomas inglés y español. Las conclusiones y sugerencias del mediador no serán vinculantes y ninguna de las partes estará obligada a su ejecución.

**4.- Cuestiones objeto de mediación.**

(a) Dentro de los 30 días siguientes a la entrada en vigor de las normas de actuación, cada una de las partes someterá a la otra una relación de las cuestiones concretas sobre las cuales se desea la mediación. Esta relación contendrá con respecto a cada cuestión el problema que de ella deriva y la solución deseada. Una vez intercambiadas las relaciones las partes conjuntamente procederán a su examen para tratar de determinar cómo y en qué medida pueden reducirse las diferencias en discrepancia y tratar de convenir en una relación común de cuestiones. Dentro de los 30 días siguientes al intercambio de las relaciones las partes someterán al mediador una relación de cuestiones.

(b) Dentro de los 90 días siguientes al momento en que las partes hayan entregado al mediador la relación de cuestiones, cada una de ellas someterá a dicho mediador y a la otra parte un memorandrum escrito especificando con respecto a cada cuestión concreta sobre la cual la parte desea la mediación, los hechos correspondientes, los documentos o cualquier otra prueba en que la parte interesada se apoya, y sus argumentos legales.

**5.- Designación de representantes oficiales.**

Cada parte designará inmediatamente un representante oficial con relación a la mediación y notificará al mediador y a la otra parte el nombre, cargo y dirección de su representante. Las informaciones, documentos u otras comunicaciones a una parte, serán entregadas al representante de dicha parte.

**6.- Facultades del mediador.**

El mediador estará autorizado:

(a) para invitar a las partes a celebrar reuniones con él o a comunicarse por escrito con las mismas, así como tener entrevistas directas o comunicarse por escrito con quienes no sean partes;

(b) para solicitar documentos e informaciones de cualquiera de las partes o de terceros;

(c) para solicitar de cualquiera de las partes le sometan escritos adicionales fijando su posición sobre cuestiones específicas; y

(d) para contratar los servicios de expertos a condición de obtener previamente la conformidad de las partes.

Cualquier documento facilitado al mediador deberá serlo simultáneamente a la otra parte. Cualquier documento facilitado al mediador por terceras personas

deberá ser facilitado a ambas partes por el mediador. Ambas partes serán invitadas a asistir a cualquier entrevista entre el mediador y la otra parte, así como entre el - mediador y terceros.

7.- Utilización y divulgación de la información.

Los documentos y la información sometidos al mediador deberán serlo - solamente para su uso en la mediación y no podrán ser utilizados por ninguna de las - partes ni tampoco por el mediador para ningún otro fin, ni divulgados a ninguna persona que no sea parte sin el previo consentimiento escrito de aquella que ha facilitado los documentos o la información.

8.- Cooperación de las partes.

Las partes se esforzarán en satisfacer de buena fe las peticiones del mediador sobre entrega de documentos, escritos de alegaciones e información; asistencia a reuniones; facilitar los funcionarios y técnicos necesarios para entrevistas; y en conjunto prestarle cooperación.

9.- Finalización de la mediación.

El procedimiento de mediación concluirá:

- (a) por declaración escrita de ambas partes decidiendo la conclusión del procedimiento y dirigida al mediador; o
- (b) después de que el mediador haya entregado su informe.

10.- Uso de la mediación en otros procedimientos.

Ninguna de las partes, sin el consentimiento de la otra podrá apoyarse, referirse o utilizar como prueba el informe del mediador en futuros arbitrajes o procedimientos judiciales concernientes a las discrepancias sobre la Red Territorial de Mando, así como tampoco utilizar puntos de vista o aceptaciones de la otra parte - en el transcurso de la mediación ni puntos de vista o propuestas del mediador, documentos, escritos de alegaciones e información facilitada para la mediación que habién dose obtenido en el curso de este procedimiento no se hubieran logrado en otro caso. El mediador no podrá ser utilizado en ningún aspecto en cualquier otro procedimiento relacionado con las discrepancias de la Red Territorial de Mando ni ser propuesto como testigo por una parte con relación a ella excepto en el caso de común acuerdo de sus partes.

**11.- Gastos.**

(a) Los gastos derivados de la mediación serán sufragados por mitades por las partes. A los efectos de este párrafo el concepto gastos sólo incluirá:

- (1) Los honorarios del mediador.
  - (2) Los gastos de viaje o de otra naturaleza del mediador y de los testigos (que no sean funcionarios de cualquiera de las partes) que, previa consulta con las partes, hubiesen sido solicitados por el mediador.
  - (3) Los honorarios, gastos de viaje o de otra naturaleza de los servicios de expertos (que no sean funcionarios de cualquiera de las partes), que previa aprobación de las partes, contratase el mediador.
  - (4) Los gastos de asistencia administrativa al mediador.
  - (5) Cualesquiera otros gastos que puedan ser convenidos por las partes.
- (b) Cualesquiera otros gastos deberán ser sufragados por la parte que los haya originado.
- (c) Las partes convendrán después de consulta con el mediador sobre los procedimientos para la disponibilidad de fondos para el rápido pago de los gastos arriba indicados y la liquidación y pago final de tales gastos.

A N E X O "B"PLAN DE EVALUACION DEL RENDIMIENTO DE LA RED TERRITORIAL DE MANDO

I. FINALIDAD: La finalidad de este plan es describir la forma de verificación de la Red Territorial de Mando (RTM) para determinar el grado en que satisface las normas de rendimiento operacional del Ejército de los Estados Unidos de América establecidas en el documento adjunto. La realización de este plan se llevará a cabo en cumplimiento del contrato del que es anexo el mismo.

II. ANTECEDENTES: Como resultado de la ejecución de las pruebas del sistema que hicieron el Ejército de los Estados Unidos de América en 1977-78 y la Agencia de Comunicaciones para la Defensa en 1979, el Gobierno de los Estados Unidos de América observó determinadas deficiencias en la Red Territorial de Mando a cuya corrección - está obligado el contratista, la firma Federal Electric Corporation 'FEC'. Estas deficiencias figuran en el Acuerdo de Liquidación del 23 de abril de 1979 entre FEC y el Ejército de los Estados Unidos de América. Una vez corregidas las mismas, la Red Territorial de Mando quedará en situación de satisfacer las citadas normas de rendimiento operacional del Ejército de los Estados Unidos de América del documento adjunto, siempre que el Ejército y la Armada españoles apliquen las prácticas de manejo y mantenimiento como se expresan en III A a continuación.

## III. CONCEPTO:

A. El Ejército de Tierra y la Armada españoles manejarán y mantendrán la Red Territorial de Mando siguiendo los procedimientos existentes que fueron desarrollados por el Ejército español con la cooperación del de los Estados Unidos de América.

B. El Ejército de los Estados Unidos de América ejecutará el "Plan de Apoyo Administrativo del Ejército de los Estados Unidos de América al Ejército y a la Armada españoles para el Manejo y Mantenimiento de la Red Territorial de Mando".

C. En el documento adjunto se describen las normas de rendimiento operacional del Ejército de los Estados Unidos de América que desea el Gobierno español para la verificación del rendimiento de la Red Territorial de Mando las cuales se expresan como límites de niveles de funcionamiento. Estas normas se han extraído de la Circular N° 300-175-9 de la Agencia de Comunicaciones para la Defensa titulada "Normas de Rendimiento Eléctrico para el Funcionamiento y Mantenimiento de los Sistemas de Co

municaciones para la Defensa", de Diciembre de 1977. En esta circular se establecen los parámetros de rendimiento eléctrico aplicables a los sistemas del Departamento - de Defensa similares a la Red Territorial de Mando. Los niveles de funcionamiento - aquí indicados difieren, por lo general, de los proyectados, por tener en cuenta el envejecimiento natural de los equipos que se traduce en diferencias de rendimiento - lógicamente previsibles en cualquier sistema operacional.

D. Durante el período de desarrollo de las actividades a que se hace mención en el anterior párrafo III B, el Ejército de los Estados Unidos de América prestará ayuda al Ejército y a la Armada españoles para evaluar la Red Territorial de Mando tomando como referencia las normas de rendimiento operacional del documento adjunto. Para tal evaluación se considerarán como fuentes de datos las siguientes:

1. Las observaciones y pruebas a realizar en los asentamientos por el personal del Ejército y la Armada españoles inherentes al manejo y mantenimiento.
2. Las pruebas de aceptación antes hechas por el Ejército de los Estados Unidos de América.
3. Las pruebas antes hechas por la Agencia de Comunicaciones para la Defensa.

La evaluación se realizará de acuerdo con los procedimientos del documento adjunto e incluirá la verificación de las correcciones de las deficiencias expresadas en el antes indicado Acuerdo de Liquidación del 23 de Abril de 1979.

E. El Ejército español, con la participación del Ejército de los Estados Unidos de América, informará trimestralmente al Ministerio de Defensa español para ponerle en conocimiento de la situación en que se encuentran las acciones descritas en este plan y los resultados de las mismas. El Jefe español del Proyecto de la Red Territorial de Mando recibirá los mismos informes, también con la participación del - Ejército de los Estados Unidos de América, pero en este caso, quincenalmente.

F. El OIC (Oficial encargado) trabajará directamente con el Jefe español del Proyecto de la Red Territorial de Mando y con otros oficiales nombrados por el cítado Jefe e informará oficialmente al Jefe de la Oficina Local para la Red Territorial de Mando de la Agencia del Ejército de los Estados Unidos de América para los Sistemas de Comunicaciones.

G. En la medida en que el sistema mostrara fallos en cumplir los niveles operativos del documento adjunto por causas distintas a las deficiencias indicadas en el Acuerdo de Liquidación de 23 de Abril de 1979 entre el Ejército de los Estados Unidos y Federal Electric Corporation, y que el Jefe Norteamericano del Proyecto estime se deban a la responsabilidad del Ejército de los Estados Unidos de América, tales causas serán corregidas por el Ejército de los Estados Unidos de América de acuerdo con los procedimientos existentes en el Departamento de Defensa de los Estados Unidos.

H. Antes de un año, o al año, de la iniciación de sus misiones, el Equipo del Ejército de los Estados Unidos de América habrá terminado la evaluación del sistema descrita en este plan, y el Jefe Norteamericano del Proyecto de la Red Territorial de Mando habrá presentado al Jefe español de dicho proyecto las recomendaciones necesarias para que se tome la acción correctiva requerida. Dentro de un tiempo razonable después de la ultimación de la evaluación y de que se sometan las recomendaciones, el Gobierno de los Estados Unidos de América enviará al Gobierno español un informe en el que se resuman los resultados de la evaluación y las recomendaciones.

I. En relación con el desarrollo de las funciones de este plan, el personal del Equipo del Ejército de los Estados Unidos de América recibirá del Ejército español sin cargo alguno el apoyo administrativo y logístico descrito en el "Plan de Apoyo Administrativo del Ejército de los Estados Unidos de América al Ejército y a la Armada españoles para el Manejo y Mantenimiento de la Red Territorial de Mando".

J. Los fondos para este plan serán los mismos que para el "Plan de Apoyo Administrativo del Ejército de los Estados Unidos de América al Ejército y a la Armada españoles para el Manejo y Mantenimiento de la Red Territorial de Mando".

DOCUMENTO ADJUNTO AL ANEXO "B" DEL ACUERDO SOBRE  
LA RED TERRITORIAL DE MANDO.

NORMAS DE RENDIMIENTO OPERACIONAL DEL EJERCITO DE LOS ESTADOS UNIDOS  
DE AMERICA PARA LA RED TERRITORIAL DE MANDO. [<sup>1</sup>]

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<sup>1</sup>Done only in English. See *supra*, pp. 3757-3765.

A N E X O "C"

PLAN DE APOYO ADMINISTRATIVO DEL EJERCITO DE LOS ESTADOS UNIDOS DE AMERICA AL EJERCITO Y A LA ARMADA ESPAÑOLES PARA EL MANEJO Y MANTENIMIENTO DE LA RED TERRITORIAL DE MANDO.

I. FINALIDAD: La finalidad de este plan es describir la ayuda que el Ejército de los Estados Unidos de América proporcionará al Ejército y a la Armada españoles para dirigir el funcionamiento y mantenimiento de la Red Territorial de Mando (RIM) - en cumplimiento del acuerdo del que es anexo este plan.

II. FUNDAMENTOS: La ejecución de este plan ayudará al Ejército y a la Armada españoles a dirigir el funcionamiento y mantenimiento de la Red Territorial de Mando de modo que el sistema pueda satisfacer las normas de rendimiento operacional del -- "Plan de Evaluación del Rendimiento de la Red Territorial de Mando".

III. CONCEPTO:

A. El Ejército de los Estados Unidos de América facilitará un "Equipo de Apoyo Administrativo de la Red Territorial de Mando" durante un máximo de un año para asesorar al Ejército y a la Armada españoles en la ejecución de las siguientes funciones directivas relacionadas con el funcionamiento y mantenimiento de la Red Territorial de Mando.

1. Dirección de un programa de mantenimiento preventivo del conjunto del sistema.
2. Ejecución de un procedimiento de funcionamiento y mantenimiento - del sistema.
3. Ejecución de un sistema de control de calidad y supervisión del - rendimiento.

B. Además de lo indicado en III A anterior, el Ejército de los Estados Unidos de América, en caso de dificultades especiales, ayudará al Ejército español a descubrir las causas del mal funcionamiento de los equipos y a tomar las subsecuentes medidas para su corrección.

C. El Ejército y la Armada españoles manejarán y mantendrán la Red Territorial de Mando según los procedimientos existentes que fueron desarrollados por el Ejército español con la cooperación de los Estados Unidos de América.

D. Con sujeción a los límites aplicables en este plan y en el "Plan de Evaluación del Rendimiento de la Red Territorial de Mando", el Oficial Encargado (OIC) del Equipo del Ejército de los Estados Unidos de América tendrá la necesaria flexibilidad para determinar las misiones concretas diarias de los miembros de ese equipo al objeto de garantizar el desempeño de las funciones de los párrafos A y B anteriores.

IV. PERSONAL:

A. El personal en cualquier momento dado podrá variar según lo estime necesario el Jefe del Ejército norteamericano que tiene a su cargo el proyecto de la Red Territorial de Mando para realizar las funciones de los anteriores párrafos III A y B. Normalmente, el Equipo se compondrá de un máximo de 18 miembros, e incluirá un OIC, Analistas del Funcionamiento del Sistema y especialistas bien instruidos en las disciplinas propias de la Instalación de Apoyo General (GS), pudiendo incluir otros que el Jefe del Ejército norteamericano que tiene a su cargo el proyecto de la Red Territorial de Mando considere necesarios.

B. El Ejército de los Estados Unidos de América se esforzará en cuanto de él dependa para que el equipo incorpore personal conocedor del idioma español y con experiencia previa de la Red Territorial de Mando. El criterio fundamental para la selección de ese personal será su competencia técnica en relación con el propósito de este plan.

C. El OIC trabajará directamente con el Jefe español del Proyecto de la Red Territorial de Mando y otros oficiales designados por el mismo, e informará oficialmente al Jefe de la Oficina Local de la Agencia de Sistemas de Comunicaciones del Ejército de los Estados Unidos de América.

V. ADMINISTRACION Y LOGISTICA:

En relación con el desempeño de las misiones de este plan, el personal del Equipo del Ejército de los Estados Unidos de América recibirá sin cargo alguno el siguiente apoyo por parte del Ejército español:

A. Espacio para oficinas. El OIC y su personal administrativo, que estará integrado por unos cuatro individuos, dispondrá de adecuado espacio y mobiliario de oficina en el complejo de la Plana Mayor del Batallón de la Red Territorial de Mando en Prado del Rey. Por lo que se refiere a las restantes personas, se les concederán las mesas y el espacio adecuado de almacenamiento de material en los lugares que les sean asignados.

B. Repuestos. El Gobierno español facilitará todos los repuestos necesarios para el funcionamiento y mantenimiento de la Red a los límites de los niveles de trabajo, como mínimo, indicados en el documento adjunto al "Plan de Evaluación del Rendimiento de la Red Territorial de Mando".

C. Herramientas y aparatos de medida. El Equipo del Ejército de los Estados Unidos de América no traerá consigo sus propias herramientas ni aparatos de medida, por cuya razón hará uso de los que ponga a su disposición el Gobierno español.

D. Documentación. Durante el desempeño de sus funciones de ayuda, el Equipo del Ejército de los Estados Unidos de América utilizará la documentación de la Red Territorial de Mando en posesión del Gobierno español.

E. Transportes. El Equipo del Ejército de los Estados Unidos de América resolverá sus propias necesidades normales de transporte, pero, en casos justificados, el Gobierno español le ofrecerá gratuitamente el uso de vehículos especiales.

F. La financiación de este plan se efectuará de conformidad con el Acuerdo del que este plan es anexo.

## ITALY

### Atomic Energy: Technical Information Exchange and Cooperation in Nuclear Safety Matters

*Arrangement signed at Washington April 1, 1981;  
Entered into force April 1, 1981.*

ARRANGEMENT

BETWEEN

THE UNITED STATES NUCLEAR REGULATORY COMMISSION  
(U.S.N.R.C.)

AND

THE ITALIAN COMITATO NAZIONALE PER L'ENERGIA NUCLEARE  
(C.N.E.N.)

FOR THE EXCHANGE OF TECHNICAL INFORMATION

AND COOPERATION IN NUCLEAR SAFETY MATTERS

April 1, 1981

TIAS 10881

ARRANGEMENT  
BETWEEN  
THE UNITED STATES NUCLEAR REGULATORY COMMISSION  
(U.S.N.R.C.)  
AND  
THE ITALIAN COMITATO NAZIONALE PER L'ENERGIA NUCLEARE  
(C.N.E.N.)  
FOR THE EXCHANGE OF TECHNICAL INFORMATION  
AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Italian Comitato Nazionale per l'Energia Nucleare (hereinafter called the C.N.E.N.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information in regulatory matters and cooperation in development of safety standards, originally signed on May 29, 1975,[<sup>1</sup>] between the United States Atomic Energy Commission and the Italian Comitato Nazionale per l'Energia Nucleare (C.N.E.N.);

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement;

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<sup>1</sup> TIAS 8346; 27 UST 2727.

Have agreed as follows:

I. SCOPE

I-1 Technical Information Exchange

To the extent that the U.S.N.R.C. and the C.N.E.N. are permitted to do so under the laws and regulations of their respective countries, the parties agree to continue the exchange of the following types of technical information related to the regulation of safety and environmental impact of nuclear facilities, and to nuclear safety research programs.

- a. Topical reports concerning technical safety and environmental effects written by or for the regulatory staff as a basis for, or in support of, regulatory decisions and policies.
- b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.
- c. Detailed documents on the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the C.N.E.N. as similar to certain facilities being built or planned in Italy, and equivalent documents on such Italian facilities.

- d. Information in the field of reactor safety research, either in the possession of one of the parties or available to it, including light water safety information from the technical areas described in Appendices "A" and "B." Each party will transmit immediately to the other information concerning research results which have significant safety implications.
- e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.
- f. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of nuclear facilities.
- g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.
- h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.
- i. Each party will be prepared to the best of its ability, upon specific request, to advise the other on particular questions relating to reactor safety.

I-2 Cooperation in Safety Research

The execution of joint programs and projects of safety research or those programs and projects under which activities are divided between the two parties, including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis.

I-3 Personnel Exchanges

Possible temporary assignments of personnel by one party to the other will be taken into consideration on a case-by-case basis.

## II. ADMINISTRATION

- a. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange and cooperation under this Arrangement, to recommend revisions, and to discuss topics within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance. These visits will take place after organization and authorization by the two administrators appointed by the parties.

- b. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters, unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals.

These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.

- c. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.
- d. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility

of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

- e. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.
- f. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.
- g. Information exchanged under this Arrangement shall be subject to the patent provisions in the Addendum of this document.

## III. EXCHANGE AND USE OF INFORMATION

- a. The term "information," as used in Article III, means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.
- b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.
- c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.
- d. In general, information received by each party to this Arrangement may be disseminated freely without further permission of the other party.
- e. Proprietary and other confidential or privileged information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or

employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

f. In addition, proprietary and other confidential or privileged information may be disseminated without prior consent

- (1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary or other confidential or privileged information; and
- (2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary or other confidential or privileged information is used only within the terms of the permit or license; and
- (3) to contractors of organizations identified in (2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary or other confidential or privileged information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

- g. With the prior written consent of the party furnishing proprietary or other confidential or privileged information under this Arrangement, the receiving party may disseminate such proprietary or other confidential or privileged information more widely than otherwise permitted. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.
- h. A party receiving under this Arrangement proprietary or other confidential or privileged information shall respect its proprietary or confidential nature. Proprietary or other confidential or privileged information must be clearly marked so as to indicate its confidential or privileged nature. Confidential or privileged information must, in addition, be accompanied by a statement indicating that the information is protected from public disclosure by the Government of the transmitting party, and that the information is submitted under the condition that it be maintained in confidence.
- i. If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

j. Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

IV. DURATION

- a. This renewed information exchange shall enter into force upon signature and shall remain in force for five years unless extended for a further period of time by agreement of the parties.
- b. Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

Signed in Washington, DC, on this 1st day of April, 1981, in two original copies, one in the English language and the other in the Italian language, the two texts being equally authentic.

Signed:

*Umberto Colombo* [1]

On behalf of  
The Comitato Nazionale per  
l'Energia Nucleare

*Joseph M. Hendrie* [2]

On behalf of  
The United States Nuclear  
Regulatory Commission

<sup>1</sup> Umberto Colombo.

<sup>2</sup> Joseph M. Hendrie.

## APPENDIX "A"

U.S.N.R.C.-C.N.E.N. Reactor Safety Research Exchange Areasin Which the U.S.N.R.C. Is Performing LWR Safety Research

1. Primary Coolant System Rupture Studies
2. Heavy Section Steel Technology Program
3. LOFT Program
4. Power Burst Facility--Subassembly Testing Program
5. Separate Effects Testing--Loss of Coolant Accident Studies
6. Loss of Coolant Accident Analyses--Analytical Model Development
7. Design Criteria for Piping, Pumps, and Valves
8. Alternate ECCS Studies
9. Core Meltdown Studies
10. Fission Product Release and Transport Studies
11. Probabilistic Studies
12. Zirconium Damage

Note: U.S.N.R.C.-developed computer codes applicable to the above research exchange areas may be available on an "as is" basis. U.S.N.R.C. or contractor manpower will generally not be available for interpretation of uncompleted work.

## APPENDIX "B"

U.S.N.R.C.-C.N.E.N. Reactor Safety Research Exchange Areas  
in Which the C.N.E.N. Is Performing LWR Safety Research

1. Studies and experiments on loss-of-coolant accidents (blow-downs and emergency cooling systems).
2. Fuel behavior under normal and abnormal conditions.
3. Mechanical behavior of components under normal and abnormal operating conditions.
4. All computer codes applicable to the above subjects at whatever stage of development they may be. \*
5. Data from all experiments applicable to the above. \*

**\* Note**

Data and computer codes will be "as is" at the time of the request. C.N.E.N. or contractor manpower will generally not be available for interpretation of uncompleted work.

## PATENT ADDENDUM

- A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this technical exchange and cooperative arrangement on reactor safety research between the U.S. Nuclear Regulatory Commission (U.S.N.R.C.) and the Comitato Nazionale per l'Energia Nucleare (C.N.E.N.) of the Government of Italy, if made or conceived while in attendance at meetings or when employing information which has been communicated under this exchange arrangement by one party or its contractors to the other party or its contractors, the party making the invention shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in all countries, subject to the grant to the other party of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent, in all countries, for use in the production or utilization of special nuclear material or atomic energy.
- B. Each party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

ACCORDO TRA LA UNITED STATES NUCLEAR REGULATORY COMMISSION (U.S.N.R.C.)  
E IL COMITATO NAZIONALE PER L'ENERGIA NUCLEARE (CNEN) PER LO  
SCAMBIO DI INFORMAZIONI TECNICHE E LA  
COLLABORAZIONE IN ARGOMENTI DI SICUREZZA NUCLEARE

La United States Nuclear Regulatory Commission (qui di seguito denominata U.S.N.R.C.) e il Comitato Nazionale per l'Energia Nucleare (qui di seguito denominato CNEN);

avendo entrambi interesse ad uno scambio continuo di informazioni in materia di norme e di regole prescritte o raccomandate dalle rispettive organizzazioni per la disciplina della sicurezza e delle applicazioni ambientali degli impianti nucleari;

avendo già analogamente collaborato, nell'ambito di un accordo della durata di cinque anni, per lo scambio di informazioni tecniche in materia di normativa e in materia di sviluppo di massima di sicurezza, accordo firmato originariamente il 29 maggio 1975;

avendo manifestato il loro comune desiderio di continuare la cooperazione stabilita con il summenzionato Accordo;

hanno convenuto quanto segue:

I - OGGETTO (DELLA COOPERAZIONE)

I-1 Scambio di informazioni tecniche

Le parti concordano di continuare, nei limiti consentiti dalle leggi e dai regolamenti dei rispettivi Paesi, lo scambio dei seguenti tipi di informazioni tecniche sulla

regolamentazione della sicurezza e dell'impatto ambientale degli impianti nucleari, e sui programmi di ricerche di sicurezza nucleare.

- a. Rapporti specifici riguardanti la sicurezza e gli effetti ambientali, elaborati da o per gli uffici preposti all'attività di regolamentazione, come base per decisioni o direttive in tale settore oppure in appoggio ad esse.
- b. Documentazione relativa ad importanti atti di autorizzazione e decisioni in materia di sicurezza e ambiente concernenti impianti nucleari.
- c. Documentazione dettagliata su procedure di autorizzazione e regolamentazione dell'U.S.N.R.C. relative a determinati impianti USA indicati dal CNEN come prototipi di impianti che in Italia sono in fase di costruzione o di progetto, e documentazione equivalente relativa ad impianti italiani del genere.
- d. Informazioni nel campo della ricerca sulla sicurezza dei reattori di cui una delle parti contraenti sia in possesso o abbia la disponibilità, ivi comprese le informazioni sulla sicurezza dei reattori ad acqua leggera nei settori elencati nelle Appendici "A" e "B". Ciascuna delle parti trasmetterà immediatamente all'altra le informazioni riguardanti i risultati delle ricerche che presentino implicazioni significative ai fini della sicurezza.
- e. Rapporti sull'esperienza operativa, come ad esempio rapporti su incidenti, eventi accidentali e spegnimenti del reattore e compilazioni di dati storici di affidabilità relativa a componenti e sistemi.

- f. Procedure regolamentari per la valutazione della sicurezza, delle salvaguardie e delle implicazioni ambientali degli impianti nucleari.
- g. Pronta notifica di importanti eventi che siano di immediato interesse per le parti contraenti, quali gravi incidenti operativi nonché lo spegnimento dei reattori ordinato dalle autorità governative.
- h. Copie dei regolamenti imposti o raccomandati dagli organismi delle parti preposti alla regolamentazione.
- i. Ciascuna parte dovrà essere preparata a fare del suo meglio per fornire consigli all'altra parte, previa specifica richiesta, in merito a particolari problemi attinenti alla sicurezza dei reattori.

I-2 Collaborazione per le ricerche di sicurezza

L'esecuzione di programmi comuni e di progetti di ricerche di sicurezza, oppure di quei programmi e progetti le cui attività siano ripartite fra le parti, ivi compreso l'uso di impianti sperimentali e/o di programmi di calcolo di proprietà dell'una o dell'altra parte, sarà concordata caso per caso.

I-3 Scambio di personale

Eventuali trasferimenti temporanei di personale da una parte contraente all'altra saranno presi in considerazione caso per caso.

## II - AMMINISTRAZIONE

- a. Lo scambio di informazioni nell'ambito del presente Accordo avverrà mediante lettere, rapporti ed altri documenti, nonchè visite e riunioni predisposti anticipatamente caso per caso. Una riunione sarà tenuta annualmente o ad intervalli concordati, onde riesaminare l'oggetto degli scambi e della collaborazione previsti dal presente Accordo, allo scopo di raccomandare modifiche e discuteré specifici argomenti rientranti nella prevista collaborazione. La data, il luogo e l'ordine del giorno di tali riunioni saranno concordati in anticipo. L'effettuazione e la organizzazione delle visite saranno autorizzate dai due Amministratori nominati dalle parti contraenti.
- b. Un Amministratore sarà designato da ciascuna parte per il coordinamento di tutti gli scambi previsti dal presente Accordo. Gli Amministratori riceveranno tutti i documenti trasmessi nell'ambito dell'Accordo, ivi comprese le copie di tutte le lettere, a meno che non sia stato concordato diversamente. Nel quadro dell'Accordo gli Amministratori avranno il compito di sviluppare l'oggetto della collaborazione, accordandosi in particolare sulla designazione degli impianti nucleari, inclusivi dello scambio di informazioni, nonchè sui documenti e sulle norme specifiche da scambiare. Uno o più coordinatori tecnici potranno essere designati per contatti diretti nell'ambito di specifici settori di regolamentazione. Tali coordinatori tecnici si adopereranno perché am-

bedue gli Amministratori ricevano copia di tutta la documentazione trasmessa.

Questi accordi in dettaglio sono intesi ad assicurare, fra l'altro, che venga attuato e mantenuto uno scambio ragionevolmente equilibrato, che consenta ad ambo le parti contraenti l'accesso ad informazioni disponibili equivalenti.

- c. Gli Amministratori stabiliranno il numero di copie dei documenti che dovranno essere fornite. Ciascun documento sarà accompagnato da un sommario in inglese di non più di 250 parole in cui siano descritti scopo e contenuto.
- d. Ciascuna delle parti sarà responsabile dell'applicazione e dell'impiego di qualsiasi informazione da essa ricevuta a titolo di scambio o trasmesso nello ambito del presente Accordo e la parte trasmittente non garantisce l'idoneità di tale informazione per alcun impiego od applicazione specifica.
- e. Tenendo presente che talune informazioni previste nell'ambito del presente Accordo non sono disponibili presso la USNRC o il CNEN ma sono reperibili presso altri organismi governativi dei rispettivi Paesi, ciascuna parte assisterà l'altra, per quanto possibile, organizzando visite e indirizzando richieste circa le anzidette informazioni agli organismi governativi interessati.

Quanto sopra non costituisce impegno per i detti organismi a fornire informazioni o a ricevere visitatori.

- f. Nulla di quanto contenuto nel presente Accordo comporterà per una o per l'altra parte l'assunzione di qualsiasi iniziativa contraria alle proprie leggi, regolamenti e indirizzi politici. Nessuna informazione nucleare riferita a tecnologie "sensibili" agli effetti della "proliferazione" sarà scambiata nello ambito del presente Accordo. Se qualche conflitto dovesse sorgere tra le disposizioni del presente Accordo e le suddette leggi, regolamenti e indirizzi politici, le parti concordano consultarsi prima che una qualsiasi azione venga intrapresa.
- g. Le informazioni scambiate nell'ambito del presente Accordo sono soggette alle disposizioni sui brevetti riportate nell'Addendum al presente documento.

### III - SCAMBIO ED USO DELLE INFORMAZIONI

- a. Il termine "informazioni" usato nell'articolo III si riferisce ai dati scientifici e tecnici attinenti alla regolamentazione, alla sicurezza e alle salvaguardie in materia di energia nucleare, ai risultati od ai metodi dei programmi di ricerca e sviluppo e ad ogni altra conoscenza da fornire o scambiare nell'ambito del presente Accordo.
- b. Il termine "informazioni soggette a diritto esclusivo" si riferisce ad informazioni che contengono segreti commerciali o ad informazioni commerciali o finanziarie di tipo privilegiate e riservate.
- c. Il termine "altre informazioni riservate e privilegiate" si riferisce ad informazioni diverse da quel-

le soggette a vincolo e che sono protette dalla divulgazione pubblica in forza delle leggi e dei regolamenti del Paese che le fornisce, e che sono state trasmesse o ricevute in via riservata.

- d. In generale le informazioni ricevute da ciascuna parte nell'ambito del presente Accordo possono essere diffuse liberamente dall'altra parte senza ulteriore permesso.
- e. Le informazioni soggette a diritto esclusivo e le altre informazioni riservate o privilegiate ricevute nell'ambito del presente Accordo possono essere liberamente diffuse dalla parte ricevente senza consenso preventivo ai suoi dipendenti, alle persone che per essa operano, nonché agli uffici ed agli organismi governativi interessati del Paese cui la parte ricevente appartiene.
- f. Inoltre, le informazioni soggette a diritto esclusivo e le altre informazioni riservate o privilegiate ricevute nell'ambito del presente Accordo, possono essere liberamente diffuse senza consenso preventivo:
  - i. ai contraenti o sub-contraenti ed ai consulenti della parte ricevente che si trovano dentro i confini geografici dello Stato cui la parte ricevente appartiene, purchè le informazioni vengano utilizzate solamente entro l'ambito dei loro contratti con la parte ricevente e per opere relative a materie formanti oggetto delle informazioni seg-

- gette a diritto esclusivo o di tipo privilegiato o riservato.
2. agli organismi autorizzati o abilitati dalla parte ricevente a costruire o gestire impianti di produzione od utilizzazione di energia nucleare e ad impiegare materiali nucleari e sorgenti di radiazioni, purchè tali informazioni soggette a diritto esclusivo o di tipo privilegiato o riservato siano utilizzate solamente entro i limiti dell'autorizzazione o licenza;
3. ai contraenti degli organismi di cui al punto 2), purchè le informazioni vengano utilizzate esclusivamente ai fini dell'attività rientrante nello ambito dell'autorizzazione o della licenza rilasciata agli organismi stessi;
- essendo inteso che ogni diffusione di informazioni soggette a diritto esclusivo e di altre informazioni riservate o privilegiate effettuate in base ai numeri 1,2, e 3 sopra elencati, sarà effettuata sulla base delle necessità di accertarsi di volta in volta e previo accordo di confidenzialità.
- g. Con il preventivo consenso scritto della parte, che, nell'ambito del presente Accordo, fornisce informazioni soggette a diritto esclusivo, od altre informazioni riservate o privilegiate, la parte ricevente può diffondere tali informazioni più largamente di quanto altrimenti stabilito. Le parti contraenti collaboreranno per sviluppare procedure per richiedere

od ottenere l'approvazione di tale diffusione allargata, e ciascuna parte contraente garantirà detta approvazione fino a quanto consentito dai propri indirizzi politici, regolamenti e leggi nazionali.

- h. La parte contraente che nell'ambito del presente accordo riceve informazioni soggette a diritto esclusivo od altre informazioni riservate o privilegiate, rispetterà la natura di tali informazioni. Le informazioni soggette a diritto esclusivo e quelle riservate o privilegiate dovranno essere chiaramente contraddistinte in modo da indicare tale loro natura. Le informazioni riservate o privilegiate devono inoltre essere accompagnate da una dichiarazione indicante che esse sono protette dalla divulgazione pubblica da parte del Governo della parte trasmittente, e sono fornite alla condizione che vengano mantenute riservate.
- i. Se, per qualsiasi ragione, una delle parti diviene o ragionevolmente si aspetta di divenire consapevole di non essere in grado di osservare le disposizioni del presente articolo concernenti la non diffusione, essa dovrà informare immediatamente l'altra parte. Le parti si consulteranno successivamente per definire un adeguato corso di azione.
- j. Nulla di quanto contenuto nel presente Accordo precluderà all'una o all'altra contraente di utilizzare o diffondere informazioni ricevute, senza restrizioni di una parte, da fonti al di fuori del presente Accordo.

## IV - DURATA

- a. Il presente (nuovo) Accordo di scambio di informazioni entrerà in vigore al momento della firma ed avrà la durata di cinque anni a meno che non venga esteso per un ulteriore periodo mediante accordo fra le parti.
- b. Ciascuna delle parti può recedere dal presente Accordo dopo averne dato notifica scritta all'altra parte 90 giorni prima della data alla quale intende recedere.

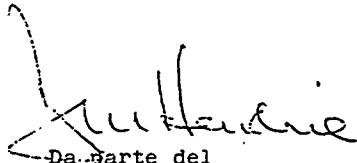
Sottoscritto il 1° Aprile 1981 a Washington, D.C. in due originali, uno di lingua inglese e l'altro in lingua italiana, essendo ambedue i testi egualmente autentici.

Firmato :



Da parte del

Comitato Nazionale per  
l'Energia Nucleare

  
Da parte del

United States Nuclear  
Regulatory Commission

APPENDICE "A"

SCAMBIO INFORMAZIONI TRA LA U.S.N.R.C. ED IL C.N.E.N SULLE  
RICERCHE DI SICUREZZA DEI REATTORI  
SETTORI IN CUI L'U.S.N.R.C. EFFETTUA RICERCHE DI SICUREZZA SUI  
REATTORI AD ACQUA LEGGERA

1. Studi sulle rotture del sistema di refrigerazione primario
2. Programma sulla tecnologia degli acciai di grosso spessore
3. Programma LOFT
4. Impianto per escursioni di potenza - Prove sui sottoinsiemi.
5. Prove di effetti separati - Studi sugli incidenti di perdita di refrigerante
6. Analisi dell'incidente di perdita di refrigerazione - Sviluppo del modello analitico
7. Criteri di progettazione per tubazioni, pompe e valvole
8. Studi alternativi sui sistemi di refrigerazione di emergenza del nocciolo (ECCS)
9. Studi sulla fusione del nocciolo
10. Studi sul rilascio e trasporto dei prodotti di fissione
11. Studi probabilistici
12. Danneggiamento dello zirconio

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NOTA

I codici del calcolo sviluppati dalla U.S.N.R.C. ed utilizzabili per le ricerche di cui sopra potranno essere disponibili "nello stato in cui si trovano". La U.S.N.R.C. e i contraenti per suo conto non saranno in genere disponibili per l'interpretazione di lavori non completati.

APPENDICE "B"

SCAMBIO DI INFORMAZIONI TRA LA U.S.N.R.C. ED IL C.N.E.N. SULLE  
RICERCHE DI SICUREZZA DEI REATTORI  
SETTORI IN CUI IL C.N.E.N. EFFETTUA RICERCHE DI SICUREZZA SUI  
REATTORI AD ACQUA LEGGEPA

1. Studi teorici e sperimentali relativi agli incidenti di perdita di refrigerante (svuotamento e sistemi di refrigerazione di emergenza).
2. Comportamento del combustibile in condizioni normali ed anormali.
3. Comportamento meccanico dei componenti in condizioni normali ed anormali di funzionamento.
4. Tutti i codici di calcolo applicabili agli argomenti di cui sopra a qualsiasi stadio di sviluppo essi si trovino.
5. Dati relativi a tutti gli esperimenti di cui sopra.

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NOTA

I dati ed i codici di calcolo saranno forniti nello stato in cui si trovano al momento della richiesta. Il CNEN e gli altri enti o istituti che operano per suo conto non saranno in genere disponibili per l'interpretazione di lavori non terminati.

ADDENDUM SUI BREVETTI

- A. In merito a qualsiasi invenzione o scoperta fatta o concepita durante il presente Accordo di scambio tecnico e cooperazione in materia di ricerca di sicurezza dei reattori fra la USNRC e il CNEN oppure nel corso o nell'ambito di detto Accordo, qualora detta invenzione o scoperta fosse fatta o concepita durante la partecipazione a riunioni oppure quando si utilizzassero informazioni trasmesse in virtù del presente Accordo da una delle parti o dai suoi contraenti all'altra parte o ai suoi contraenti, la parte che ha fatto l'invenzione acquisterà in tutti i paesi ogni diritto, titolo o interesse relativo a tale invenzione, scoperta, domanda di brevetto o brevetto, concedendo però all'altra parte una licenza irrevocabile, non esclusiva, esente da "royalties" con il diritto di concedere in tutti i paesi sub-licenze relative all'invenzione, scoperta, domanda di brevetto o brevetto di cui trattasi, ai fini dell'impiego nella produzione od utilizzazione di materiale nucleare speciale o di energia atomica.
- B. Ciascuna delle parti si assumerà l'onere di corrispondere i premi o i compensi che dovessero essere corrisposti ai propri cittadini in conformità alle sue leggi.

# **NORWAY**

## **Employment**

*Agreement effected by exchange of notes  
Dated at Oslo April 15 and July 21, 1981;  
Entered into force July 21, 1981.*

*The American Embassy to the Norwegian Ministry of Foreign Affairs*

M/24

The Embassy of the United States of America presents its compliments to the Royal Norwegian Ministry of Foreign Affairs and proposes that, on a reciprocal basis, dependents of employees of the United States Government assigned to official duty in Norway and dependents of employees of the Norwegian Government assigned to official duty in the United States be authorized to be employed in the receiving country.

In the case of dependents who seek employment in the United States, an official request must be made by the Royal Norwegian Embassy in Washington to the Office of Protocol in the Department of State. Upon verification that the person is a dependent of an official employee of the Norwegian Government, the Royal Norwegian Embassy will be informed by the Office of Protocol that the dependent has permission to accept employment.

In the case of dependents who seek employment in Norway, the request shall be made by the United States Embassy in Norway, to the Royal Norwegian Ministry of Foreign Affairs, which similarly, after verification, shall inform the United States Embassy that the dependents may accept employment.

As to dependents who obtain employment under this agreement and who have immunity from the jurisdiction of the receiving country in accordance with Article 31 of the Vienna Diplomatic Convention on Privileges and Immunities of the United Nations,<sup>[1]</sup> or any other applicable international agreement, immunity from civil and administrative jurisdiction with respect to all matters arising out of such employment is hereby irrevocably waived by the sending State concerned. Such dependents are also responsible for payment of income tax on any remuneration received as a result of employment in the receiving State.

The Embassy of the United States of America further proposes that, if these understandings are acceptable to the Government of Norway, this Note and the Government of Norway's reply concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of that reply Note 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.

The Embassy of the United States of America avails itself of this opportunity to assure the Royal Norwegian Ministry of Foreign Affairs of its highest consideration.

Embassy of the United States of America

Oslo, Norway

April 15, 1981

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<sup>[1]</sup>Should read "Vienna convention on diplomatic relations". Done at Vienna Apr. 18, 1961.  
TIAS 7502; 23 UST 3227.

*The Norwegian Ministry of Foreign Affairs to the American Embassy*

*Ministère Royal  
des  
Affaires Etrangères*

The Royal Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America, and has the honour to refer to the note of April 15, proposing, on a reciprocal basis, that dependents of employees of the United States Government assigned to official duty in Norway and dependents of employees of the Norwegian Government assigned to official duty in the United States, be authorized to be employed in the receiving country.

The proposed understandings are fully acceptable to the Government of Norway, and the Royal Ministry of Foreign Affairs confirms that this reply constitutes an agreement between our two governments which 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.

The Royal Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its highest consideration. //

Oslo, July 21, 1981



TIAS 10882

**NETHERLANDS**  
**Defense: Communications**

*Agreement effected by exchange of notes  
Signed at The Hague December 7, 1981 and March 4, 1982;  
Entered into force July 19, 1983.*

*The American Ambassador to the Dutch Minister for Foreign Affairs*EMBASSY OF THE  
UNITED STATES OF AMERICA

The Hague, December 7, 1981

Excellency,

I have the honor to refer to the Agreement between our Governments of August 13, 1954 concerning the stationing of United States Forces in the Kingdom of The Netherlands<sup>[1]</sup> and to recent discussions between officials of the Embassy and the Kingdom of The Netherlands regarding the United States desire to enhance its ability to inform its forces stationed in The Netherlands by establishing an Armed Forces television transmitter at the 32nd Tactical Fighter Squadron at Soesterberg Airfield, for the purpose of disseminating information exclusively for the use of the United States military community in The Netherlands. Such a transmission facility will be of particular importance to improve and ensure military readiness as it enables a timely recalling of service personnel to duty status in time of actual crisis. During peacetime its purpose is to provide information and entertainment to service personnel and their families which is an essential element in unit and individual morale.

I have the honor to propose now that concerning the above the following agreement be concluded between the Government of His Excellency

Max van der Stoel

Minister for Foreign Affairs of

The Netherlands

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<sup>1</sup>TIAS 3174; 6 UST 103.

the United States and the Government of the Kingdom of The Netherlands:

1. At the United States 32nd Tactical Fighter Squadron at Soesterberg Airfield an American Forces Network Europe television transmitter will be stationed.

2. Operation of the television transmitter will be conducted within the following parameters:

a. Programing will initially be provided by a manned studio playing pre-recorded video-tape material with the capability for only limited local programing for command information purposes.

b. Programs will be strictly non-commercial.

c. All transmitting periods will begin and end with a statement that programing is intended exclusively for the United States military community at Soesterberg. The US authorities will not authorize any usage of the programmed material for other than the official US audience.

d. A low-power transmitter, sufficient to serve US military personnel within a radius of 15 kilometers of Soesterberg Airfield, will be used, applying NTSC-standard (system M).

e. The competent authorities shall establish a Technical Schedule giving all details for the implementation of the provisions of this Agreement. In order to prevent interference and other disturbances, this Schedule shall contain provisions which are, as much as possible, consistent with the relevant Netherlands' regulations, in the understanding that there is a strong preference for a channel higher than 68. The above mentioned authorities shall, whenever appropriate, consult each other to determine if any modification to the Schedule is required.

3. The arrangement referred to in this note will remain in effect for the duration of the stationing of US Armed Forces in The Netherlands or until such time as the two Governments mutually agree upon their termination.

If the foregoing provisions are acceptable to your Government, this note and Your Excellency's reply thereto indicating such acceptance shall constitute the agreement between our two Governments concerning this matter.

After the approval constitutionally required in The Netherlands has been obtained, the present agreement shall enter into force on the date of receipt by the US Government of a relevant notification from The Netherlands Government.<sup>[1]</sup>

Accept, Excellency, the assurance of my highest consideration.

[WILLIAM J. DYESS]

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<sup>1</sup> July 19, 1983.

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

Treaties Department  
DVE/VV-NA 874

The Hague, March 4, 1982

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note No. 99 of December 7, 1981 which reads as follows:

[For text of the U.S. note, see pp. 2-4.]

In reply I have the honour to inform Your Excellency that the foregoing provisions are acceptable to the Government of the Kingdom of the Netherlands. Your Note and the present reply shall therefore constitute an Agreement between the two Governments, which shall enter into force on the date of receipt by the U.S. Government of a notification from the Netherlands Government, indicating that the approval constitutionally required in the Netherlands has been obtained.

Accept, Excellency, the assurance of my highest consideration.

A handwritten signature in black ink, appearing to read "M. van der Stoel".

M. van der Stoel

Minister for Foreign Affairs of the  
Kingdom of the Netherlands.

To His Excellency  
William J. Dyess  
Ambassador Extraordinary  
and Plenipotentiary of  
the United States of America  
at  
The Hague

# **PEOPLE'S REPUBLIC OF CHINA**

## **Taxation: Exemption of Transportation Income of Ships and Aircraft**

*Agreement signed at Beijing March 5, 1982;  
Transmitted by the President of the United States of America to the  
Senate June 16, 1982 (Treaty Doc. No. 97-24, 97th Cong., 2d Sess.);  
Reported favorably by the Senate Committee on Foreign Relations  
July 11, 1983 (S. Ex. Rept. No. 98-14, 98th Cong., 1st Sess.);  
Advice and consent to ratification by the Senate July 27, 1983;  
Ratified by the President September 6, 1983;  
Proclaimed by the President September 17, 1984;  
Entered into force September 23, 1983;  
Effective January 1, 1981.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Agreement between the Government of the United States of America and the Government of the People's Republic of China with respect to Mutual Exemption from Taxation of Transportation Income of Shipping and Air Transport Enterprises was signed at Beijing on March 5, 1982, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of July 27, 1983, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Agreement;

The Agreement was ratified by the President of the United States of America on September 6, 1983, in pursuance of the advice and consent of the Senate;

Each of the Contracting States notified the other Contracting State in writing, through diplomatic channels, upon the completion of its respective legal procedures to bring the Agreement into force, and accordingly the Agreement entered into force on September 23, 1983; effective January 1, 1981, as specified in Article VIII;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Agreement to the end that it be observed and fulfilled with good faith on and after September 23, 1983, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington

[SEAL]

this seventeenth day of  
September in the year of  
our Lord one thousand  
nine hundred eighty-four  
and of the Independence  
of the United States of  
America the two hundred  
ninth.

By the President:

*George P. Shultz*

Secretary of State

*Ronald Reagan*

AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA  
WITH RESPECT TO  
MUTUAL EXEMPTION FROM TAXATION OF TRANSPORTATION  
INCOME OF SHIPPING AND AIR TRANSPORT ENTERPRISES

The Government of the United States of America and the Government of the People's Republic of China have agreed as follows, with respect to mutual exemption from taxation of transportation income of shipping and air transport enterprises:

ARTICLE I

Income and profits of an enterprise of a Contracting State from the operation of ships or aircraft in international traffic shall be taxable only in that Contracting State.

ARTICLE II

1. The term income and profits from the operation of ships and aircraft includes:

(a) Income and profits from the operation of passenger, cargo, or mail transportation service by the owner or charterer of a ship or aircraft, and the sale of tickets related to such transportation;

(b) income and profits from the rental of ships or aircraft which are operated in international traffic by the lessee;

(c) income and profits from the rental of ships or aircraft if such rental is incidental to the operation of ships or aircraft in international traffic; and

(d) income and profits from the rental or use of containers (and related equipment for the transport of containers) used in international traffic.

The income and profits referred to in (a) through (d) above are, in each case, derived by an enterprise of a Contracting State.

2. The term international traffic means any transport by a ship or aircraft, except when such transport is solely between places in the other Contracting State.

### ARTICLE III

Gains derived by an enterprise of a Contracting State from the alienation of ships, aircraft, or containers operated in international traffic shall be taxable only in that State.

### ARTICLE IV

1. The term enterprise means:

(a) A state-owned or collectively-owned enterprise of, and an enterprise carried on by a resident of, the People's Republic of China; and

(b) an enterprise carried on by a company incorporated in the United States of America and an enterprise carried on by a resident of the United States of America.

2. The term enterprise also includes a participation in a partnership or joint business by an enterprise referred to in paragraph 1.

**ARTICLE V**

Salaries and other remuneration derived by a resident of a Contracting State employed as a member of the crew of a ship or aircraft operated in international traffic shall be exempt from tax in the other Contracting State.

**ARTICLE VI**

The competent authorities of the Contracting State shall seek to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of this Agreement.

**ARTICLE VII**

Nothing in this Agreement prevents a Contracting State from taxing its residents and citizens.

**ARTICLE VIII**

Each of the Contracting States shall notify the other Contracting State in writing, through diplomatic channels, upon the completion of their respective legal procedures to bring this Agreement into force. The Agreement shall enter into force on the date of the later of such notifications and the provisions shall take effect on January 1, 1981.<sup>[1]</sup>

**ARTICLE IX**

This Agreement shall remain in force indefinitely. However, either Contracting State may terminate the Agreement by giving six months prior notice to the other Contracting State, through diplomatic channels, in which case the Agreement shall cease to have effect as of January 1 following the expiration of the six months period.

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<sup>1</sup> Sept. 23, 1983, pursuant to United States note of that date and Chinese note of July 28, 1983.

Done at Beijing this fifth day of March, 1982, in  
duplicate, in the English and Chinese languages, the two  
language texts having equal authenticity.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

*Arthur W. Hummel Jr.* [¹]

FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF CHINA

*王丙乾* [²]

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<sup>1</sup> Arthur W. Hummel, Jr.  
<sup>2</sup> Wang Bingqian.

**中华人民共和国政府和美利坚合众国政府  
关于互免海运、空运企业  
运输收入税收的协定**

中华人民共和国政府和美利坚合众国政府，就海运、  
空运企业的运输收入互免税收问题，达成协议如下：

**第 一 条**

缔约一方的企业在经营海运、空运国际运输中的业务  
收入、利润只在该缔约国纳税。

**第 二 条**

一、海运、空运业务的收入和利润包括：

(一) 由船舶或飞机的所有者或租用者经营的客运、  
货运和邮政运输业务的收入和利润，以及有关上述运输票  
证出售的业务收入和利润。

(二) 出租者在国际运输中经营出租船舶或飞机的租  
金收入和利润。

(三) 在经营海运、空运国际运输业务中附带有出租船舶或飞机的租金收入和利润。

(四) 在国际运输中出租或使用集装箱(以及运输集装箱有关设备)的收入和利润。

上述一至四款所得收入和利润是指由缔约一方企业所取得的收入和利润。

二、国际运输是指船舶或飞机的运输，仅发生在缔约另一方各地之间的运输不包括在内。

### 第三条

转让在国际运输中经营的船舶、飞机或集装箱的利得，应仅在该缔约国纳税。

### 第四条

一、上述企业是指：

(一) 中华人民共和国的国营、集体所有制企业，以及由中华人民共和国的居民经营的企业。

(二) 在美利坚合众国组成的公司经营的企业，以及美利坚合众国的居民经营的企业。

二、上述第一款所指的企业也包括它参加的合伙与合营的企业。

### 第五条

缔约一方的居民在经营国际运输的船舶或飞机上被雇为船员或机组成员，其工资、劳务所得在缔约另一方应予免税。

### 第六条

缔约双方主管当局在解释或实施本协定时，如发生困难或疑义，应相互协商，寻求解决。

### 第七条

本协定规定并不阻止缔约一方对其居民和公民征税。

### 第八条

本协定应在缔约双方完成各自的法律程序后，通过外交途径以书面通知对方。本协定应自最后一方通知之日起生效。

本协定各条款从一九八一年一月一日起有效。

### 第九条

本协定长期有效，但缔约任何一方均可提前六个月通过外交途径书面通知对方予以终止，本协定将在满六个月以后的一月一日起不再生效。

本协定于一九八二年三月五日在北京签订，共两份，每份都用中文和英文写成，两种文本具有同等效力。

中华人民共和国政府

代 表

王丙乾

美利坚合众国政府

代 表

Arthur W. Hummel Jr.

## **ST. VINCENT AND THE GRENADINES**

### **Telecommunications: Radio Communications Between Amateur Stations on Behalf of Third Parties**

*Agreement effected by exchange of notes*

*Signed at Bridgetown and St. Vincent April 22 and*

*September 27, 1982;*

*Entered into force September 27, 1982;*

*Effective October 27, 1982.*

*The American Embassy to the Ministry of External Affairs of St. Vincent  
and the Grenadines*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 004

The Embassy of the United State of America presents its compliments to the Ministry of External Affairs of St. Vincent and the Grenadines and has the honor to propose that an arrangement be concluded between the United States and St. Vincent to permit the exchange of third party messages between the radio amateurs of the United States and St. Vincent.

The Embassy has been authorized to submit for the consideration of the St. Vincent Government , the following proposal:

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

- "1. No compensation may be directly or indirectly paid on such messages or communications.
- "2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications

TIAS 10885

relating directly to safety of life or property, such communications may be handled by amateur stations of the respective countries.

"3. This arrangement shall be applicable with respect to all amateur radio stations duly licensed by appropriate authorities of either the United States or St. Vincent.

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

The Embassy has the honor to suggest to the Ministry of External Affairs, providing that the Ministry concurs with the proposal quoted above, that this note, together with the Ministry's note in reply concurring with the proposal, constitute an understanding between the two Governments with respect to this matter, such understanding to be effective 30 days from the time of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs of St. Vincent and the Grenadines the assurances of its highest consideration.

Embassy of the United States of America  
Bridgetown, April 22, 1982.

*The Permanent Secretary, Ministry of Communications, Works, and Labour of St. Vincent and the Grenadines to the American Embassy*

Ref. No. \_\_\_\_\_



MINISTRY OF COMMUNICATIONS,  
WORKS, AND LABOUR  
ST. VINCENT & THE GRENADINES.

27th September, 1982

The Embassy of the  
United States of America,  
P.O. Box 302,  
Bridgetown,  
B.W.I.

Sir;

Kindly refer to your letter of April 22nd 1982  
addressed to the Ministry of External Affairs  
Saint Vincent on the subject of the exchange of  
third party messages between the radio amateurs  
of the United States and Saint Vincent.

This serves to advise that this Government has  
found the proposals to be reasonable and acceptable.

Yours faithfully,

Permanent Secretary  
Communications, Works and  
Labour.

<sup>1</sup> Rawle H. Marshall.

## **JAMAICA**

### **Employment**

*Agreement effected by exchange of notes  
Dated at Kingston May 3 and October 11, 1982;  
Entered into force October 11, 1982.*

*The American Embassy to the Jamaican Ministry of Foreign Affairs*

JAMAICA  
CITY OF KINGSTON  
EMBASSY OF THE UNITED STATES  
OF AMERICA

No. 117

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of Jamaica and has the honor to propose that dependents of employees of the Government of the United States of America assigned to official duty in Jamaica and of employees of the Government of Jamaica assigned to official duty in the United States of America be authorized to accept employment in the receiving state without restriction as to type of employment.

In this agreement "Dependents" would include:

- (I) Spouses;
- (II) Unmarried dependent children under 21 years of age;
- (III) Unmarried dependent children under 25 years of age; who are in full-time attendance as students at a post-secondary educational institution; and
- (IV) Unmarried children who are physically or mentally disabled.

In the case of dependents of employees of the Government of the United States of America assigned to official duty in Jamaica and who hold an offer of employment in Jamaica, an official request would be made by the Embassy of the United States of America in Kingston to the Office of the Chief of Protocol in the Ministry of Foreign Affairs. Upon verification that the person is a dependent of an official employee, the Embassy of the United States of America would be informed by the Office of the Chief of Protocol that the dependent has permission to accept employment.

In the case of dependents of employees of the Government of Jamaica assigned to official duty in the United States of America and who hold an offer of employment in the United States, an official request would be made by the Embassy of Jamaica in Washington to the Office of the Chief of Protocol in the Department of State. Upon verification that the person is a dependent of an official employee, the Embassy of Jamaica would be informed by the Office of the Chief of Protocol that the dependent has permission to accept employment.

As to dependents who obtain employment under such an agreement and who have immunity from the jurisdiction of the receiving country in accordance with Article 37 of the Vienna Convention on diplomatic relations, [1] or any other applicable international agreement, immunity from civil and administrative jurisdiction with respect to all matters arising out of such employment would thereby be waived by the sending state concerned. Such dependents would also be responsible for payment of income tax and social security contributions on any remuneration received as a result of employment in the receiving state.

The agreement would remain in effect until terminated by either government on ninety days written notice to the other.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of Jamaica the assurances of its highest consideration.

Embassy of the United States of America  
Kingston, Jamaica, May 3, 1982

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<sup>1</sup> TIAS 7502; 23 UST 3244.

*The Jamaican Ministry of Foreign Affairs to the American Embassy*

36/031

*Jamaican Foreign Service*

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No.117 of May 3, 1982, proposing a reciprocal agreement to be established between the Government of the United States of America and the Government of Jamaica pertaining to the employment of dependents of employees of the Government of the United States of America assigned to official duties in Jamaica and employees of the Government of Jamaica assigned to official duties in the United States of America.

The Ministry of Foreign Affairs understands "official employees" of the United States of America in Jamaica to include personnel in the Embassy of the United States of America, the United States Agency for International Development (USAID), the United States International Communications Agency (USICA) and the United States Peace Corps.<sup>[1]</sup> "Official employees" of Jamaica would include personnel of the Jamaican Missions and of Jamaica Government Agencies in the United States of America.

The Ministry of Foreign Affairs agrees to the terms of the proposal as set out in the abovementioned Note on the understanding that the Note and this reply shall constitute an agreement between our two countries.

<sup>[1]</sup> It was subsequently confirmed that all employees of all U.S. Government agencies assigned to official duties in Jamaica would be included.

The Ministry 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.



Embassy of the United States of America

Kingston, Jamaica

11th October, 1982

## **JORDAN**

### **Aviation: Technical Assistance and Services**

*Agreement amending and extending the agreement of April 1  
and May 3, 1980.*

*Signed at Washington and Amman August 11, 1982 and  
January 11, 1983;  
Entered into force January 11, 1983.*

AMENDMENT 1  
TO  
MEMORANDUM OF AGREEMENT NAT-I-988  
BETWEEN THE  
UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

AND THE

HASHEMITE KINGDOM OF JORDAN  
MINISTRY OF TRANSPORT  
CIVIL AVIATION AUTHORITY<sup>[1]</sup>

I. GENERAL

This Amendment provides for a change to the name and authority of the civil aviation organization of the Hashemite Kingdom of Jordan and extends the expiration date of this Agreement.

II. CHANGES

A. Wherever the words "Civil Aviation Department" appear in this Agreement and associated Annexes, change to "Civil Aviation Authority".

B. Wherever the abbreviation "CAD" appears in this Agreement and associated Annexes, change to "JCAA".

C. Wherever the title "Director General of Civil Aviation (DGCA)" appears in this Agreement and associated Annexes, change to "Director General Civil Aviation Authority (DGCAA)":

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<sup>1</sup> TIAS 9777; 32 UST 1360.

D. In Article IX change the expiration date of this Agreement from "June 30, 1985" to "June 30, 1990".

**III. APPROVALS**

The FAA and the JCAA agree to the provisions of this Amendment as indicated by the signatures of their duly authorized officers.

HASHEMITE KINGDOM OF JORDAN  
MINISTRY OF TRANSPORT  
CIVIL AVIATION AUTHORITY

By: S. Al-Kurdi [1]  
Title: Director General  
Civil Aviation Authority

Date: 11 JAN. 1983

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

By: Norman H. Plummer [2]  
Title: Director of  
International Aviation

Date: 11 AUG 1982

<sup>1</sup> Saleh Al-Kurdi.

<sup>2</sup> Norman H. Plummer.

## **BAHAMAS**

### **Shipping: Louisiana Offshore Oil Port**

*Agreement effected by exchange of notes*

*Signed at Nassau September 23 and October 5, 1982;  
Entered into force October 5, 1982.*

*The Bahamian Minister of External Affairs to the American Charge  
d'Affaires, ad interim*



No. MEA/266/1/1.  
In replying please  
quote this number.

Sir,

I have the honour to refer to the expression of interest and invitation by the Department of Transportation contained in its letter to Ambassador Wood dated 22nd July, 1982 which is attached<sup>[1]</sup> that there be an exchange of Notes between our respective Governments incorporating the agreement of our respective Governments that vessels registered in The Commonwealth of The Bahamas and the personnel on board such vessels utilizing the Louisiana Offshore Oil Port (LOOP, Inc.), a deepwater port facility established under the Deepwater Port Act of 1974,<sup>[2]</sup> for the purposes stated therein shall, whenever they may be present within the safety zone of such deepwater ports, be subject to the jurisdiction of the United States and The Commonwealth of The Bahamas on the same basis as when in coastal ports of the United States.

It is the understanding of the Government of The Commonwealth of The Bahamas and of the Government of the United States of America that such agreement shall not apply to vessels registered in The Commonwealth of The Bahamas or flying the flag of The Commonwealth of The Bahamas merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port.

If the foregoing is acceptable to the Government of the United States of America, I have the honour to propose that this Note, together with your reply thereto, shall constitute an agreement between our two Governments to enter into force upon the date of your reply to that effect, and to remain in force until terminated by six months written notice by either party to the other.

Accept, Mr. Charge, the renewed assurances of my highest consideration.

*P. L. Adderley*  
Paul L. Adderley  
MINISTER OF EXTERNAL AFFAIRS  
COMMONWEALTH OF THE BAHAMAS

The Charge d'Affaires, a.i.  
Embassy of the United States  
of America,  
Queen Street,  
NASSAU, Bahamas

<sup>1</sup> Not printed.

<sup>2</sup> P.L. 93-627; 33 U.S.C. 1501.

*The American Chargé d'Affaires, ad interim to the Bahamian Minister of  
External Affairs*

No. 148

Nassau, October 5, 1982

Excellency:

I have the honor to acknowledge receipt of Your Excellency's Note of September 23, 1982 (No. MEA/266/1/1111), the terms of which are as follows:

[For text of the Bahamian note, see p. 2.]

I have the honor to confirm that the Government of the United States agrees to this arrangement and your Note and this reply shall constitute an agreement between our respective Governments which shall enter into force on today's date.

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

Chargé d'Affaires ad interim

His Excellency  
Paul L. Adderley  
Minister of External Affairs,  
Nassau, Bahamas

## **EUROPEAN COMMUNITIES**

### **Trade: Steel Products**

*Arrangement effected by exchange of letters*

*Signed at Brussels and Washington October 21, 1982;*

*Entered into force October 21, 1982.*

*With agreed minute and related letters.*

*The Vice President, European Communities to the Secretary, Department  
of Commerce*

COMMISSION  
OF THE  
EUROPEAN COMMUNITIES

The Honorable Malcolm BALDRIGE  
Secretary  
Department of Commerce  
Washington D.C. 20230  
U.S.A.

Brussels, October 21, 1982

Dear Mr. Secretary,

As we have discussed, the European Coal and Steel Community and the European Economic Community (EC) are prepared to restrain certain steel exports to the United States.

It is our understanding that, in conjunction with such action by the EC, the United States Government is prepared to undertake certain other actions vis-a-vis trade in these products.

The elements of our program and a description of the complementary U.S. actions are set forth in the enclosed text (the "Arrangement").

In entering into this Arrangement, the EC does not admit to having bestowed subsidies on the manufacture, production or exportation of the products that are the subject of the countervailing duty petitions to be withdrawn or that any such subsidies have caused any material injury in the U.S.A. Neither does it admit that its enterprises have engaged in dumping practices which are the subject of the anti-dumping duty petitions to be withdrawn or that any such practices have caused any material injury in the U.S.A.

This Arrangement is entered into without prejudice to the rights of the U.S. Government and of the EC under the GATT.

We understand that the US Government recognizes the implications of this Arrangement vis-a-vis trade in certain steel products as defined in the Arrangement with the EC for international competitiveness, national economic and security interests, and trade in capital goods, and will be fully cognizant of these implications in exercising its discretionary authority under section 337 of the Tariff Act of 1930,<sup>[1]</sup> section 201 and 301 of the Trade Act of 1974,<sup>[2]</sup> section 232 of the Trade Expansion Act of 1962,<sup>[3]</sup> and section 103 of the Revenue Act of 1971<sup>[4]</sup> with regard to such products and shall do so only after consultations with the EC.

The independent forecaster for the purposes of Article 5 of the Arrangement shall be Data Resources, Inc.

Consultations between the, EC and the US will be held in 1985 to review the desirability of extending and possibly modifying the Arrangement.

I look forward to hearing from you at your early convenience.

Yours faithfully,

*E. Davignon*  
E. DAVIGNON  
Vice President

<sup>1</sup> 19 U.S.C. §1337.

<sup>2</sup> 19 U.S.C. §2251, §2411.

<sup>3</sup> 19 U.S.C. §1862.

<sup>4</sup> 26 U.S.C. §48(a)(7).

## ARRANGEMENT

concerning trade in certain steel products between the European Coal and Steel Community (hereinafter called "the ECSC") and the United States (hereinafter called "the US").

1. Basis of the Arrangement

Recognizing the policy of the ECSC of restructuring its steel industry including the progressive elimination of state aids pursuant to the ECSC State Aids Code; recognizing also the process of modernization and structural change in the United States of America (hereinafter called the "USA"); recognizing the importance as concluded by the OECD of restoring the competitiveness of OECD steel industries; and recognizing, therefore, the importance of stability in trade in certain steel products between the European Community (hereinafter called "the Community") and the USA;

The objective of this Arrangement is to give time to permit restructuring and therefore to create a period of trade stability.

To this effect the ECSC\* shall restrain exports to or destined for consumption in the USA of products described in Article 3 a) originating in the Community (such exports hereinafter called "the Arrangement products") for the period 1st November 1982 to 31st December 1985.

The ECSC shall ensure that in regard to exports effected between 1st August and 31st October 1982, aberrations from seasonal trade patterns of Arrangement products will be accommodated in the ensuing licensing period.

2. Condition – Withdrawal of petitions; new petitions

- a) The entry into effect of this Arrangement is conditional upon:
  - (1) the withdrawal of the petitions and termination of all investigations concerning all countervailing duty and antidumping duty petitions listed in Appendix A at the latest by 21st October 1982; and
  - (2) receipt by the US at the same time of an undertaking from all such petitioners not to file any petitions seeking import relief under US law, including counter-

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\* To the extent that the Arrangement products are subject to the Treaty establishing the European Economic Community (the EEC), the term "ECSC" should be substituted by "the EEC".  
[Footnote in the original.]

vailing duty, antidumping duty, section 301 of the Trade Act of 1974 (other than Section 301 petitions relating to third country sales by US exporters) or Section 337 of the Tariff Act of 1930, on the Arrangement products during the period in which this Arrangement is in effect.

- b) If during the period in which this Arrangement is in effect any such investigations\* or investigations under Section 201 of the Trade Act of 1974, Section 232 of the Trade Expansion Act of 1962, or Section 301 of the Trade Act of 1974 (other than Section 301 petitions relating to third country sales by US exporters) are initiated or petitions filed or litigation (including anti-trust litigation) instituted with respect to the Arrangement products, and the petitioner or litigant is one of those referred to in Article 2 a), the ECSC shall be entitled to terminate the Arrangement with respect to some or all of the Arrangement products after consultations with the US, at the earliest 15 days after such consultation.

If such petitions are filed or litigation commenced by petitioners or litigants other than those referred to in the previous paragraph, or investigations initiated, on any of the Arrangement products, the ECSC will be entitled to terminate the Arrangement with respect to the Arrangement

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\* With respect to any Section 337 investigation, the parties shall consult to determine the basis for the investigation. [Footnote in the original.]

product which is the subject of the petition, litigation or investigation, after consultation with the US at the earliest 15 days after such consultation. In addition, if during these consultations it is determined that the petition, litigation or investigation threatens to impair the attainment of the objectives of the Arrangement, then the ECSC shall be entitled to terminate the Arrangement with respect to some or all Arrangement products at the earliest 15 days after such consultations.

These consultations will take into account the nature of the petition or litigation, the identity of the petitioner or litigant, the amount of trade involved, the scope of relief sought and other relevant factors.

- c) If, during the term of this Arrangement, any of the above mentioned proceedings or litigation is instituted in the USA against certain steel products as defined in Article 3 b) imported from the Community which are not subject to this Arrangement and which substantially threaten its objective, then the ECSC and the US, before taking any other measure, shall consult to consider appropriate remedial measures.

3. Product description

a) The products are:

Hot-rolled sheet and strip  
Cold-rolled sheet  
Plate  
Structurals  
Wire rods  
Hot-rolled bars  
Coated sheet  
Tin plate  
Rails  
Sheet piling

as described and classified in Appendix B by reference to corresponding Tariff Schedules of the United States Annotated (TSUSA) item numbers and EC NIMEXE classification numbers.

b) For purposes of this Arrangement, the term "certain steel products" refers to the products described in Appendix E.

4. Export Limits

a) For the period 1st November 1982 to 31st December 1983 (hereinafter called "the Initial Period") and thereafter for each of the years 1984 and 1985 export licences shall be required

for the Arrangement products. Such licences shall be issued to Community exporters for each product in quantities no greater than the following percentages of the projected US Apparent Consumption (hereinafter called "export ceilings") for the relevant period:

<u>Product</u>	<u>Percentage</u>
Hot-rolled sheet and strip	6.81
Cold-rolled sheet	5.11
Plate	5.36
Structurals	9.91
Wire rods	4.29
Hot-rolled bars	2.38
Coated sheet	3.27
Tin plate	2.20
Rails	8.90
Sheet piling	21.85

For the purposes of this Arrangement, "US Apparent Consumption" shall mean shipments (deliveries) minus exports plus imports, as described in Appendix D.

- b) Where Arrangement products imported into the USA are subsequently reexported therefrom, without having been subject to substantial transformation, the export ceiling for such products for the period corresponding to the time of such reexport shall be increased by the same amount.
- c) For the purposes of this Arrangement the USA shall comprise both the US Customs Territory and US Foreign Trade Zones. In consequence the entry into the US Customs Territory of Arrangement products which have already entered into a Foreign Trade Zone shall not then be again taken into account as imports of Arrangement products.

5. Calculation and revision of US Apparent Consumption forecast and of export limits.

The US, in agreement with ECSC, will select an independent forecaster which will provide the estimate of U.S. Apparent Consumption for the purposes of this Arrangement.

For the Initial Period, a first projection of the U.S. Apparent Consumption by product will be established as early as possible and in any event before 20th October 1982. A provisional export

ceiling for each product will then be calculated for that period by multiplying the U.S. Apparent Consumption of each product by the percentage indicated in Article 4 for that product. These figures for projected consumption will be revised in December 1982, February, May, August and October of 1983, by the said independent forecasters, and appropriate adjustments will be made to the export ceilings for each product taking into account licences already issued under Article 4.

The same procedure will be followed to calculate and revise the US Apparent Consumption and export ceilings for 1984 and for 1985, the first projection being established by the independent forecasters by 1st October of 1983 and 1984 respectively.

In February of each year as from 1984, adjustments to that year's export ceiling for each product will be made for differences between the forecasted U.S. Apparent Consumption and actual U.S. apparent consumption of that product in the previous year or (in February 1984) in the Initial Period.

#### 6. Export Licences

- a) By Decisions and Regulations to be published in the Official Journal of the European Communities the ECSC will require an export licence for all Arrangement products. Such export

licences will be issued in a manner that will avoid abnormal concentration in exports of Arrangement products to the USA taking into account seasonal trade patterns. The ECSC shall take such action, including the imposition of penalties, as may be necessary to make effective the obligations resulting from the export licences. The ECSC will inform the U.S. of any violations concerning the export licences which come to its attention and the action taken with respect thereto.

Export licences will provide that shipment must be made within a period of three months.

Export licences will be issued against the export ceiling for the Initial Period or a specific calendar year as the case may be. Export licences may be used as early as 1st December of the previous year within a limit of eight (8) percent of the ceiling for the given year. Export licences may not be used after 31st December of the year for which they are issued except that licences not so used may be used during the first two months of the following year with a limit of eight (8) percent of the export ceiling of the previous year or of eight (8) percent of eighty-six (86) percent of the export ceiling of the Initial Period, as the case may be.

- b) The ECSC will require that the Arrangement products shall be accompanied by a certificate, substantially in the form set out on Appendix C, endorsed in relation to such a licence. The U.S. shall require presentation of such certificate as a condition for entry into the USA of the Arrangement products. The U.S. shall prohibit entry of such products not accompanied by such a certificate.

7. Technical adjustments

- a) The specific product export ceilings provided for in Article 4 may be adjusted by the ECSC with notice to the U.S. Adjustments to increase the volume of one product must be offset by an equivalent volume reduction for another product for the same period. Notwithstanding the preceding sentences, no adjustment may be made under this paragraph which results in an increase or a decrease in a specific product limitation under Article 4 by more than five (5) percent by volume for the relevant period.

The ECSC and the U.S. may agree to increase the above percentage limit.

b) Normally, only one change in a specific product export ceiling in a given year or the Initial Period may be made by an adjustment under the preceding paragraph or use of licences in December or January/February under Article 6(a). Accordingly, changes in a given year or the Initial Period by use of more than one of those three provisions may be made only upon agreement between the ECSC and the U.S.

8. Short supply

On the occasion of each quarterly consultation provided for in Article 10 the U.S. and the ECSC will examine the supply and demand situation in the USA for each of the products listed in Appendix B. If the U.S. in consultation with the ECSC determines that because of abnormal supply or demand factors, the US steel industry will be unable to meet demand in the USA for a particular product (including substantial objective evidence such as allocation, extended delivery periods or other relevant factors) an additional tonnage shall be allowed for such product or products by a special issue of licences limited to 10 percent of the ECSC's unadjusted export ceiling for that product or products.

In extraordinary circumstances as determined by the U.S. in consultation with the ECSC the U.S. will increase the allowable level of special licences.

Each authorized special issue export licence and certificate derived therefrom shall be so marked. Each such licence must be used within 180 days after the start of the quarter when that special issue began.

9. Monitoring

The ECSC will within one month of each quarter and for the first time by 31st January 1983 supply the U.S. with such non-confidential information on all export licences issued for Arrangement products as is required for the proper functioning of this Arrangement.

The U.S. will collect and transmit quarterly to the ECSC all non-confidential information relating to certificates received during the preceding quarter in respect of the Arrangement products, and relating to actions taken in respect of Arrangement products for violations of customs laws.

10. General

Quarterly consultations shall take place between the ECSC and the U.S. on any matter arising out of the operation of the Arrangement. Consultations shall be held at any other time at the request of either the ECSC or the U.S. to discuss any matters including trends in the importation of certain steel products which impair or threaten to impair the attainment of the objectives of this Arrangement.

In particular, if imports from the ECSC of certain steel products other than Arrangement products or of alloy Arrangement products show a significant increase indicating the possibility of diversion of trade from Arrangement products to certain steel products other than Arrangement products or from carbon to alloy within the same Arrangement product, consultations will be held between the U.S. and the ECSC with the objective of preventing such diversion, taking into account the ECSC 1981 US Market share levels.

Should these consultations demonstrate that there has indeed been a diversion of trade which is such as to impair the attainment of the objectives of the Arrangement, then within 60 days of the request for consultations both sides will take the necessary measures for the products concerned in order to prevent such a diversion. For alloy Arrangement products, such measures will

include the creation of separate products for purposes of Articles 3 and 4 at the ECSC 1981 U.S. market share levels. For certain steel products other than Arrangement products, such measures may include the creation of products for purposes of Articles 3 and 4.

Consultations will also be held if there are indications that imports from third countries are replacing imports from the ECSC.

11. Scope of the Arrangement

This Arrangement shall apply to the U.S. Customs Territory (except as otherwise provided in Article 4(c)) and to the territories to which the Treaty establishing the ECSC as presently constituted applies on the conditions laid down in that Treaty.

12. Notices

For all purposes hereunder the U.S. and the ECSC shall be represented by and all communications and notices shall be given and addressed to:

for the ECSC

The Commission of the European Communities  
(Directorates General for External Relations (I) and for  
Internal Market and Industrial Affairs (III))  
rue de la Loi, 200  
1049 Brussels, BELGIUM  
Tel: 235.11.11  
Telex: 21877 COMEU B

for the U.S.

U.S. Department of Commerce  
Deputy Assistant Secretary for Import Administration  
International Trade Administration  
Washington, D.C. 20230  
Tel: 202/377-17-80  
Telex: 892536 USDOC WSH DAS/IA/ITA

APPENDIX A

List of countervailing duty (CVD) and antidumping duty (AD) petitions\* to be withdrawn:

--CVD petitions, filed on January 11, 1982, by (1) United States Steel Corporation, (2) Bethlehem Steel Corporation, and (3) Republic Steel Corporation, Inland Steel Company, Jones and Laughlin Steel, Inc., National Steel Corporation, and Cyclops Corporation concerning certain steel products from Belgium, France, the Federal Republic of Germany, Italy, Luxembourg, the Netherlands, the United Kingdom, and the European Communities.

--AD petitions, filed on January 11, 1982, by (1) United States Steel Corporation, and (2) Bethlehem Steel Corporation concerning certain steel products from Belgium, France, the Federal Republic of Germany, Italy, Luxembourg, the Netherlands, and the United Kingdom.

--CVD petitions, filed on February 8, 1982, by Atlantic Steel Corporation, Georgetown Steel Corporation, Georgetown Texas Steel Corporation, Keystone Consolidated, Inc., Korf Industries, Inc., Penn Dixie Steel Corporation and Raritan River Steel Company concerning carbon steel wire rod from Belgium and France.

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\* For purposes of this Arrangement, the term "petitions" covers all matters included in the petitions filed on the dates listed, whether or not the DOC initiated investigations on the products or countries concerned.  
[Footnote in the original.]

--CVD petitions, filed on May 7, 1982, by United States Steel Corporation concerning carbon steel welded pipe from France, the Federal Republic of Germany and Italy.

--CVD petition, filed on September 3, 1982, by CF and I Steel Corporation concerning steel rails from the European Communities.

--AD petitions, filed on September 3, 1982, by CF and I Steel Corporation concerning steel rails from France, the Federal Republic of Germany and the United Kingdom.

APPENDIX BPRODUCT COVERAGE

<u>DESCRIPTION</u>	<u>NIMEXE NO.*</u>	<u>TSUSA NUMBERS</u>
Hot rolled carbon steel sheet and strip		
	73.08-03	607.6610
	73.08-05	607.6700
	73.08-07	607.8342
	73.08-21	608.1920
	73.08-25	608.2120
	73.08-29	608.2320
	73.08-41	
	73.08-45	
	73.08-49	
	73.12-19	
	73.13-21	
	73.13-23	
	73.13-26	
	73.13-32	
	73.13-34	
	73.13-36	
	73.62-10	
	73.64-20	
	73.65-23	
	73.65-25	
Hot rolled alloy steel sheet and strip		
	73.72-19	607.8100
	73.74-29	608.3820 (1)
	73.75-34	608.5520 (1)
	73.75-39	608.6720 (1)
	73.75-44	
	73.75-49	
Cold rolled carbon steel sheet		
	73.12-29 (2)	607.8320
	73.13-41	607.8344
	73.13-43	
(1) Covered if hot rolled		
(2) covered if over 12" in width		

Cold rolled carbon steel  
(sheet)

73.13-45  
73.13-47  
73.13-49  
73.13-50  
73.64-50 (2)  
73.65-53  
73.65-55

Cold rolled alloy steel  
sheet

73.74-54 (2) 607.9320  
73.74-59 (2)  
73.75-54  
73.75-59  
73.75-64  
73.75-69

Carbon steel plate

73.09-00 607.6615 (3)  
73.13-17 607.9400  
73.13-19 608.0710  
73.13-78 608.1100  
73.13-79  
73.62-30  
73.64-72  
73.64-75  
73.65-21

Alloy steel plate

73.72-39 607.7800 (3)  
73.75-24 607.9100  
73.75-29 608.1420

(2) covered if over 12" in width

(3) excluding semi-finished products over 6" in thickness  
produced by rolling on a primary (slabbing) mill

## Carbon coated sheet

(galvanized carbon steel  
sheet and other carbon  
coated sheet)

73.12-40 (2)	608.0730
73.12-61 (2)	608.1300
73.12-63 (2)	
73.12-71 (2)	
73.12-75 (2)	
73.12-88 (2)	
73.13-67	
73.13-68	
73.13-72	
73.13-88	
73.64-79 (2)	
73.65-70	

## Alloy coated

sheet and terne  
plate and sheet

73.12-65 (2)	608.0100
73.13-74	608.1440
73.74-72 (2)	
73.74-74 (2)	
73.74-89 (2)	
73.75-79	

Tinplate (not including  
blackplate)

73.12-51 (2)	607.9600
73.12-59	607.9700
73.13-64	607.9900
73.13-65	

(2) covered if over 12'' in width

Carbon steel structural  
shapes

73.11-12	609.8005
73.11-14	609.8015
73.11-16	609.8035
73.11-19	609.8041
73.11-20	609.8045
73.11-31	
73.11-39	
73.63-10	
73.63-29 (4)	
73.63-50	

Alloy steel structural  
shapes

73.73-14 (4)	609.8200
73.73-19 (4)	
73.73-34 (4)	
73.73-35 (4)	
73.73-36 (4)	
73.73-39 (4)	
73.73-49	
73.73-54	
73.73-55 (4)	
73.73-59	

## Carbon wire rod

73.10-11	607.1400
73.10-16 (5)	607.1700
73.63-21	607.2200
73.63-29 (5)	607.2300
73.73-25 (6)	
73.73-35 (5)(6)	

(4) Covered if structural shapes

(5) Covered if coiled bar from 13 to 18.8 mm diameter

(6) Covered if contains up to 0.35 percent lead or sulfur

## Hot rolled carbon steel

bar

73.10-16 (7)	606.8310
73.10-42 (8)	606.8330
73.10-49 (9)	606.8350
73.63-29 (10)	
73.63-72 (8)	
73.63-79 (9)	
73.73-35 (6)(7)	

## Hot rolled alloy

bar

73.73-34 (11)	606.9700
73.73-35 (12)	
73.73-36 (11)	
73.73-39 (11)	
73.73-72 (8)	
73.73-89 (9)	

## Carbon and alloy rails

73.16-11	610.2010
73.16-14	610.2020
73.16-16	610.2100
73.16-17	
73.16-20	

(7) Excluding coiled bar from 13 to 18.8 mm diameter

(8) Not covered if coated, plated or clad

(9) Excluded if cold finished

(10) Covered if hot rolled bar, excluding coiled bar from 13 to 18.8 mm diameter

(11) Covered if hot rolled bar

(12) Covered if hot rolled bar, and 0.35 percent or more lead or sulfur

Carbon and alloy  
sheet piling

73.11-50

609.9600

609.9800

Note concerning Nimexe No column:

\*Subject to further verification and amendments to be agreed upon  
by experts of both parties before 1st November 1982.

APPENDIX C

C E R T I F I C A T E

## EUROPEAN COMMUNITY

1 Exporter (full name and address)	<b>CERTIFICATE</b> FOR THE EXPORT OF IRON AND STEEL PRODUCTS TO THE UNITED STATES OF AMERICA	
	No DE / 000601	<b>COPY</b>
2 Consignee (full name and address)	3 Export licence No / issued in _____ (Member State)	
	4 Extract No issued in _____ of export licence No _____ issued in _____ (Member State)	

## NOTES

- A. This certificate must be completed on a typewriter and in English.
- B. This certificate and the export licence or the extract thereof to which it refers must be produced at the Customs office at which Customs formalities for export to the United States of America are completed.
- C. This certificate duly endorsed by the Customs office shown in box no 7, must be produced to the competent authorities in the United States of America at the time of importation.

5 Marks and numbers - Number and kind of packages - Category and detailed description of iron and steel products	6 Quantity (metric tonnes)
7 ENDORSEMENT BY THE COMPETENT CUSTOMS OFFICE IN THE EUROPEAN COMMUNITY The quantity (metric tonnes) of iron and steel products shown above has been attributed <input type="checkbox"/> to the export licence shown in box no 3 <input checked="" type="checkbox"/> to the extract shown in box no 4.	
Customs export document type  number  date <input type="text"/>	Signature  Stamp
Customs office	
Member State	
? The appropriate box to be indicated like this <input checked="" type="checkbox"/>	

APPENDIX DConcordance between shipment, import and export categories for selected groups of steel mill products

Product	1965-81	1979-81	1981
	Shipments AISI-10	Exports (Schedule B'S)	Imports (TSUSA'S)
1. HR Carbon Sheet and Strip	Cat. 31, 36 (Carbon only)	608.8610 609.0910	607.6610 607.6700 607.8342 608.1920 608.2120 608.2320
HR Alloy Sheet and Strip	Cat. 31, 36 (Alloy only)	608.8620 609.0920	607.8100 608.3820 (HR only) 608.5520 (HR only) 608.6720 (HR only)
2. CR Carbon Sheet	Cat. 32 (Carbon only)	608.9120	607.8344 607.8320
CR Alloy sheet	Cat. 32 (Alloy only)	608.9135	607.9320
3. Carbon Plate	Cat. 6 (Carbon only)	608.8112	607.6615 (1) 607.9400 608.0710 608.1100
Alloy Plate	Cat. 6 (Alloy only)	608.8121	607.7800 (1) 607.9100 608.1420

(1) Excluding semi-finished products over 6" in thickness produced by rolling on a primary (slabbing) mill

4. Carbon Struc-	Cat. 4	609.8110	609.8005
tural shapes	(Carbon only)	609.8120	609.8015
			609.8035
			609.8041
			609.8045
Alloy struc-	Cat. 4	609.8130	609.8200
tural shapes	(Alloy only)		
5. Carbon wire	Cat. 3	608.7400	607.1400
Rods	(Carbon only)		607.1700
			607.2200
			607.2300
6. HR Carbon Bar	Cat. 14	608.4310	606.8310
	(Carbon only)		606.8330
			606.8350
HR Alloy bar	Cat. 14	608.4340	606.9700
	(Alloy only)		
7. Carbon and	Cat. 33A, 33B, 34	609.1605	608.0100
Alloy		609.1620	608.0730
Coated Sheet		609.1625	608.1300
and Terne Plate		609.1615	608.1440
and Sheet			
8. Tin Plate	Cat. 29	609.1613	607.9600
		609.1610	607.9700
			607.9900
9. Carbon and	Cat. 7, 8	610.2205	610.2010
Alloy Rails		610.2215	610.2020
			610.2100

10. Carbon and Alloy Sheet	Cat. 5	609.9700	609.9600
			609.9800
Piling			

Note concerning Nimexe No column:

Subject to further verification and amendments to be agreed upon by experts of both parties before 1st November 1982.

APPENDIX E"Certain Steel Products" Definition

"Certain Steel Products" means all products included in the 1982 AISI import categories 1 through 36 .cluding categories 14 through 19 (inclusive) and also excluding the following TSUSA item numbers:

606.6920	609.3020
607.2600	609.3320
607.2800	607.7205
607.3200	607.6900
607.3405	607.7220
607.3420	607.7610
607.4300	607.9010
607.4600	607.8805
607.4800	607.8600
607.5405	607.8820
607.5420	607.9020
607.7605	607.9315
607.9005	608.2600
606.9005	608.2900
606.9505	608.3100
606.9105	608.3405
606.9300	608.3420
606.9520	608.3810
606.9535	608.4300
606.9010	608.4700
606.9510	608.4905
606.9110	608.4920
606.9400	608.5510
606.9525	608.5700
606.9540	608.5900
609.4510	608.6405
609.4520	608.6420
609.4540	608.6710
609.4550	

*The Secretary, Department of Commerce to the Vice President, European Communities*



THE SECRETARY OF COMMERCE  
Washington, D.C. 20230

21 OCT 1982

Vicomte Etienne Davignon  
Vice-President of the European Communities  
Rue de la Loi 200  
1049 Brussels  
Belgium

Dear Mr. Vice-President:

I have received your letter of October 21, 1982, worded as follows:

"The Honorable Malcolm Baldrige  
Secretary of Commerce  
Washington, DC 20230 USA

Dear Mr. Secretary:

As we have discussed, the European Coal and Steel Community and the European Economic Community (EC) are prepared to restrain certain steel exports to the United States.

It is our understanding that, in conjunction with such action by the EC, the United States Government is prepared to undertake certain other actions vis-a-vis trade in these products.

The elements of our program and a description of the complementary U.S. actions are set forth in the enclosed text (the "Arrangement").

In entering into this Arrangement, the EC does not admit to having bestowed subsidies on the manufacture, production or exportation of the products that are the subject of the countervailing duty petitions to be withdrawn or that any such subsidies have caused any material injury in the U.S.A. Neither does it admit that its enterprises have engaged in dumping practices which are the subject of the antidumping duty petitions to be withdrawn or that any such practices have caused any material injury in the U.S.A.

This Arrangement is entered into without prejudice to the rights of the U.S. Government and of the EC under the GATT.

We understand that the U.S. Government recognizes the implications of this Arrangement vis-a-vis trade in certain steel products as defined in the Arrangement with the EC for international competitiveness, national economic and security interests, and trade in capital goods, and will be fully cognizant of these implications in exercising its discretionary authority under section 337 of the Tariff Act of 1930, sections 201 and 301 of the Trade Act of 1974, section 232 of the Trade Expansion Act of 1962, and section 103 of the Revenue Act of 1971 with regard to such products and shall do so only after consultations with the EC.

The independent forecaster for the purposes of Article 5 of the Arrangement shall be Data Resources, Inc.

Consultations between the EC and the U.S. will be held in 1985 to review the desirability of extending and possibly modifying the Arrangement.

I look forward to hearing from you at your early convenience.

Yours faithfully,

Enclosure"

I have the honor to confirm the agreement of the U.S. Government with the contents of your letter.

Very truly yours,

*Malcolm Baldrige*  
Secretary of Commerce

October 21, 1982

AGREED MINUTE

This Minute records the understanding between the USG and EC Commission with respect to the fourth paragraph of Article 1 of the Arrangement.

The EC estimates that exports of Arrangement products during the period August, September and October 1982 will not exceed 968,000 metric tons. This level of exports would not be an aberration within the meaning of Article 1. This conclusion is based on the assumption that definitive export statistics will not be at variance with this estimate. If exports are not in line with this estimate, then the EC will adjust the export ceilings for the Initial Period to reflect excess exports.

  
\_\_\_\_\_  
EC

  
\_\_\_\_\_  
U.S.

## [RELATED LETTERS]

COMMISSION  
OF THE  
EUROPEAN COMMUNITIES

Brussels, 21 October 1982

The Honorable Malcolm BALDRIGE  
Secretary  
Department of Commerce  
Washington, D.C. 20230  
U.S.A.

Dear Mr. Secretary,

In our conversations we agreed to have an exchange of letters concerning pipes and tubes establishing the following.

- A. It has been agreed during negotiations on trade in steel mill products between the European Communities (EC) and the United States (US) that for the duration of the Arrangement negotiated for those products diversions of trade from steel products described in Appendix B of the steel Arrangement towards pipes and tubes should be avoided. The US Government wishes trade in the tube sector to be examined at this stage. The Communities are of the opinion that such a diversion will not take place insofar as annual exports of pipes and tubes to the US do not exceed the 1979-1981 average share of annual US apparent consumption. In the light of its market forecasts the European Economic Community believes that exports of pipes and tubes to the US will not exceed this average. The EC expects that in these circumstances US steel producers will withdraw all pending countervailing duty petitions involving EC exports of pipe and tube to the US and will undertake not to file any petitions seeking import relief under US law including countervailing duty, antidumping duty, section 301 of the Trade Act of 1974 (other than section 301 petitions relating to third country sales by US exporters) or section 337 of the Tariff Act of 1930 on these products.

- B. The Community will establish measures with respect to exports of pipes and tubes from the Community to the US. Such measures will include communication to the US Department of Commerce of orders for exports to the US as shown in the order books of the European industry as of 1 October 1982. The measures will also provide for the Community to communicate to the Department of Commerce each month through 1985 the ex-mill shipments destined for export to the US.
- C. Consultations may be requested at any time by the EC or US in the light of the market developments or in the event of any particular problem in trade between the EC and the US in pipes and tubes. In the context of consultations all statistical evidence that is available will be presented.
- D. If estimates based on the above information and projections of US apparent consumption of pipes and tubes show that the 1979-1981 average described in paragraph A might be exceeded or that a distortion of the pattern of US-EC trade is occurring within the pipe and tube sector, consultations between the EC and the US will take place in order to find an appropriate solution. If after 60 days no solution has been found each party will take within its legislative and regulatory framework, measures which it considers necessary. In doing so both parties will act in a complementary fashion in order to prevent diversion.
- E. If in any consultations held pursuant to paragraph D above it appears (based on substantial objective evidence such as allocation, extended delivery periods or other relevant factors) that the exceeding of the average described in paragraph A is due to supply or demand factors and that the US steel industry will be unable to meet demand in the US for a particular product then diversion shall not be considered to exist.

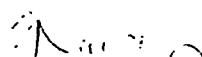
F. If during the period in which the arrangement provided for in this exchange of letters is in effect, any petition seeking import relief under US law, including CVD, AD, Section 337 of the Tariff Act of 1930, Section 201 of the Trade Act of 1974, Section 301 of the Trade Act of 1974, or Section 232 of the Trade Expansion Act of 1962, are filed or investigations initiated or litigation (including antitrust litigation) instituted with respect to pipe and tube products, and the petitioner or litigant is one of those referred to in paragraph A of the present exchange of letters or in Article 2 a) of the Arrangement concerning certain steel products, the EC shall be entitled to terminate the present exchange of letters after consultation with the US, at the earliest 15 days after such consultations.

If such petitions are filed or litigation commenced by petitioners or litigants other than those referred to in the previous paragraph, or investigations initiated on pipe and tube products, the EC will be entitled to terminate this exchange of letters if during consultation with the US it is determined that the petition, litigation or investigation threatens to impair the attainment of the objective of this exchange of letters.

These consultations will take into account the nature of the petitions, or litigation, the identity of the petitioner or litigant, the amount of trade involved, the scope of relief sought, and other relevant factors.

I should be grateful if you would confirm the agreement of your Government with the foregoing.

Yours faithfully,  
On behalf of the Council of the  
European Communities

  
E. DAVIGNON  
Vice-President of the  
Commission of the European Communities



THE SECRETARY OF COMMERCE  
Washington, D.C. 20230

21 OCT 1982

Vicomte Etienne Davignon  
Vice-President of the European Communities  
Rue de la Loi 200  
1049 Brussels  
Belgium

Dear Mr. Vice-President:

I am writing you this letter to record the agreement of the U.S. government to your letter of October 21, 1982, which reads as follows:

[For text, see pp. 3889-3882.]

Sincerely,

*Malcolm Baldrige*  
Secretary of Commerce

## **HONDURAS**

### **Defense: Privileges and Immunities**

*Agreement effected by exchange of notes  
Signed at Tegucigalpa December 8, 1982;  
Entered into force December 8, 1982.*

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

EMBASSY OF THE  
UNITED STATES OF AMERICA

Tegucigalpa, D.C., December 8, 1982

No. 227

Excellency:

I have the honor to refer to recent discussions between our two Governments concerning military exercises in Honduras conducted by the combined Armed Forces of our two Governments.

I wish to confirm our understanding that military and civilian personnel of the United States Armed Forces who participate in such combined military exercises in Honduras are discharging responsibilities in implementation of the Bilateral Military Assistance Agreement between our two Governments of May 20, 1954.<sup>[1]</sup> Accordingly, such personnel shall be accorded the privileges, immunities and treatment described in Article V of that Agreement. Furthermore, I also wish to confirm that my Government agrees to waive for such personnel those courtesies provided for in Article V of the 1954 Agreement relating to the diplomatic list, diplomatic automobile license plates and comparable social courtesies.

If this understanding meets with your approval, I propose that this note together with your note of acceptance shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

His Excellency

Dr. Edgardo Paz Barnica

Minister of Foreign Relations of the  
Republic of Honduras

Tegucigalpa, D.C.

Shepard C. Lowman

Chargé d'Affaires ad interim

<sup>1</sup> TIAS 2975; 5 UST 843.

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

SECRETARIA DE RELACIONES EXTERIORES  
DE LA  
REPUBLICA DE HONDURAS

OFICIO No. 1121-DSM

Tegucigalpa, D. C.  
8 de diciembre de 1982

Señor Encargado de Negocios:

Tengo a honra dirigirme a Vuestra Señoría para acusar recibo de su atenta nota No. 227, de esta fecha, en la que se refiere a ejercicios militares en Honduras llevados a cabo por las Fuerzas Armadas combinadas de nuestros dos Gobiernos.

Plácmese comunicar a Vuestra Señoría que mi Gobierno también entiende que el personal militar y civil de las Fuerzas Armadas de los Estados Unidos, que participen en dichos ejercicios militares combinados en Honduras, lo están haciendo en aplicación del Acuerdo Bilateral de Asistencia Militar entre nuestros Gobiernos del 20 de mayo de 1954. Por consiguiente, al mencionado personal deberán otorgársele los privilegios, inmunidades y tratamiento contemplados en el Artículo V de dicho Acuerdo. Asimismo, tomo nota de que su Ilustrado Gobierno conviene en renunciar a las cortesías previstas en el citado Artículo V del Acuerdo de 1954, en lo que se relaciona con la lista diplomática, placas diplomáticas para vehículos y similares cortesías para dicho personal.

Es también entendido que esta aceptación constituye un acuerdo entre nuestros Gobiernos, el cual entra en vigencia a partir de esta fecha.

Aprovecho esta oportunidad para reiterar a Vuestra Señoría el testimonio de mi más distinguida consideración.



*[Handwritten signature over the seal]*  
EDGARDO PAZ BARNICA  
Ministro

Honorable Señor  
Shepard C. Lowman  
Encargado de Negocios  
Embajada de los Estados Unidos  
de América  
Ciudad

## TRANSLATION

Republic of Honduras  
Department of Foreign Relations

No. 1121-DSM

Tegucigalpa, D.C., December 8, 1982

Sir:

I have the honor to acknowledge receipt of your note No. 227 of today's date, referring to military exercises in Honduras conducted by the combined Armed Forces of our two Governments.

I take pleasure in informing you that my Government is also of the understanding that military and civilian personnel of the United States Armed Forces who participate in such combined military exercises in Honduras do so in implementation of the Bilateral Military Assistance Agreement between our two Governments of May 20, 1954. Accordingly, such personnel shall be accorded the privileges, immunities, and treatment

The Honorable  
Shepard C. Lowman,  
Charge d'Affaires,  
Embassy of the United States of America,  
Tegucigalpa.

described in Article V of that Agreement. I note as well that your Government agrees to waive for such personnel those courtesies provided for in Article V of the 1954 Agreement relating to the diplomatic list, diplomatic license plates, and comparable courtesies.

It is also understood that this acceptance constitutes an agreement between our two Governments which shall enter into force on today's date.

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

[Signature]

Edgardo Paz Barnica  
Minister

[Department stamp]

## **EQUATORIAL GUINEA**

**Defense: International Military Education  
and Training (IMET)**

*Agreement effected by exchange of notes  
Dated at Malabo March 9 and 30, 1983;  
Entered into force March 30, 1983.*

*The American Embassy to the Ministry of Foreign Affairs and Cooperation  
of Equatorial Guinea*

TRANSLATION<sup>[1]</sup>

No. 23

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Cooperation of the Republic of Equatorial Guinea and has the honor to refer to certain United States legal requirements concerning the provision of training services related to defense articles under the United States International Military Education and Training (IMET) Program.

The United States legal provisions in question prohibit the furnishing of IMET training services related to defense articles unless the recipient country first agrees to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government:

A. Permit anyone except officers, employees, or agents of the recipient government to make use of such training (including training materials);

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) as a gift or by sale or by any other means to anyone not an officer, employee, or agent of the recipient government; or

---

<sup>1</sup> This is an official translation of the original U.S. note No. 23 which was delivered in Spanish.

C. Use or permit the use of such training (including training materials) for purposes other than those specified by the United States Government.

2. That the recipient country will maintain the security of such training (including training materials) and will provide for such training and materials substantially the same degree of security protection afforded to them by the United States Government.

3. That the recipient country will, at all times, permit representatives of the United States Government to observe and inspect the use of such training and materials and will furnish the necessary information; and that the recipient country will return to the United States the training aids (including training materials) no longer needed for the purposes for which they were furnished, unless the United States Government consents to some other arrangement.

Inasmuch as the IMET Program with the Government of Equatorial Guinea may include the providing of training services related to defense articles with respect to which the agreement of the Government of Equatorial Guinea requires observance of the above-mentioned conditions, the Embassy of the United States has the honor to propose that this note, together with the reply of the Ministry of Foreign Affairs and Cooperation of the Republic of Equatorial Guinea, shall constitute an agreement on this subject between the two governments to be effective from the date of the Ministry's note in reply.

The Embassy of the United States at Malabo avails itself of this opportunity to renew to the Ministry of Foreign Affairs and Cooperation of the Republic of Equatorial Guinea the assurances of its high consideration.

Embassy of the United States of America  
Malabo, March 9, 1983

*The Ministry of Foreign Affairs and Cooperation of Equatorial Guinea to  
the American Embassy*



REPÚBLICA DE GUINEA ECUATORIAL  
Consejo Militar Supremo  
MINISTERIO DE  
ASUNTOS EXTERIORES

**NOTA VERBAL**

Núm 2341.—

Euramérica

El Ministerio de Asuntos Exteriores y Cooperación de la República de Guinea Ecuatorial saluda atentamente a la Embajada de los Estados Unidos de América en esta Capital y en atención a su nota verbal número 23, de fecha 9 de marzo actual, tiene el honor de comunicarle que, el Gobierno de la República de Guinea Ecuatorial ha dado su conformidad a esta propuesta, y aprueba, en consecuencia, las tres condiciones (1-3) que integran la prestación de servicios del Programa Internacional de Educación y Capacitación Militar de los Estados Unidos (IMET), en Guinea Ecuatorial.

El Ministerio de Asuntos Exteriores y Cooperación de la República de Guinea Ecuatorial aprovecha esta oportunidad para renovar a la Embajada de los Estados Unidos de América en Malabo, las seguridades de su distinguida consideración,

Malabo, 30 de Marzo de 1.983.



A LA EMBAJADA DE LOS ESTADOS UNIDOS DE AMERICA EN MALABO.

## TRANSLATION

Republic of Equatorial Guinea  
Supreme Military Council  
Ministry of Foreign Affairs

## Note Verbale

No. 2241  
European and American Affairs

The Ministry of Foreign Affairs and Cooperation of the Republic of Equatorial Guinea presents its compliments to the Embassy of the United States of America at Malabo and, in reference to its note verbale No. 23, dated March 9, 1983, has the honor to inform it that the Government of the Republic of Equatorial Guinea agrees to this proposal and therefore approves the three conditions (1-3) stipulated for the provision of services under the United States International Military Education and Training (IMET) Program in Equatorial Guinea.

The Ministry of Foreign Affairs and Cooperation of the Republic of Equatorial Guinea avails itself of this opportunity to renew to the Embassy of the United States of America at Malabo the assurances of its high consideration.

Malabo, March 30, 1983

(Stamp of the Ministry of Foreign Affairs)

Embassy of the United States of America,  
Malabo.

## **SPAIN**

### **Trade: Cookware**

*Memorandum of understanding signed at Geneva July 29, 1983;  
Entered into force July 29, 1983;  
Effective January 1, 1984.  
With related letters.*

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO ACTION BY  
THE UNITED STATES ON PORCELAIN-ON-STEEL  
COOKWARE PURSUANT TO GATT ARTICLE XIX\*

GATT documents L/4889 and L/4889/Add 1 contain communications from the Permanent Mission of the United States concerning action under GATT<sup>[1]</sup> Article XIX in respect of porcelain-on-steel cooking ware. The United States and Spain have held consultations pursuant to paragraph 2 of Article XIX and have agreed as follows:

1. The United States will implement, beginning January 1, 1984, the compensatory duty rates shown in the attached annex. These rates are based on a compensation period beginning January 1, 1984 and ending December 31, 1987. On January 1, 1988 the rates will return to the level currently scheduled for that date. For the four items (TSUS 152.05, 425.94, 426.76 and 426.82) on which the United States Congress has temporarily suspended tariffs, the congressionally mandated rates will apply. When those suspensions lapse the rates will increase to the level indicated in the attached Annex.

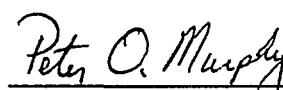
Done at Geneva this day 29 July, 1983.

FOR THE DELEGATION OF  
SPAIN:



Alfonso de la Serna  
Ambassador  
Permanent Representative

FOR THE DELEGATION OF  
THE UNITED STATES:



Peter O. Murphy  
Ambassador  
Deputy United States  
Trade Representative

\*This document has been prepared in the English and Spanish languages. The English and Spanish copies are equally valid.

<sup>1</sup> TIAS 1700; 61 Stat. (5) and (6).

MEMORANDUM DE ACUERDO CON RESPECTO A LAS  
MEDIDAS TOMADAS POR LOS ESTADOS UNIDOS  
DE AMERICA EN RELACION CON LOS UTENSILIOS  
DE COCINA DE ACERO ESMALTADO O VITRIFICADO  
DE CONFORMIDAD CON EL ARTICULO XIX DEL GATT\*

Los documentos del GATT L/4889 y L/4889/Add.1 contienen unas comunicaciones de la Misión Permanente de los Estados Unidos de América relativas a medidas tomadas en base al artículo XIX del GATT respecto a utensilios de cocina de acero esmaltado o vitrificado. Los Estados Unidos de América y España han mantenido consultas de conformidad con el párrafo 2 del artículo XIX y han acordado lo siguiente:

- 1.- Desde 1 de enero de 1984, los Estados Unidos de América pondrán en vigor unos derechos arancelarios con tipos en la forma en que aparece en el anexo adjunto. Estos tipos están basados en la existencia de un período compensatorio que se iniciará el 1 de enero de 1984 y que finalizará el 31 de diciembre de 1987. El 1 de enero de 1988 los tipos volverán al nivel programado para esa fecha. Para los cuatro productos (comprendidos en las partidas TSUS 152.05, 425.94, 426.76 y 426.82) para las cuales el Congreso de los Estados Unidos de América ha suspendido el cobro del derecho arancelario temporalmente, se aplicarán los tipos que ha aprobado el Congreso. Cuando dichas suspensiones caduquen, los tipos se incrementarán hasta los niveles indicados en el Anexo adjunto.

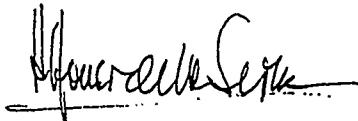
Hecho en Ginebra, o 29 de julio de 1983

POR LA DELEGACION DE LOS  
ESTADOS UNIDOS DE AMERICA:



Peter O. Murphy  
Embajador de los EUA,  
Representante Adjunto para  
Comercio en Ginebra

POR LA DELEGACION DE ESPAÑA:



Alfonso de la Serna  
Embajador de España, Representante  
Permanente en Ginebra

\* Este documento ha sido redactado en los idiomas inglés y español.  
Las versiones inglesa y española son igualmente válidas.

TIAS TSUS	Short Description	Currently Scheduled Rates*					Annex Compensatory Rates*
		1984	1985	1986	1987	1988	
111.56	other Pickled Fish	0.5	0.5	0.5	0.5	0.4	0.4
112.03	Anchovies not in oil over 15 lbs.	0.8	0.6	0.3	FREE	0.6	0.2
112.40	Anchovies in oil	6	6	6	6	4.2	4.2
112.94	Other Fish in oil	8.8	8	7.3	6.5	5.6	5.7
124.30	Rabbit Skins	4.2	4	3.9	3.7	2.5	5.5
124.40	Other furs dressed	5	5	5	5	3.5	3.1
124.80	Other furs Dressed and dyed	3.8	3.3	2.9	2.4	2.7	3.9
145.52	Pignolia nuts shelled	1c/LB	1c/LB	1c/LB	1c/LB	0.7c/LB	2.2
152.05	Carob Flour	15	15	15	15	10.5	0.8c/LB
154.50	Candied Nuts	7	7	7	7	4.9	11.6
161.06	Capers in containers over 7.5 pounds	16	16	16	16	11.2	5.4
161.08	other capers	16	16	16	16	11.2	12.4
161.71	Paprika	3.1c	2.7c	2.4c	2c	2.2c	1.9c
		/LB	/LB	/LB	/lb	/LB	/LB
220.20	Natural cork	3c	2.8c	2.7c	2.5c	2.1c	2.1c
220.36	Tapered Cork Stoppers	10c	9.5c	9c	8.5c	7c/lb	7c/lb
220.47	Cork Stoppers/not tapered	10c	10c	10c	10c	7c/lb	7c/lb
220.48	Cork Discs	8.1c	7.7c	7.4c	7c	5.7c	5.7c
220.50	Other mfgs. cork	18	18	18	18	12.6	12.6
222.20	Prepared willow	8.5	8.5	8.5	8.5	6	6
222.25	Other willow	2.5	2.5	2.5	2.5	1.8	1.8
420.06	Potassium Chlorate	3.7	3.6	3.4	3.3	1.8	1.8
425.94	Tartaric Acid	5.1	4.8	4.6	4.3	2.6	2.5
426.76	Cream of Tartar	5.5	5.2	4.9	4.6	3.6	3.6
						3.9	3.9

\*Unless otherwise specified, all rates are percent ad valorem

		Currently Scheduled Rates*		Compensatory Rates*	
426.82	Potassium Sodium Tartrate	4.7	4.5	4.3	4.1
437.70	Terpin Hydrate	9.6	8.8	7.9	7
455.02	Agar Agar	4.7	4.1	3.6	3
460.15	Aneethol	8.5	7.8	7.1	6.4
466.15	Toilet Soap	0.6c/LB	0.5c/LB	0.5c/LB	0.4c/LB
473.40	Natural Pigments of Iron Oxide	10	10	10	7
512.41	Plaster of Paris Statues	5	5	5	3.5
534.11	Ceramic Statues	3.4	3.3	3.2	3.1
632.34	Ornitho- Mercury	9.4c /LB	8.8c /LB	8.1c /LB	7.5c /LB
649.83	Pen and Pocket Knives	5c/e** + 8.4 + 7.4	4c/e + 7.4	3.5c/e + 6.4	3c/1b + 5.4
653.37	Brass Lamps and Parts	7.1	6.7	6.2	5.7
656.25	Gold Plated Base Metal Articles	15.6	13.8	11.9	10
656.30	Silver-on-copper plated Articles	10	10	10	10
692.3207	Axle Spindles	3.4	3.3	3.2	3.1
692.3282	Shock Absorbers	3.4	3.3	3.2	3.1
723.32	Photographic Paper not Silver halide	3.4	3.3	3.2	3.1
730.05	Swords and Bayonets	6.5	6.1	5.7	5.3
745.45	Buckles	7.1	6.7	6.2	5.7
773.05	Pet Toys rubber or Plastic	8.5	8.5	8.5	8.5

\*Unless otherwise specified, all rates are percent ad valorem  
\*\*Each

## [RELATED LETTERS]

## UNITED STATES TRADE REPRESENTATIVE

1-3 AVENUE DE LA PAIX  
1202 GENEVA, SWITZERLAND  
Telephone: 320970

July 29, 1983

His Excellency Alfonso de la Serna  
Ambassador  
Permanent Mission of Spain  
72, rue de Lausanne  
1202 Geneva

Dear Mr. Ambassador:

I have the honor to refer to the Memorandum of Understanding with Respect to Action by the United States on Porcelain-on-Steel Cookware Pursuant to GATT Article XIX, dated 29 July, 1983, which embodies the satisfactory conclusion of discussions between our governments on that matter. With your concurrence I will provide a copy to the GATT Secretariat for their information.

Sincerely,

*Peter O. Murphy*  
Peter O. Murphy  
Ambassador



DELEGACION PERMANENTE DE ESPAÑA  
ANTE LAS ORGANIZACIONES INTERNACIONALES  
GINEBRA

Ginebra, 29 de julio de 1983

Mr. Peter O. MURPHY  
Embajador de EUA, Representante  
Adjunto para Comercio en Ginebra

G i n e b r a

Señor Embajador: •

Tengo el honor de referirme al Memorandum de Acuerdo, de fecha 29 de julio de 1983 concerniente a las medidas tomadas por los Estados Unidos de América de conformidad con el artículo XIX del GATT, en relación con los utensilios de cocina de acero esmaltado o vitrificado y que recoge la satisfactoria conclusión de las conversaciones celebradas entre nuestros gobiernos acerca del asunto mencionado. Con su conformidad remitiré una copia del citado Memorandum a la Secretaría del GATT, para su información.

Le saluda atentamente,

El Embajador  
Representante Permanente  
de España

  
Alfonso de la Serna

## TRANSLATION

Permanent Delegation of Spain  
To the International Organizations  
Geneva

Geneva, July 29, 1983

Mr. Peter O. Murphy  
Ambassador  
Deputy United States Trade Representative  
in Geneva

Mr. Ambassador:

I have the honor to refer to the Memorandum of Understanding dated July 29, 1983, regarding action by the United States of America pursuant to GATT Article XIX with respect to porcelain-on-steel cookware, which embodies the satisfactory conclusion of discussions between our governments on that matter. With your concurrence, I will send a copy of the above-mentioned memorandum to the GATT Secretariat for their information.

Sincerely,

[s]Alfonso de la Serna  
Alfonso de la Serna  
Ambassador  
Permanent Representative of Spain

# **JAPAN**

## **Trade: Cookware**

*Memorandum of understanding signed at Geneva September 6, 1983;  
Entered into force September 6, 1983;  
Effective January 1, 1984.  
With related letters.*

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO ACTION BY  
THE UNITED STATES ON PORCELAIN-ON-STEEL  
COOKWARE PURSUANT TO GATT ARTICLE XIX

GATT documents L/4889 and L/4889/Add. 1 contain communications from the Permanent Mission of the United States concerning action under GATT<sup>[1]</sup> Article XIX in respect of porcelain-on-steel cooking ware. The United States and Japan have held consultations pursuant to paragraph 2 of Article XIX and have agreed as follows:

The United States will implement, beginning January 1, 1984, the compensatory duty rates shown in the attached annex. These rates are based on a compensation period beginning January 1, 1984 and ending December 31, 1987. On January 1, 1988 the rates will return to the level currently scheduled for that date.

Done at Geneva this day 6 September, 1983

FOR THE DELEGATION OF THE  
UNITED STATES OF AMERICA:

FOR THE DELEGATION OF JAPAN:

Peter O. Murphy [<sup>2</sup>]

Kazuo Chiba [<sup>3</sup>]

<sup>1</sup> TIAS 1700; 61 Stat. (5) and (6).

<sup>2</sup> Peter O. Murphy.

<sup>3</sup> Kazuo Chiba.

## Annex

TSUS	Short Description	Currently Scheduled Rates*					Compensatory Rates*				
		1984	1985	1986	1987		1984	1985	1986	1987	
112.94	Other Fish in Oil	8.8	8	7.3	6.5		6.2	5.6	5.7	5.5	
455.02	Agar Agar	4.7	4.1	3.6	3		3.3	2.9	2.8	2.6	
473.40	Natural Pigments of Iron Oxide	10	10	10	10		7.0	7.0	7.8	8.5	
534.11	Ceramic Statues	3.4	3.3	3.2	3.1		2.4	2.3	2.5	2.6	
632.34	Unwrought Mercury	9.4C/LB	8.8C/LB	8.1C/LB	7.5C/LB		6.6C/LB	6.2C/LB	6.3C/LB	6.4C/LB	
649.83	Pen and Pocket Knives	5C/E**	4C/E	3.5C/E	3C/E		3.5C/E	2.8C/E	2.7C/E	2.6C/E	
651.23	Hammers and Sledges over 3.25lbs	+8.4	+7.4	+6.4	+5.4		+5.9	+5.2	+5.0	+4.6	
653.37	Brass Lamps and Parts	2.3	2.2	2.2	2.1		1.6	1.5	1.7	1.8	
656.25	Gold Plated Base metal articles	7.1	6.7	6.2	5.7		5.0	4.7	4.8	4.8	
656.30	Silver-on-Copper Plated Articles	15.6	13.8	11.9	10		10.9	9.7	9.2	8.5	
692.3282	Shock Absorbers	10	10	10	10		7.0	7.0	7.8	8.5	
722.04	Movie Cameras	3.4	4.9	4.7	4.5		3.6	3.4	3.6	3.8	
723.32	Photographic Paper, not silver halide	3.4	3.3	3.2	3.1		2.4	2.3	2.5	2.6	
730.05	Swords and Bayonets	6.5	6.1	5.7	5.3		4.6	4.3	4.4	4.5	
745.45	Buckles	7.1	6.7	6.2	5.7		5.0	4.7	4.8	4.8	
773.05	Pet Toys of Rubber or Plastic	8.5	8.5	8.5	8.5		6	6	6.6	7.2	

\*Unless otherwise specified, all rates are percent ad valorem  
\*\*each

[RELATED LETTERS]



UNITED STATES TRADE REPRESENTATIVE  
1-3 AVENUE DE LA PAIX  
1202 GENEVA, SWITZERLAND  
Telephone: 320970

6 September 1983

H.E. Mr. Kazuo Chiba  
Ambassador  
Permanent Mission of Japan  
Avenue de Bude, 10  
1202 Geneva

Dear Mr. Ambassador:

I have the honor to refer to the Memorandum of Understanding with Respect to Action by the United States on Porcelain-on-Steel Cookware Pursuant to GATT Article XIX, dated 6 September 1983, which embodies the satisfactory conclusion of discussions between our governments on that matter. With your concurrence, I will provide a copy to the GATT Secretariat for their information.

Sincerely,

*Peter O. Murphy*  
Peter O. Murphy  
Ambassador

MISSION PERMANENTE DU JAPON  
AUPRÈS DES ORGANISATIONS INTERNATIONALES  
GENÈVE-SUISSE

TS/hv/D.356

Geneva, 6 September 1983

Dear Mr. Ambassador,

I have the honour to acknowledge receipt of your letter, dated 6th September, concerning the Memorandum of Understanding with respect to Action by the United States on Porcelain-on-Steel Cookware pursuant to GATT Article XIX. I am in agreement with you as to providing a copy thereof to the GATT Secretariat for their information.

Yours sincerely,

  
Kazuo Chiba  
Ambassador  
Permanent Representative of Japan

H.E. Mr. Peter O. Murphy  
Ambassador  
United States Deputy Trade Representative  
1-3, avenue de la Paix  
1202 Geneva

## **COSTA RICA**

### **Air Transport Services**

*Agreement effected by exchange of notes*

*Signed at San Jose October 20 and November 23, 1983;  
Entered into force November 23, 1983.*

*The American Ambassador to the Costa Rican Minister of Foreign  
Relations*

No. 203

San Jose, October 20, 1983

Excellency:

I have the honor to refer to the Air Transport Agreement between the United States and Costa Rica, initialed ad referendum August 17, 1979.

Noting the ratification of the Air Transport Agreement by the Costa Rican Assembly, I have the further honor to propose that this note, with the attached English and Spanish texts of the Air Transport Agreement, and your note in reply shall constitute an agreement between our governments which shall enter into force on the date of your note in reply.

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

[1]

Enclosures:

1. Air Transport Agreement  
in English
2. Air Transport Agreement  
in Spanish

His Excellency  
Alfonso Carro  
Minister of Foreign Relations, a.i.  
San Jose.

<sup>1</sup> Curtin Winsor, Jr.

**AIR TRANSPORT AGREEMENT  
BETWEEN THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA  
AND  
THE REPUBLIC OF COSTA RICA**

The Government of the United States of America and the Government of The Republic of Costa Rica,

Desiring to promote an international air transport system based on competition among airlines in the marketplace with minimum governmental interference and regulation,

Desiring to facilitate the expansion of international air transport opportunities,

Desiring to make it possible for airlines to offer the traveling and shipping public a variety of service options at the lowest prices that are not predatory or discriminatory and do not represent abuse of monopoly power, and wishing to encourage individual airlines to develop and implement innovative and competitive prices,

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation,

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944, [1]

Desiring to conclude an agreement covering all forms of air transportation,

Have agreed as follows:

**ARTICLE 1**

**Definitions**

For the purposes of this Agreement, unless otherwise stated, the term:

(a) "Aeronautical authorities" means, in the case of the United States, the Civil Aeronautics Board or the Department of Transportation, whichever has jurisdiction, or their successor agencies, and in the case of Costa Rica, Ministerio de Obras Publicas y Transportes, Consejo Tecnico de Aviación Civil, Dirección de Transporte Aereo y Dirección General de Aviación Civil, or its successor agency;

(b) "Agreement" means this Agreement, its Annexes, and any amendments thereto;

(c) "Air transportation" means any operation performed by aircraft for the public carriage of traffic in passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

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<sup>1</sup> TIAS 1591; 61 Stat. 1180.

(d) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:

(i) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both Parties, and  
(ii) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is of any given time effective for both Parties;

(e) "Designated airline" means an airline designated and authorized in accordance with Article 3 of this Agreement;

(f) "Price" means:

(i) any fare, rate or price to be charged by airlines, or their agents, and the conditions governing the availability of such fare, rate or price;

(ii) the charges and conditions for services ancillary to carriage of traffic which are offered by airlines; and

(iii) amounts charged by airlines to air transportation intermediaries;

for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation.

(g) "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and mail in air transportation;

(h) "Territory" means the land areas under the sovereignty, jurisdiction, protection, or trusteeship of a Party, and the territorial waters adjacent thereto; and

(i) "User charge" means a charge made to airlines for the provision of airport, air navigation or aviation security property or facilities.

## ARTICLE 2

### Grant of Rights

(1) Each Party grants to the other Party the following rights for the conduct of international air transportation by the airlines of the other Party:

(a) the right to fly across its territory without landing;  
(b) the right to make stops in its territory for non-traffic purposes;  
(c) the rights otherwise specified in this Agreement.

(2) Nothing in paragraph (1) of this Article shall be deemed to grant the right for one Party's airlines to participate in air transportation between points in the territory of the other Party.

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### ARTICLE 3

#### Designation and Authorization

(1) Each Party shall have the right to designate as many airlines as it wishes to conduct international air transportation in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct the type of air transportation specified in Annex I or in Annex II or in both.

(2) On receipt of such a designation and of applications in the form and manner prescribed from the designated airline for operating authorizations and technical permissions, the other Party shall grant appropriate authorizations and permissions with minimum procedural delay, provided:

(a) substantial ownership and effective control of that airline are vested in the Party designating the airlines, nationals of the Party, or both.

(b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and

(c) the Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety).

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### ARTICLE 4

#### Revocation of Authorization

(1) Each Party may revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Party where:

(a) substantial ownership and effective control of that airline are not vested in the other Party or the other Party's nationals;

(b) that airline has failed to comply with the laws and regulations referred to in Article 5 of this Agreement; or

(c) the other Party is not maintaining and administering the standards as set forth in Article 6 (Safety).

(2) Unless immediate action is essential to prevent further non-compliance with subparagraphs (1)(b) or (1)(c) of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

## ARTICLE 5

Application of Laws

(1) While entering, within or leaving the territory of one Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other Party's airlines.

(2) While entering, within or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by or on behalf of such passengers, crew or cargo of the other Party's airlines.

## ARTICLE 6

Safety

(1) Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards which may be established pursuant to the Convention. Each Party, may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

(2) Each Party may request consultations concerning the safety and security standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety and security standards and requirements in these areas that at least equal the minimum standards which may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards; and the other Party shall take appropriate corrective action. Each Party reserves the right to withhold, revoke or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate action within a reasonable time.

## ARTICLE 7

Aviation Security

Each Party, recognizing its responsibilities under the Convention to develop international civil aviation in a safe and orderly manner, reaffirms its grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation. To this end, each Party:

- (1) reaffirms its commitment to act consistently with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963,[1] the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970,[2] and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971;[3]
- (2) shall require that operators of aircraft of its registry act consistently with applicable aviation security provisions established by the International Civil Aviation Organization; and
- (3) shall provide maximum aid to the other Party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and threats to aviation security; give sympathetic consideration to any request from the other Party for special security measures for its aircraft or passengers to meet a particular threat; and, when incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, assist the other Party by facilitating communications intended to terminate such incidents rapidly and safely.

## ARTICLE 8

Commercial Opportunities

- (1) The airlines of one Party may establish offices in the territory of the other Party for the promotion and sale of air transportation.
- (2) The designated airlines of one Party may, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, bring in and maintain in the territory of the other Party managerial, sales, technical, operational and other specialist staff required for the provision of air transportation.
- (3) Each designated airline may perform its own ground handling in the territory of the other Party ("self-handling") or, at its option, select among competing agents for such services. These rights shall be subject only to physical constraints resulting from consideration of airport safety.

<sup>1</sup> TIAS 6768; 20 UST 2941.

<sup>2</sup> TIAS 7192; 22 UST 1641.

<sup>3</sup> TIAS 7570; 24 UST 564.

Where such considerations preclude self-handling, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services if self-handling were possible.

(4) Each airline of one Party may engage in the sale of air transportation in the territory of the other Party directly and, at the airline's discretion, through its agents, except as may be otherwise required in or pursuant to an Annex to this Agreement. Each airline may sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.

(5) Each airline of one Party may convert and remit to its country, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance.

#### ARTICLE 9

##### Customs Duties and Taxes

(1) On arriving in the territory of one Party, aircraft operated in international air transportation by the designated airlines of the other Party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts including engines, aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during the flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges imposed by the national authorities, and not based on the cost of services provided, provided such equipment and supplies remain on board the aircraft.

(2) There shall also be exempt, on the basis of reciprocity, for the taxes, duties, fees and charges referred to in paragraph (1) of this Article, with the exception of charges based on the cost of the service provided:

(a) aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on outbound aircraft of a designated airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;

(b) ground equipment and spare parts including engines introduced into the territory of a Party for the servicing, maintenance or repair of aircraft of a designated airline of the other Party used in international air transportation; and

(c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of a designated airline of the other Party engaged in international air transportation even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.

(3) Equipment and supplies referred to in paragraphs (1) and (2) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The exemptions provided for by this Article shall also be available where the designated airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs (1) and (2) of this Article.

(5) Each Party shall use its best efforts to secure for the designated airlines of the other Party, on the basis of reciprocity, an exemption from taxes, duties, charges and fees imposed by State, regional and local authorities on the items specified in paragraphs (1) and (2) of this Article, as well as from fuel through-put charges, in the circumstances described in this Article, except to the extent that the charges are based on the actual cost of providing the service.

#### ARTICLE 10

##### User Charges

(1) User charges imposed by the competent charging authorities on the airlines of the other Party shall be just, reasonable, and non-discriminatory.

(2) User charges imposed on the airlines of the other Party may reflect, but shall not exceed, an equitable portion of the full economic cost to the competent charging authorities of providing the airport, air navigation, and aviation security facilities and services. Facilities and services for which charges are made shall be provided on an efficient and economic basis. Reasonable notice shall be given prior to changes in user charges. Each Party shall encourage consultations between the competent charging authorities in its territory and airlines using the services and facilities, and shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges.

#### ARTICLE 11

##### Fair Competition

(1) Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in the international air transportation covered by this Agreement.

(2) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Party.

(3) Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operation or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

(4) Neither Party shall impose on the other Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of this Agreement.

(5) Neither Party shall require the filing of schedules, programs for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce uniform conditions as foreseen by paragraph (3) of this Article or as may be specifically authorized in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Party.

## ARTICLE 12

### Pricing (Mutual Disapproval)

(1) Each Party shall allow prices for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

- (a) prevention of predatory or discriminatory prices or practices;
- (b) protection of consumers from prices that are unduly high or restrictive because of the abuse of monopoly power; and
- (c) protection of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.

(2) Each Party may require notification to or filing with its aeronautical authorities of prices proposed to be charged to or from its territory by airlines of the other Party. Notification or filing by the airlines of both Parties may be required no more than 60 days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Party shall require the notification or filing by airlines of the other Party or by airlines of third countries of prices charged by charterers to the public for traffic originating in the territory of that other Party.

(3) Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (a) an airline of either Party or by an airline of a third country for international air transportation between the territories of the Parties, or (b) an airline of one Party for international air transportation between the territory of the other Party and a third country, including in both cases transportation on an interline or intra-line basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph (1) of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect.

(4) Notwithstanding paragraph (3) of this Article, each Party shall allow (a) any airline of either Party or any airline of a third country to meet a lower or more competitive price proposed or charged by any other airline or charterer for international air transportation between the territories of the Parties, and (b) any airline of one Party to meet a lower or more competitive price proposed or charged by any other airline or charterer for international air transportation between the territory of the other Party and a third country. As used herein, the term "meet" means the right to establish on a timely basis, using such expedited procedures as may be necessary, an identical or similar price on a direct, interline or intra-line basis, notwithstanding differences in conditions relating to routing, roundtrip requirements, connections, type of service or aircraft type.

#### ARTICLE 13

##### Consultation

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed. Each Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed, rational and economic decisions.

#### ARTICLE 14

##### Settlement of Disputes

(1) Any dispute arising under this Agreement which is not resolved by a first round of formal consultations, except those which may arise under paragraph 3 of Article 12 (pricing), may be referred by agreement of the Parties for decision to some person or body. If the Parties do not so agree, the dispute shall at the request of either Party be submitted to arbitration in accordance with the procedures set forth below.

(2) Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

(a) within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;

(b) if either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (a) of this paragraph, either Party may request the President of the International Court of Justice to appoint the necessary arbitrator or arbitrators within 30 days. If the President is of the same nationality as one of the parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

(3) Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than 15 days after the tribunal is fully constituted.

(4) Except as otherwise agreed, each Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Party or at its discretion within 15 days after replies are due.

(5) The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted, whichever is sooner. The decision of the majority of the tribunal shall prevail.

(6) The Parties may submit requests for clarification of the decision within 15 days after it is rendered and any clarification given shall be issued within 15 days of such request.

(7) Each Party shall, consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

(8) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the International Court of Justice in connection with the procedures of paragraph (2) (b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

#### ARTICLE 15

##### Termination

Either Party may, at any time give notice in writing to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of notice to the other Party) immediately before the first anniversary of the date of

receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period.

#### ARTICLE 16

##### Multilateral Agreement

If a multilateral agreement, accepted by both Parties, concerning any matter covered by this Agreement enters into force, this Agreement shall be amended so as to conform with the provisions of the multilateral agreement.

#### ARTICLE 17

##### Registration with ICAO

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

#### ARTICLE 18

##### Entry into Force

This Agreement shall enter into force on the date of final signature by duly authorized representatives of both Governments.<sup>[1]</sup>

In witness thereof, the undersigned have signed the present Agreement, ad referendum, subject to final signature and ratification.

Done in duplicate in the English and Spanish languages both texts being equally authentic, but subject to final revision of the Spanish translation, at San Jose, Costa Rica, this 17th day of August, 1979.

For the Government of the United States of America

/s/ Robert A. Brown

For the Government of the Republic of Costa Rica

/s/ Rodolfo Mendez Mata

<sup>1</sup> Entered into force by exchange of notes Oct. 20 and Nov. 23, 1983.

## ANNEX 1

Scheduled Air ServiceSection 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation (1) between points in the following routes, and (2) between points on such routes and points in third countries through points in the territory of the Party which has designated the airline.

A. Routes for the airline or airlines designated by the Government of the United States:

From the United States via intermediate points to Costa Rica and beyond.

B. Routes for the airline or airlines designated by the Government of Costa Rica:

From Costa Rica via intermediate points to San Juan, Miami and three additional points in the United States<sup>1</sup>, and beyond to three points in Canada<sup>2</sup>.

Section 2

Each designated airline may, on any or all flights and at its option, operate flights in either or both directions and without directional or geographic limitation, serve points on the routes in any order, and omit stops at any point or points outside the territory of the Party which has designated that airline, without loss of any right to carry traffic otherwise permissible under this Agreement.

## Footnotes: [in original]

- 1 The three additional U.S. points are to be selected by the Government of Costa Rica, with notification to the United States Government. Changes in the points selected may be made at intervals of not less than six months with 60 days notice to the United States Government.
- 2 To be selected and changed in accordance with the procedures set forth in footnote 1.

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Section 3

On any international segment or segments of the routes described in Section 1 above, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated, provided that in the outbound direction the transportation beyond such point is a continuation of the transportation from the territory of the Party which has designated the airline and, in the inbound direction, the transportation to the territory of the Party which has designated the airline is a continuation of the transportation beyond such point.

## ANNEX 2

Charter Air ServiceSection 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation to, from and through any point or points in the territory of the other Party, either directly or with stopovers en route, for one-way or roundtrip carriage of the following traffic:

- (a) any traffic to or from a point or points in the territory of the Party which has designated the airline;
- (b) any traffic to or from a point or points beyond the territory of the Party which has designated the airline and carried between the territory of that Party and such beyond point or points (i) in transportation other than under this Annex; or (ii) in transportation under this Annex with the traffic making a stopover of at least two consecutive nights in the territory of that Party.

Section 2

With regard to traffic originating in the territory of either Party, each airline performing air transportation under this Annex shall comply with such laws, regulations and rules of the Party in whose territory the traffic originates, whether on a one-way or roundtrip basis, as that Party now or hereafter specifies shall be applicable to such transportation. In addition, designated airlines of one party may also operate charters with traffic originating in the territory of the other Party in compliance with the laws, regulations and rules of the first Party. When the regulations or rules of one Party apply more restrictive terms, conditions or limitations to one or more of its airlines, the designated airlines of the other Party shall be subject to the least restrictive of such terms, conditions or limitations. Moreover, if the aeronautical authorities of either Party promulgate regulations or rules which apply different conditions to different countries, each Party shall apply the most liberal regulation or rule to the designated airlines of the other Party.

Section 3

Neither Party shall require a designated airline of the other Party, in respect of the carriage of traffic from the territory of that other Party on a one-way or roundtrip basis, to submit more than a declaration of conformity with the laws, regulations and rules of that other Party referred to under Section 2 of this Annex or of a waiver of these regulations or rules granted by aeronautical authorities of that other Party.

**ACUERDO DE TRANSPORTE AEREO  
ENTRE EL GOBIERNO DE  
LOS ESTADOS UNIDOS DE AMERICA  
Y  
EL GOBIERNO DE LA REPUBLICA DE COSTA RICA**

El Gobierno de los Estados Unidos de América y el Gobierno de la República de Costa Rica:

DESEANDO fomentar un sistema de transporte aéreo internacional basado en la competencia entre las líneas aéreas del mercado con un mínimo de interferencia y reglamentación gubernamentales,

DESEANDO facilitar el aumento de las oportunidades en el transporte aéreo internacional,

DESEANDO hacer posible que las líneas aéreas ofrezcan al público que viaja y a los embarcadores una variedad de opciones de servicio a los precios más bajos, que no sean de carácter predatorio ni discriminatorio y que no representen abuso de un poder de monopolio, y deseando alentar a las líneas aéreas individuales para que desarrollen y pongan en práctica precios competitivos e innovativos,

DESEANDO asegurar el más alto grado de seguridad en el transporte aéreo internacional y reafirmando su enorme preocupación por las acciones o amenazas contra la seguridad de la aeronave, que ponen en peligro la seguridad de las personas o de la propiedad, que adversamente afectan la operación del transporte aéreo y que socavan la confianza del público en la seguridad de la aviación civil,

Siendo Partes en la Convención de Aviación Civil Internacional que se abrió para su firma en Chicago el 7 de diciembre de 1944.

DESEANDO concertar un Acuerdo que cubra todas las formas de transporte aéreo,

HAN ACORDADO LO SIGUIENTE:

**ARTICULO 1**

**Definiciones**

Para los fines de este Acuerdo, a menos que específicamente se diga lo contrario, el término:

(a) "Autoridades aeronáuticas" quiere decir, en el caso de los Estados Unidos, la Junta de Aeronáutica Civil o el Departamento de Transporte, cualquiera que tenga jurisdicción, o sus agencias sucesoras, y en el caso de la República de Costa Rica, el Ministerio de Obras Públicas y Transportes, el Consejo Técnico de Aviación Civil, la Dirección de Transporte Aéreo y la Dirección General de Aviación Civil, o su agencia sucesoria;

(b) "Acuerdo" significa este Acuerdo, sus Anexos, y cualquier enmienda a los mismos;

(c) "Transporte Aéreo" quiere decir cualquier operación llevada a cabo por aeronaves para el transporte público de pasajeros, equipaje, carga y correo, en forma separada o combinada, por remuneración o flete;

(d) "Convención" quiere decir la Convención de Aviación Civil Internacional, abierta para la firma en Chicago el 7 de diciembre de 1944, e incluye:

(i) Cualquier enmienda que haya entrado en vigencia al tenor del Artículo 94 (a) de la Convención y que haya sido ratificado por ambas Partes, y

(ii) Cualquier Anexo o cualquier enmienda a los mismos adoptado a tenor del Artículo 90 de la Convención, en la medida en que tal anexo o enmienda, en cualquier momento, tenga vigencia para ambas Partes;

(e) "Aerolínea designada" quiere decir una aerolínea designada y autorizada conforme al Artículo 3 de este Acuerdo;

(f) "Precio" quiere decir:

(i) Cualquier tarifa, tasa o precio, que cobren las aerolíneas, o sus agentes, y las condiciones que gobiernen la disponibilidad de tal tarifa, tasa, o precio;

(ii) Los cargos y condiciones por servicios subsidiarios al transporte del tráfico que ofrezcan las aerolíneas y;

(iii) Los montos cobrados por las aerolíneas a los intermediarios de transporte aéreo;

para llevar pasajeros (y su equipaje) y/o carga, (excluyendo correo) en transporte aéreo.

(g) "Escala para fines no comerciales" quiere decir un aterrizaje para cualquier propósito que no sea el desembarque o embarque de pasajeros, equipaje, carga y correo en el transporte aéreo;

(h) "Territorio" quiere decir las áreas terrestres que están bajo la soberanía, jurisdicción, protección o administración fiduciaria de una Parte, y las aguas adyacentes a las mismas; y

(i) "Derecho impuesto al usuario" quiere decir el cargo que se hace a las aerolíneas por facilitar equipos e instalaciones de aeropuerto, de navegación aérea o de seguridad aérea.

## ARTICULO 2

### Otorgamiento de Derechos

(1) Para la operación del transporte aéreo internacional por parte de las aerolíneas de la otra Parte, cada Parte le otorga a la otra Parte los siguientes derechos:

(a) El derecho de volar a través de su territorio sin aterrizar;

(b) El derecho de hacer escalas en su territorio para fines no comerciales;

(c) Los derechos que de otra forma se especifiquen en este Acuerdo.

(2) Nada de lo dispuesto en el párrafo (1) de este Artículo deberá considerarse como el otorgamiento de un derecho para que las aerolíneas de una de las Partes participen en el transporte aéreo entre puntos del territorio de la otra Parte.

## ARTICULO 3

Designación y Autorización

(1) Cada Parte tendrá el derecho de designar a tantas aerolíneas como lo desee para llevar a cabo el transporte aéreo internacional de conformidad con este Acuerdo, y de retirar o cambiar tales designaciones. Esas designaciones le serán transmitidas a la otra Parte por escrito a través de los canales diplomáticos e identificarán si la aerolínea está autorizada para llevar a cabo el tipo de transporte aéreo especificado en el Anexo I, o en el Anexo II, o en ambos.

(2) Al recibir de la línea aérea designada tal designación y las solicitudes en la forma y manera prescrita para autorizaciones de operación y permisos técnicos, la otra Parte otorgará las autorizaciones y permisos apropiados con los retrasos mínimos de procedimiento, siempre y cuando:

(a) Una parte sustancial de la propiedad y el control efectivo de esa aerolínea están en manos de la Parte que designa a la aerolínea, o de nacionales de esa Parte, o ambos.

(b) La aerolínea designada esté calificada para cumplir con los requisitos prescritos de acuerdo con las leyes y reglamentaciones normalmente aplicadas en la operación del transporte aéreo internacional por la Parte que esté considerando la solicitud o solicitudes; y

(c) La Parte que designe la aerolínea esté manteniendo y administrando las normas estipuladas en el Artículo 6 (Seguridad).

## ARTICULO 4

Revocación de la Autorización

(1) Cualquiera de las Partes puede revocar, suspender o limitar las autorizaciones de operación o permisos técnicos de una línea aérea designada por la otra Parte cuando:

(a) Una porción sustancial de la propiedad y el control efectivo de esa aerolínea no están en manos de la otra Parte o en manos de nacionales de la otra Parte;

(b) Esa aerolínea no ha cumplido con las leyes y reglamentos a que se refiere el Artículo 5 de este Acuerdo; o

(c) La otra Parte no está manteniendo y administrando las normas estipuladas en el Artículo 6 (Seguridad).

(2) A menos que sea esencial la acción inmediata para evitar un mayor incumplimiento con los subpárrafos (1) (b) ó (1) (c) de este Artículo, los derechos establecidos por este Artículo podrán ejercerse solamente después de consultas con la otra Parte.

## ARTICULO 5

Aplicación de las Leyes

(1) Durante la entrada a, permanencia en o salida del territorio de

una de las Partes, las leyes y reglamentos de esta Parte relacionados con la operación y navegación de aeronaves serán cumplidos por las aerolíneas de la otra Parte.

(2) Durante la entrada a, permanencia en o salida del territorio de una de las Partes, las leyes y reglamentos de esta Parte relacionadas con la admisión a, o salida de su territorio de pasajeros, tripulación o carga de una aeronave (incluyendo reglamentaciones referentes a entrada, tramitación, seguridad aérea, inmigración, pasaportes, aduanas y cuarentena o, en el caso del correo, las reglamentaciones postales) serán cumplidos por o a nombre de tales pasajeros, tripulación y carga de las aerolíneas de la otra Parte.

#### ARTICULO 6

##### Seguridad

(1) Cada Parte reconocerá como valederos, para el propósito de operación del transporte aéreo previsto en este Acuerdo, los certificados de aeronavegabilidad, certificados de competencia, y licencias emitidas o válidas por la otra Parte y que todavía tengan vigencia, siempre y cuando los requisitos para la obtención de tales certificados o licencias sean por lo menos iguales a las normas mínimas que puedan establecerse de acuerdo a la Convención. Sin embargo, cualquiera de las Partes puede rehusar el reconocimiento y, para propósitos de vuelo sobre su territorio, considerar no valederos aquellos certificados de competencia y licencias emitidas o validadas para sus propios nacionales por la otra Parte.

(2) Cada Parte puede solicitar consultas referentes a las normas de seguridad mantenidas por la otra Parte en cuanto a instalaciones aeronáuticas, tripulación aérea, aeronaves y operación de las aerolíneas designadas. Si, después de tales consultas, cualquiera de las Partes encuentra que la otra Parte no mantiene y administra eficazmente las normas y requisitos de seguridad en estas áreas, a fin de que sean por lo menos iguales a las normas mínimas que puedan establecerse de acuerdo a la Convención, la otra Parte deberá recibir notificación de tales determinaciones y de los pasos que se consideren necesarios para que se cumpla con estas normas mínimas; la otra Parte deberá entonces tomar la acción correctiva pertinente. Cada una de las Partes se reserva el derecho de retener, revocar, o limitar la autorización de operación o el permiso técnico de una a más líneas aéreas designadas por la otra Parte en el caso en que la otra Parte no tome tal acción apropiada dentro de un plazo razonable.

#### ARTICULO 7

##### Seguridad Aérea

Cada Parte, reconociendo sus responsabilidades bajo el Convenio, de desarrollar la Aviación Civil Internacional en forma segura y ordenada, reafirma su profunda preocupación por actos o amenazas contra la seguridad de las aeronaves que a su vez ponen en peligro la seguridad de

las personas y bienes, afectan adversamente la operación del transporte aéreo y socavan la confianza del público en la seguridad de la aviación civil. Con este fin, cada Parte:

(1) Reafirma su compromiso de actuar consistentemente dentro de los términos del Convenio sobre las Infracciones y Ciertos Otros Actos Cometidos a Bordo de las Aeronaves, firmado en Tokio el 14 de setiembre de 1963, el Convenio para la Represión del Apoderamiento Ilícito de Aeronaves, firmado en La Haya el 16 de diciembre de 1970 y el Convenio para la Represión de Actos Ilícitos contra la Seguridad de la Aviación Civil, firmado en Montreal el 23 de setiembre de 1971;

(2) Requerirá que los operadores de las aeronaves de su bandera actúen consistentemente con las medidas pertinentes de seguridad aérea aplicables, establecidas por la Organización de Aviación Civil Internacional; y

(3) Proporcionará la mayor ayuda a la otra Parte con miras a evitar el apoderamiento ilegal de aeronaves, el sabotaje de aeronaves, aeropuertos, e instalaciones de navegación aérea y amenazas a la seguridad de aviación; considerará con simpatía las solicitudes que haga la otra Parte sobre medidas especiales de seguridad para sus aeronaves o pasajeros para resolver una amenaza particular; y, cuando ocurran incidentes o amenazas de secuestro aéreo o sabotaje contra las aeronaves, aeropuertos o instalaciones de navegación aérea, ayudará a la otra Parte facilitando comunicaciones cuyo propósito sea terminar con tales incidentes en forma rápida y segura.

#### ARTICULO 8

##### Oportunidades Comerciales

(1) Las aerolíneas de cualquiera de las Partes pueden establecer oficinas en el territorio de la otra Parte para la promoción y venta de transporte aéreo.

(2) Las aerolíneas designadas de una Parte pueden, de acuerdo con las leyes y reglamentos de la otra Parte pertinentes a la entrada, residencia y empleo internar y mantener en el territorio de la otra Parte a personal de nivel gerencial, de ventas, técnico, operativo, y de otras especialidades que se requiera para proveer transporte aéreo.

(3) Cada una de las líneas aéreas designadas puede llevar a cabo su propio mantenimiento o manejo en tierra en el territorio de la otra Parte ("self-handling") o, si lo prefiere, seleccionar entre diferentes agentes que compiten por tales servicios. Estos derechos solamente estarán sujetos a las restricciones físicas que resulten de las consideraciones de seguridad de aeropuerto. Cuando tales consideraciones no permitan tal mantenimiento o manejo propio, los servicios de tierra estarán disponibles en base igualitaria para todas las aerolíneas; los cargos por los mismos se basarán en los costos del servicio provisto; y tales servicios deberán ser comparables en clase y calidad a los de mantenimiento y manejo propio, si hubiera sido posible tenerlos.

(4) Cada una de las aerolíneas de cualquiera de las Partes puede dedicarse a la venta del transporte aéreo en el territorio de la otra Parte directamente y, a discreción de la misma aerolínea, a vés de sus agentes, excepto como pueda disponerse en un Anexo al presente Acuerdo o de conformidad con el mismo. Cada línea aérea podrá vender ese tipo de transporte, y cualquier persona estará en libertad de comprar tal transporte en la moneda de ese territorio, o en monedas de conversión libre.

(5) Las aerolíneas de cualquiera de las Partes podrán convertir y remitir a su país, a su presentación, los ingresos locales que se perciban en exceso de las sumas desembolsadas localmente. La conversión y remisión de tales sumas se permitirá con prontitud, sin restricciones o impuestos relacionados con las mismas, al tipo de cambio aplicable a las transacciones y envíos corrientes.

#### ARTICULO 9

##### Derechos Aduaneros e Impuestos

(1) Al llegar al territorio de una de las Partes, las aeronaves que las aerolíneas designadas por la otra Parte operan para el transporte aéreo internacional, su equipo regular, su equipo de tierra, combustibles, lubricantes, artículos técnicos consumibles, partes de recambio, incluyendo motores, virtuallas para aeronaves (incluyendo pero no limitándose a artículos tales como alimentos, bebidas, licores, tabaco y otros productos destinados para la venta o uso de los pasajeros en cantidad limitada durante el vuelo) y otros artículos que se usen o que deban usarse solamente en conexión con la operación o servicio de la aeronave dedicada al transporte aéreo internacional estarán exentos, en base reciproca, de toda restricción de importación, impuestos de propiedad, impuestos de capital, o de consumo, aranceles de aduanas, o derechos o cargos similares impuestos por las autoridades nacionales y no basados en el costo de los servicios prestados, siempre y cuando tales equipos y artículos permanezcan a bordo da la aeronave.

(2) Estarán también exentas, en forma reciproca, de los impuestos, derechos y cargos a que se refiere el párrafo (1) de este Artículo, con excepción de los cargos que se basan en el costo de los servicios prestados:

(a) las virtuallas introducidas al territorio de una de las Partes, u obtenidas en éste, y llevadas a bordo, dentro de límites razonables, para el uso en aeronaves de una línea designada de la otra Parte dedicada al transporte aéreo internacional en sus vuelos de salida, aun cuando estas virtuallas vayan a usarse en una porción del viaje que se lleva a cabo sobre el territorio de la Parte en que fueron tomadas a bordo;

(b) el equipo de tierra y las piezas de recambio, incluyendo motores, introducidos al territorio de una de las Partes para el servicio, mantenimiento o reparación de una aeronave de una aerolínea designada de la otra Parte que se use en el transporte aéreo internacional; y

(c) el combustible, lubricantes y artículos técnicos consumibles introducidos a, o suplidos dentro del territorio de una de las Partes para uso en una aeronave de una aerolínea designada de la otra Parte dedicada

al transporte aéreo internacional, aun cuando estos artículos se usen en una porción del viaje que se lleve a cabo sobre el territorio de la Parte en que fueron tomados a bordo.

(3) Puede requerirse que el equipo y artículos a que se refieren los párrafos (1) y (2) de este Artículo se mantengan bajo la supervisión o control de las autoridades pertinentes.

(4) Las exenciones previstas en este Artículo también estarán disponibles cuando las aerolíneas designadas de una Parte contraten con otra aerolínea que tenga exenciones similares de la otra Parte, para el préstamo o transferencia en el territorio de la otra Parte del los artículos especificados en los párrafos (1) y (2) de este Artículo.

(5) Cada Parte hará su mayor esfuerzo por conseguir para las líneas aéreas designadas de la otra Parte, con base en reciprocidad, la exención de impuestos, aranceles, cargos o derechos establecidos por el Estado, o por autoridades regionales o locales sobre los artículos especificados en los párrafos (1) y (2) de este Artículo, así como la exención de alzas de precios del combustible que se transmiten directamente al consumidor ("fuel through-put charges") en las circunstancias descritas en este Artículo, excepto en la medida en que los cargos cubran el costo real de la prestación de tal servicio.

#### ARTICULO 10

##### Derechos Impuestos al Usuario

(1) Los derechos al usuario impuestos a las aerolíneas de la otra Parte por las autoridades impositivas competentes deberán ser justos, razonables y no discriminatorios.

(2) Los derechos al usuario impuestos a las aerolíneas de la otra Parte pueden reflejar, pero no pueden exceder, una porción equitativa del costo económico pleno en que las autoridades impositivas competentes incurran al proporcionar las instalaciones y servicios de aeropuerto, navegación y seguridad aéreas. Las instalaciones y servicios por los cuales se imponga un cargo deberán proveerse en forma eficiente y económica. Antes de efectuar cambios en los derechos impuestos a los usuarios, deberá darse un aviso previo razonable. Cada Parte estimulará la consulta entre las autoridades impositivas competentes en su territorio y las aerolíneas que usen los servicios y facilidades, y estimulará también a las autoridades competentes y a las aerolíneas a intercambiar la información que sea necesaria para permitir una revisión exacta en cuanto a la equidad de los cobros.

#### ARTICULO 11

##### Competencia Real

(1) Cada una de las Partes permitirá una oportunidad igual y justa para que las aerolíneas designadas de ambas Partes compitan en el transporte aéreo internacional cubierto por este Acuerdo.

(2) Cada Parte tomará toda acción apropiada pertinente, dentro de su jurisdicción, para eliminar toda forma de discriminación o prácticas de competencia desleal que afecten adversamente la posición competitiva de las aerolíneas da la otra Parte.

(3) Ninguna de las Partes limitará unilateralmente el volumen de tráfico, la frecuencia o regularidad del servicio, o el tipo o tipos de aeronaves operados por las aerolíneas designadas de la otra Parte, excepto como pueda requerirse por razones de aduanas, técnicas, operativas o ambientales, bajo condiciones uniformes conforme al Artículo 15 de la Convención.

(4) Ninguna Parte impondrá a las líneas designadas de la otra Parte, un requisito de primer rechazo, un porcentaje da la totalidad del tráfico (uplift ratio), una compensación por no presentar objeción (no-objection fee) o ningún otro requisito con respecto a la capacidad, frecuencia o tráfico que pueda no estar en consonancia con los propósitos de este Acuerdo.

(5) Ninguna de las Partes requerirá la presentación de itinerarios, programas para vuelos fletados o planes de operación por aerolíneas de la otra Parte para su aprobación, excepto conforme pueda requerirse en una base no discriminatoria, para cumplir con condiciones uniformes tal como se contemplan en el párrafo (3) de este Artículo, o como puedan ser específicamente autorizadas en algún Anexo de este Acuerdo. Si para propósitos de información alpuna de las Partes requiere estas presentaciones, deberá minimizar las cargas administrativas de los requerimientos de estas presentaciones y sus procedimientos para los intermediarios del transporte aéreo y las líneas aéreas designadas de la otra Parte.

## ARTICULO 12

### Precios (Desaprobación Mutua)

(1) Cada Parte permitirá que los precios para el transporte aéreo sean establecidos por cada una de las aerolíneas designadas con base en las consideraciones comerciales del mercado. La intervención de las Partes se limitará a:

(a) evitar las prácticas o precios discriminatorios o de carácter predatorio;

(b) proteger a los consumidores contra precios que sean indebidamente altos o restrictivos a causa de algún abuso por una posición de monopolio; y

(c) proteger a las aerolíneas contra precios que sean artificialmente bajos a causa de subsidios o apoyo gubernamentales, directos o indirectos.

(2) Cada Parte puede requerir que se notifiquen o que se presenten ante sus autoridades aeronáuticas los precios propuestos que van a cobrarse, desde y hasta su territorio, por las líneas aéreas de la otra Parte. La notificación o presentación por las aerolíneas de ambas Partes puede requerirse con no más de 60 días de antelación a la fecha propuesta para

su entrada en vigencia. En casos individuales, la notificación o presentación se puede permitir con un tiempo más corto que el que se requiere normalmente. Ninguna de las Partes requerirá la notificación o la presentación por las aerolíneas de la otra Parte o por aerolíneas de terceros países de los precios cobrados por los fletadores al público para el tráfico que se origina en el territorio de esa otra Parte.

(3) Ninguna de las Partes podrá tomar acción unilateral para evitar la inauguración o continuación de un precio que se propone cobrar o que ya es cobrado por (a) una aerolínea de cualquiera de las Partes o por una aerolínea de un tercer país para el transporte aéreo internacional entre los territorios de las Partes, o (b) una aerolínea de una Parte para el transporte aéreo internacional entre el territorio de la otra Parte y un tercer país, incluyendo en ambos casos el transporte con base interlínea o intralínea. Si cualquiera de las Partes piensa que tal precio no está en consonancia con las estipulaciones descritas en el párrafo (1) de este Artículo, solicitará una consulta y notificará a la otra Parte las razones de su insatisfacción, lo más pronto posible. Estas consultas se celebrarán en el término de 30 días después de recibirse la solicitud, y las Partes cooperarán en la búsqueda de la información necesaria para una solución razonada del problema. Si las Partes llegan a un Acuerdo con respecto a un precio para el cual se ha presentado un aviso de insatisfacción, cada una de las Partes hará su mayor esfuerzo para poner ese acuerdo en vigor.

(4) No obstante el párrafo (3) de este Artículo, cada una de las Partes permitirá (a) que cualquier aerolínea de cualquiera de las Partes o cualquier aerolínea de un tercer país iguale un precio más bajo o más competitivo propuesto o cobrado por cualquier otra aerolínea o fletador para el transporte aéreo internacional entre los territorios de las Partes, y (b) que cualquier aerolínea de una de las Partes iguale un precio más bajo o más competitivo propuesto o cobrado por cualquier otra aerolínea o fletador para el transporte aéreo internacional entre el territorio de la otra Parte y un tercer país. Tal como aquí se usa, el término "iguale" quiere decir el derecho de establecer oportunamente, usando los procedimientos expeditos que sean necesarios, un precio similar o idéntico con base directa, en interlínea o intralínea, a pesar de las diferencias en condiciones con relación a rutas, requerimientos de viajes de ida y vuelta, conexiones, tipo de servicio o tipo de aeronave.

#### ARTICULO 13

##### Consultas

En cualquier momento, cualquiera de las Partes puede solicitar consulta con relación a este Acuerdo. Tales consultas deberán empezar en la fecha más próxima posible, pero, a no más tardar, 60 días después de la fecha en que la otra Parte recibe la solicitud, a menos que se acuerde específicamente de otra forma. Cada una de las Partes preparará y presentará durante tales consultas, la evidencia pertinente en apoyo de su posición a fin de facilitar decisiones racionales, económicas y bien informadas.

## ARTICULO 14

Arreglo de Controversias

(1) Cualquier controversia que se origine por motivo de este Acuerdo y que no se resuelva por una primera ronda de consultas oficiales, excepto las que puedan originarse a tenor del párrafo (3) del Artículo 12 (Precios), por acuerdo de las Partes podrá referirse para la decisión respectiva de alguna persona o grupo. Si las Partes no estuvieren de acuerdo en proceder de esa manera a solicitud de cualquiera de ellas la controversia se presentará a arbitraje de acuerdo con los procedimientos que se mencionan más adelante.

(2) El arbitraje lo llevará a cabo un tribunal de tres árbitros, constituido como sigue:

(a) En el término de 30 días después del recibo de una solicitud de arbitraje, cada una de las Partes nombrará a un árbitro. En el término de 60 días después de que estos dos árbitros han sido nombrados, por acuerdo entre ellos nombrarán a un tercer árbitro quien actuará como Presidente del tribunal de arbitraje;

(b) Si cualquiera de las Partes no nombrara un árbitro, o si el tercer árbitro no se nombra de acuerdo al subpárrafo (a) de este párrafo, cualquiera de las Partes puede solicitarle al Presidente de la Corte Internacional de Justicia que nombre al árbitro o árbitros necesarios, en el término de 30 días. Si el Presidente es de la misma nacionalidad que una de las Partes, el Vicepresidente de mayor rango que no esté descalificado por esa razón, hará el nombramiento.

(3) A menos que se acuerde lo contrario, el tribunal de arbitraje determinará los límites de su jurisdicción conforme a este Acuerdo, y establecerá su propio procedimiento. Bajo la dirección del tribunal o a solicitud de cualquiera de las Partes, se verificará una conferencia para determinar las cuestiones precisas que han de arbitrarse y los procedimientos específicos que han de seguirse, en los 15 días siguientes a la constitución plena del tribunal.

(4) A menos que se acuerde lo contrario, cada una de las Partes presentará un memorandum dentro de los 45 días siguientes a la constitución plena del tribunal. Las respuestas deberán enviarse en un plazo de 60 días. El tribunal tendrá una audiencia, a solicitud de cualquiera de las Partes o a su propia discreción, dentro de los 15 días siguientes a la fecha de vencimiento para el recibo de las respuestas.

(5) El tribunal tratará de presentar por escrito una decisión dentro de los 30 días siguientes a la terminación de la audiencia, o si no hubiere audiencia, después de la fecha de presentación de ambas respuestas, de las dos fechas, la que ocurra antes. La decisión de la mayoría del tribunal prevalecerá.

(6) Las Partes pueden presentar solicitudes de aclaración de la decisión dentro de los 15 días siguientes a su presentación y cualquier clarificación que se dé será emitida dentro de los 15 días posteriores a tal solicitud.

(7) En consonancia con su legislación nacional, cada una de las Partes le dará pleno cumplimiento a cualquier decisión o fallo del tribunal de arbitraje.

(8) Los gastos del tribunal de arbitraje, incluyendo los honorarios y gastos de los árbitros serán compartidos en montos iguales por las Partes. Cualquier gasto en que incurra el Presidente de la Corte Internacional de Justicia en conexión con los procedimientos descritos en el párrafo (2) (b) de este Artículo se considerará como parte de los gastos del tribunal de arbitraje.

#### ARTICULO 15

##### Terminación

En cualquier momento, cualquiera de las Partes puede dar aviso escrito a la otra Parte de su decisión de dar por terminado este Acuerdo. Tal aviso debe enviarse simultáneamente a la Organización de Aviación Civil Internacional. Este Acuerdo terminará a la media noche (en el lugar del recibo del aviso a la otra Parte), inmediatamente anterior al primer aniversario de la fecha de recibo del aviso de la otra Parte, a menos que el aviso se retire por acuerdo, antes del fin de este período.

#### ARTICULO 16

##### Acuerdo Multilateral

Si un Acuerdo multilateral aceptado por ambas Partes concerniente a cualquier asunto cubierto por este Acuerdo entra en vigor, se enmendará este Acuerdo a fin de conformarlo con las estipulaciones del acuerdo multilateral.

#### ARTICULO 17

##### Registro con CACI

Este Acuerdo y todas sus enmiendas deberán ser registrados con la Organización de Aviación Civil Internacional.

#### ARTICULO 18

##### Entrada en Vigencia

Este Acuerdo entrará en vigencia en la fecha de su firma definitiva por representantes debidamente autorizados por ambos Gobiernos.

EN FE DE LO CUAL, las Partes suscriben el presente Acuerdo, ad-referendum sujeto a aquellas firma y ratificación definitivas.

Este documento ha sido hecho en duplicado en los idiomas inglés y español, siendo ambos textos igualmente auténticos, pero quedando el texto en español sujeto a revisión.

## ANEXO 1

Servicio Aéreo RegularSección 1

Las aerolíneas de una Parte cuya designación identifique este Anexo, de conformidad con los términos de su designación tendrán el derecho de llevar a cabo el transporte aéreo internacional (1) entre puntos de las siguientes rutas y (2) entre puntos de tales rutas y puntos en terceros países a través de puntos del territorio de la Parte que ha designado la aerolínea.

A. Rutas para la aerolínea o aerolíneas designadas por el Gobierno de los Estados Unidos:

Desde los Estados Unidos de Norte América, vía puntos intermedios, a Costa Rica y puntos más allá.

B. Rutas para la aerolínea o aerolíneas designadas por el Gobierno de la Republica de Costa Rica:

Desde Costa Rica, vía puntos intermedios, a San Juan, Miami, y tres puntos adicionales dentro del territorio de los Estados Unidos de Norte América<sup>1</sup>, y tres puntos más allá en el Canadá<sup>2</sup>.

Sección 2

Cada una de las aerolíneas designadas puede, en cualquiera o en todos sus vuelos si lo considera conveniente, operar vuelos en cualquiera o ambos direcciones sin limitaciones direccionales o geográficas, servir puntos en las rutas en cualquier orden y omitir escalas en cualquier punto o puntos fuera del territorio de la Parte que ha designado a esa aerolínea, sin perder ningún derecho para llevar el tráfico que de otra forma le permite este Acuerdo.

Notas al Pie:

- 1 Los tres puntos adicionales dentro del territorio de los Estados Unidos de Norte América serán escogidos por el Gobierno de Costa Rica y notificados al Gobierno de los Estados Unidos. Podrán hacerse cambios de los puntos escogidos en intervalos no inferiores a seis meses, notificando la intención de hacer dichos cambios al Gobierno de los Estados Unidos con el mínimo de sesenta días de anticipación.
- 2 Serán escogidos y podrán cambiarse siguiendo los mismos procedimientos establecidos en la nota anterior (1).

Sección 3

En cualquier segmento o segmentos internacionales de las rutas descritas en la Sección 1 anterior, una aerolínea designada puede llevar a cabo el transporte aéreo internacional sin ninguna limitación en cuanto a cambio, en cualquier punto de la ruta, en el tipo o número de aeronaves con que opera, con tal que en la dirección de salida el transporte más allá de tal punto sea la continuación del transporte del territorio de la Parte que ha designado la aerolínea y, en la dirección de entrada, el transporte al territorio de la Parte que ha designado la aerolínea sea una continuación del transporte más allá de ese punto.

**ANEXO 2****Servicio Aéreo Fletado (Charter)****Sección 1**

Las aerolíneas de una Parte cuya designación identifique este Anexo, de acuerdo con los términos de su designación, tendrán derecho a llevar a cabo el transporte aéreo internacional hasta, desde y a través de cualquier punto o puntos del territorio de la otra Parte, directamente o con escalas en ruta, para viajes en una sola dirección o de ida y vuelta, del siguiente tráfico:

- (a) Cualquier tráfico desde o hasta un punto o puntos del territorio de la Parte que ha designado a la aerolínea.
- (b) Cualquier tráfico hasta y desde cualquier punto o puntos más allá del territorio de la Parte que ha designado a la aerolínea y llevado entre el territorio de esa Parte y tal punto o puntos más allá (i) en transporte fuera del que se considera en este Anexo; o (ii) en transporte considerado en este Anexo con el tráfico que hace una escala de por lo menos dos noches consecutivas en el territorio de esa Parte.

**Sección 2**

Con relación al tráfico que se origina en el territorio de cualquiera de las Partes, cada una de las aerolíneas que lleva a cabo el transporte aéreo de acuerdo con este Anexo habrá de cumplir con las leyes, reglamentos y reglas de la Parte en cuyo territorio se origina el tráfico, sea éste en una sola dirección o en viajes de ida y vuelta, tal como esa Parte ahora o más adelante especifique que sea aplicable a ese transporte. Además, las aerolíneas designadas de una Parte podrán operar vuelos fletados (charters) con tráfico que se origina en el territorio de la otra Parte, de conformidad con las leyes, reglas y reglamentos de la primera Parte. Cuando las reglas o reglamentos de una Parte aplican términos, condiciones o limitaciones más restrictivos a una o más de sus aerolíneas, las aerolíneas designadas de la otra Parte estarán sujetas a las condiciones, limitaciones o términos menos restrictivos. Además, si las autoridades aeronáuticas de cualquiera de las Partes promulgan reglamentos o reglas que aplican condiciones diferentes a países diferentes, cada una de las Partes aplicará la regla o reglamento menos restrictivo a las aerolíneas designadas de la otra Parte.

**Sección 3**

Ninguna de las Partes requerirá que una aerolínea designada de la otra Parte, con respecto al transporte de tráfico del territorio de esa otra Parte en viajes de una sola dirección o de ida y vuelta, presente más que una declaración de conformidad con las leyes, reglamentos y reglas de la otra Parte a que se refiere la Sección 2 de este Anexo, o la renuncia a estos reglamentos o reglas otorgada por las autoridades aeronáuticas de esa otra Parte.

*The Costa Rican Minister of Foreign Relations to the American  
Ambassador*



REPÚBLICA DE COSTA RICA  
MINISTERIO DE RELACIONES EXTERIORES Y CULTO  
Nº 219-83/DT-PE

San José, 23 de noviembre de 1983

Señor Embajador:

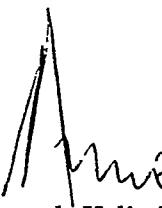
Tengo el honor de contestar la nota de Vuestra Excelencia de fecha 20 de octubre del presente año que dice:

"Excelencia: Tengo el honor de referirme al Acuerdo de Transporte Aéreo suscrito entre los Estados Unidos de América y Costa Rica, firmado ad-referendum el 17 de agosto de 1979. Al tomar nota de la ratificación por parte de la Asamblea costarricense del Acuerdo de Transporte Aéreo, tengo además el honor de proponer que esta nota, que incluye textos en inglés y español del Acuerdo de Transporte Aéreo y su contestación constituirá un Acuerdo entre nuestros gobiernos, que entrará en vigencia a partir de la fecha de la nota de contestación.

Le ruego aceptar, Excelencia, las seguridades de mi más alta consideración".

En consecuencia, la presente Nota y la Nota de Vuestra Excelencia, transcrita arriba, constituyen un Acuerdo entre nuestros dos países que entrará en vigencia a partir de esta fecha.

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

  
 Fernando Volio Jiménez  
 Ministro de Relaciones Exteriores y Culto

Excelentísimo Señor  
 Curtin Winsor Jr.  
 Embajador de los Estados Unidos de América  
 CIUDAD.-

## TRANSLATION

Republic of Costa Rica  
Ministry of Foreign Relations and Worship

No. 219-83/DT-PE

San Jose, November 23, 1983

Excellency:

I have the honor to reply to Your Excellency's note of October 20, 1983, which reads as follows:

[For text of the U.S. note, see pp. 3909.]

Consequently, this note and Your Excellency's note, transcribed above, shall constitute an agreement between our two countries which shall enter into force on this date.

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

[Signature]

Fernando Volio Jimenez  
Minister of Foreign Relations and Worship

His Excellency  
Curtin Winsor, Jr.,  
Ambassador of the United States of America,  
San Jose.

# **EGYPT**

## **Economic Assistance: Basic Education**

*Agreement amending the agreement of August 19, 1981.*

*Signed at Cairo November 10, 1983;*

*Entered into force November 10, 1983.*

A.I.D. Project Number 263-0139

FIRST  
AMENDMENT  
TO  
GRANT AGREEMENT  
BETWEEN  
THE ARAB REPUBLIC OF EGYPT  
AND THE  
UNITED STATES OF AMERICA  
FOR  
BASIC EDUCATION

Dated: November 10, 1983

First Amendment, dated November 10, 1983, to the Grant Agreement, dated August 14, 1981<sup>[1]</sup> between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the Agency for International Development ("A.I.D.") for Basic Education.

SECTION 1. The Grant Agreement is hereby amended as follows:

A. Section 3.1 is amended by deleting "Thirty-Nine Million United States ('U.S.') Dollars (\$39,000,000)" and by substituting "Eighty-five Million United States ('U.S.') Dollars (\$85,000,000)", and by deleting "Twenty-Seven Million U.S. Dollars (\$27,000,000)" and substituting "Sixty-three Million Two Hundred Thousand U.S. Dollars (\$63,200,000)".

B. Section 3.2(b) is amended by deleting "Thirty-One Million U.S. Dollars (\$31,000,000)" and by substituting "Seventy-nine Million U.S. Dollars (\$79,000,000)".

C. Section 3.3 is amended by deleting "June 30, 1986" and by substituting "June 30, 1988."

D. Article 4 is amended by adding the following after Section 4.2(c):

(d) Educational Research and Development

Prior to disbursement under the Grant, or to issuance by A.I.D. of documentation pursuant to which disbursement will be made, to finance educational

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<sup>1</sup>Should read "August 19, 1981", TIAS 10242 33 UST 3567.

research and development, the Grantee will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

- (i) A statement of the names and titles of the persons authorized to act on behalf of the Grantee for the purpose of educational research and development financed under the Grant, together with a specimen signature of each person so authorized; and
- (ii) An implementation plan, including a schedule of events and budget, for developing and testing a system of educational output measurements.

E. Section 4.4 is amended by adding the following after Section 4.4(d):

(e) If all of the conditions specified in Section 4.2 pertaining to educational research and development have not been met within 120 days from the date of First Amendment to the Grant Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

F. Annex 1 is deleted in its entirety and the attached Annex 1 is substituted in its place.

SECTION 2. This First Amendment shall enter into force when signed by the parties hereto.

SECTION 3. Except as specifically amended or modified herein, the Grant Agreement shall remain in full force and effect in accordance with all of its terms.

IN WITNESS WHEREOF, the Arab Republic of Egypt and the United States of America, each acting through its respective duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

## ARAB REPUBLIC OF EGYPT

BY : Waqid Shindy

NAME : Waqih M. Shindy

TITLE: Minister of Investment Affairs  
and International Cooperaton

## UNITED STATES OF AMERICA

BY : Alfred F. Atherton

NAME : Alfred Atherton, Jr.

TITLE: American Ambassador

BY : Ahmad Abdel Salam

NAME : Ahmad Abdel Salam Zaki

TITLE: Administrator of the Department  
for Economic Cooperation  
with U.S.A.

BY : Howard Lusk

NAME : Howard Lusk

TITLE: Acting Director, USAID/Cairo

Implementing Organizations

In acknowledgement of the foregoing Agreement, representatives of the implementing organizations have subscribed their names:

MINISTRY OF EDUCATION AND  
SCIENTIFIC RESEARCH

BY : Mostafa Kamal Helmy  
NAME : Dr. Mostafa Kamal Helmy  
TITLE: Minister of State

## NATIONAL INVESTMENT BANK

BY : Saad El Hanafi  
NAME : Dr. Saad El Hanafi  
TITLE: Deputy Chairman

ANNEX 1  
Description of Project

**A. GENERAL**

The Project is intended to raise literacy rates in Egypt, particularly among rural women. The Project will seek to increase the enrollment rates of children, especially rural girls, between the ages of 6 and 15 and improve the relevance, efficiency and effectiveness of primary and basic education in Egypt. To achieve these ends, the Project will finance the construction of approximately 12,100 new classrooms and the acquisition of furniture for these classrooms in ten governorates: Beheira, Kafr El Sheikh, Assiut, Sohag, Qena, Sharikiya, Giza, Fayoum, Beni Suef, and Minya. It will also provide \$20 million to purchase instructional materials and equipment for basic education schools throughout Egypt. In addition, it will provide approximately 300 person-months of technical assistance in program or policy areas related to the relevance, efficiency and effectiveness of education.

Building sites will be selected so that new classrooms will have maximum effect on increasing enrollment rates. Communities in which Project-financed classrooms will be built are those in which female enrollments fall below the national average, the existing school is incomplete, the nearest school is more than a reasonable walking distance away, overcrowding is severe, the existing building is clearly substandard, or community standards require separate facilities for girls.

Specific classrooms constructed with A.I.D. funds will be identified and an suitable plaque will be placed on each new school or classroom unit.

**B. IMPLEMENTATION**

The Ministry of Education is primarily responsible for Project implementation. It shall be responsible for:

(1) Identifying the instructional materials and equipment to be financed through the Project;

(2) Negotiating contracts with U.S. suppliers for the purchase and delivery to Egypt of such materials and equipment;

(3) Distributing the purchased materials and equipment to schools throughout Egypt, regardless of whether or not such schools were financed through the Project;

(4) Identifying the educational problems or issues upon which Project-financed technical assistance will be focused;

(5) Contracting with a U.S. firm to supply the necessary technical assistance and managing the subgrant for developing and testing a system for measuring educational outputs;

(6) Applying, through the Education Zones of the participating governorates, site selection criteria and preparing all documentation related to Project-financed construction; and

(7) Providing, through the Education Zones of the participating governorates, necessary furniture, staff, and maintenance to ensure the use of Project-financed classrooms.

The Housing Departments of the participating governorates will be responsible for construction oversight, including bid evaluation, site supervision and the preparation of payment vouchers. The Housing Departments will also assure that all construction contracts are awarded through competitive procedures which do not favor public sector construction firms. Where possible and desirable, the functions of the Housing Departments can be performed by city (markaz) councils.

The National Investment Bank (the "Bank"), working in cooperation with the participating Education Zones, will exercise Project financial control on behalf of the Grantee.

A.I.D. will provide funds under the Project for instructional materials and equipment, technical assistance and Project evaluation in accordance with procedures which will be established and approved by A.I.D. during Project implementation.

A.I.D. funds for construction will be made available in the following manner. An initial advance will be made to the Bank based upon demonstrated cash needs for the following period of not to exceed three months. Cash needs are to be derived from information provided by the participating Education Zones. The Bank and participating Education Zones will open and maintain special accounts in their names and that of the Project for the purpose of depositing A.I.D. funds. Advances will be replenished upon receipt of documentation showing cumulative expenditure, source of funds to cover them, current cash position and cash needs for the subsequent period of not to exceed three months. A.I.D. funds will be accounted for separately by the Bank and each participating Education Zone. At least once every twelve months, the Bank will arrange for an independent audit of Project-related books and records maintained by the Bank and participating Education Zones. Notwithstanding any other provision of this Agreement, A.I.D. funds will not be used to pay any charges or fees of the Bank resulting from the Bank's services in the handling of Project funds. All such charges and fees shall be paid by the Grantee. In no event will A.I.D. funds be used to provide advance payments to construction contractors. Any interest or other earnings on A.I.D.-financed local currency under the Project shall be paid to A.I.D. as earned and shall not be used to offset Project expenditures.

C. SUMMARY IMPLEMENTATION SCHEDULE

This Project began in August, 1981. It is anticipated that all Project-financed instructional materials and equipment will be in place, in the primary, preparatory or basic education schools of Egypt, at the end of 1985. Similarly, it is expected that all Project-financed technical assistance will be delivered by September 1986 and all construction will be completed by March 31, 1988.

D. Project Financial Plan and Budget (\$million)

		A.I.D. FX	LOCAL	TOTAL	GRANTEE	TOTAL
1. Construction		0.0	37.1	37.1	48.1	85.2
2. Furniture		0.0	5.0	5.0	6.4	11.4
Subtotal		<u>0.0</u>	<u>42.1</u>	<u>42.1</u>	<u>54.4</u>	<u>96.6</u>
3. Materials and equipment	19.8		0.2	20.0	0.0	20.0
4. Technical Cooperation*	1.5		1.1	2.6	0.0	2.6
5. Evaluation	0.5		0.3	0.8	0.0	0.8
6. N.I.B. Support*		0.0	0.5	0.5	0.8	1.3
Subtotal		<u>21.8</u>	<u>2.1</u>	<u>23.9</u>	<u>0.8</u>	<u>24.7</u>
7. Inflation	0.0		16.8	16.8	23.7	40.5
8. Contingency		—	2.2	2.2	0.0	2.2
Subtotal			<u>19.0</u>	<u>19.0</u>	<u>23.7</u>	<u>42.7</u>
9. Total		<u>21.8</u>	<u>63.2</u>	<u>85.0</u>	<u>79.0</u>	<u>164.0</u>

\*Includes technical assistance financed under the present Project and the education R & D included in the Amendment.

+For engineering and financial follow-up services.

## **BRAZIL**

### **Air Transport Services**

*Interim agreement effected by exchange of notes  
Signed at Brasilia June 23, 1982;  
Entered into force June 23, 1982.  
And extending agreement  
Signed at Brasilia April 20 and May 2, 1983;  
Entered into force May 2, 1983;  
Effective April 26, 1983.*

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

EMBASSY OF THE

UNITED STATES OF AMERICA

Brasilia, June 23, 1982

No. 171

Excellency:

I have the honor to refer to your note number  
DTC/DCS/DAI/68/680.4(B46) (B13), dated June 23, 1982,<sup>[1]</sup>  
which states:

**"MEMORANDUM OF CONSULTATIONS"**

Delegations representing the governments of the Federative Republic of Brazil and the United States of America met in Rio de Janeiro from April 19 to 25, 1982, to discuss various civil aviation issues and to reach mutually satisfactory agreements. Lists of the delegations are attached as Annexes A and B.<sup>[2]</sup> The delegations agreed to the following:



His Excellency

Ramiro Saraiva Guerreiro

Minister of Foreign Affairs

Brasilia, D.F.

<sup>1</sup> See *infra*, pp. 3965-3978.<sup>2</sup> Not printed.

**I. AUTHORIZATION FOR OPERATION OF SCHEDULED SERVICES**

Each Party will expedite the issuance of operating authority in the manner established in this Memorandum of Consultations so that the airlines designated by each country might operate scheduled passenger, cargo and mail or all-cargo services in accord with Annex D over routes in Annex C of this Memorandum of Consultations. The delegations agreed that the operating authorization will provide the designated scheduled airlines the choice of implementing the normal operational details of their services such as changes of itinerary and time of operations and changes of frequency and capacity in accordance with Annex C and Annex D. Each designated airline will transmit its schedule to the aeronautical authorities of the other country at least 30 days prior to its entry into effect. The schedule will become effective as proposed by the airline whenever the schedule is in conformity with this Memorandum of Consultations. The aeronautical authorities may accept schedules filed within a shorter period.

**II. DESIGNATIONS**

Each Party shall have the right to designate airlines for scheduled services in accordance with Annex E.

**III. ROUTES**

The airlines designated by the Parties may operate over the routes established in Annex C.

**IV. EQUIPMENT**

The frequencies indicated in Annex D may be operated at the judgment of the airlines, with B-747 aircraft currently certificated for use in commercial aviation, or with similar or smaller airplanes.

**V. TRAFFIC RIGHTS**

The two delegations agreed that the airlines designated by both Parties may operate the scheduled services mentioned in this Memorandum of Consultations and its annexes without any restriction on traffic rights of 3rd, 4th, 5th and 6th freedoms.

**VI. OPERATING RIGHTS**

1. The delegations agreed that, among acceptable scheduling practices, an airline of one country may, at any authorized point in the territory of the other country, consolidate two or more flights into a single flight in such a way that only one aircraft continues transporting the traffic of the flights.

2. The two delegations agreed that in the execution of services authorized by this Memorandum of Consultations the designated airlines may use their own aircraft or aircraft that are leased, chartered or interchanged, observing the norms and regulations of each Party.

3. The delegations agreed that their authorities would continue to authorize the designated airlines of the other Party to conduct all-cargo operations, in both directions, that are the same or similar to those that are currently approved for operation by the U.S. designated airline.

**VII. PRICING**

Passenger fares and cargo rates (prices) for scheduled services shall be related to the operational costs of the airlines and shall be approved by both Parties before they become effective. Designated airlines shall file proposed prices thirty days in advance of the proposed date of effectiveness. If either Party is dissatisfied with a proposed price, a formal notice of dissatisfaction shall be given to the other Party through diplomatic channels no later than fifteen days before the proposed date of effectiveness. Upon request of either Party, pricing consultations shall be held within thirty days of receipt of the notice of dissatisfaction, or as agreed by both Parties. Without agreement during the consultation, no proposed price shall become effective. In the absence of agreement between the Parties that would permit a proposed price to become effective, as proposed by the designated airline(s) or as agreed by the Parties as the result of pricing consultations, prices in effect at the time of the filing of the proposed prices shall continue in effect until new prices are mutually approved.

**VIII. CHARTER FLIGHTS**

1. Each Party shall authorize, each year, airlines of the other Party to perform third and fourth freedom charter operations of up to 75 round-trip cargo charter flights and up to 75 round-trip passenger charter flights between any point or points in the territory of one Party to any point or points in the territory of the other Party.

Applications for charter flights in excess of these numbers by airlines of either Party will be treated sympathetically by the aeronautical authorities of the other Party.

2. Each Party will provide the other Party with the names of its airlines authorized to perform the above-referenced charter operations.

3. The charter operations by airlines of both Parties will be treated on a non-discriminatory basis.

4. Each Party may require that notification along with minimal required information for the operation of an authorized charter flight or series of charter flights be furnished 15 days in advance for passenger charter flights and 48 hours in advance for cargo charter flights. In exceptional instances, notification for passenger and cargo charter flights may be given in less than the periods stated above and shall be treated on a sympathetic and expedited basis.

5. Each airline can agree on the charter price directly with the charterer; observing the regulations in force in the territory of the Party where the traffic originates.

#### IX. BUSINESS CONDITIONS AND COMMERCIAL OPPORTUNITIES

The authorities of each country shall make all possible efforts to ensure that the airlines of each country can operate at maximum efficiency with a fair and equal opportunity to compete for traffic on a non-discriminatory

basis. In particular, each government will provide for:

1) fair and equal opportunity to carry commercial traffic without discrimination among airlines; 2) simple procedures for prompt conversion and remittance of currency; 3) airport and airways charges and fuel charges on a non-discriminatory basis; 4) exemption from federal taxes to the maximum extent possible; 5) unrestricted opportunities for advertising and other promotion of all of the services of the designated airlines, and 6) the opportunity for airlines to provide ground handling services for themselves or to contract with a company of their choice for the provision of those services in accordance with national legal requirements.

X. LEASING OF AIRCRAFT BETWEEN GALEÃO AND CONGONHAS AIRPORTS

The delegations agreed that:

1. The designated airlines of the United States would be allowed to contract with Brazilian airlines for the leasing of aircraft to provide services between Galeão and Congonhas airports in connection with U.S. airline services over the agreed routes.
2. All international clearance formalities (customs, police and health) for the services provided under these contracts will take place at Congonhas airport.
3. U.S. airlines will be permitted in their schedules to assign their own flight numbers to the connecting flights of aircraft of a Brazilian airline between Galeão Airport and Congonhas pursuant to the leasing

contracts, and U.S. airlines will be permitted to operate one or more of such flights, using their own aircraft, beyond Rio de Janeiro to points on their routes in third countries.

**XI. AVIATION SECURITY**

- Each Party:

1. reaffirms its commitment to act consistently with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on December 16, 1970, and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971;[<sup>1</sup>]
2. shall require that operators of aircraft of its registry act consistently with applicable aviation security provisions established by the International Civil Aviation Organization and adopted by both Parties; and,
3. shall provide maximum aid to the other Party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and threats to aviation security; give sympathetic consideration to any request from the other Party for special security measures for its aircraft or passengers to meet a particular threat; and, when incidents or threats of hijacking or

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<sup>1</sup> TIAS 6768, 7192, 7570; 20 UST 2941; 22 UST 1641; 24 UST 565, respectively.

sabotage against aircraft, airports or air navigation facilities occur, assist the other Party by facilitating communications intended to terminate such incidents rapidly and safely.

**XII. INTERMODAL FREIGHT SERVICE**

The aeronautical authorities of each country, on a reciprocal basis, will provide the airlines of the other Party the right to offer intermodal freight services in conjunction with their international freight operations at maximum efficiency with a fair and equal opportunity to compete for traffic on a non-discriminatory basis.

**XIII. CONSULTATIONS**

Either Party, at any time, may request consultations with respect to any issues that may arise during the effectiveness of this Memorandum of Consultations. Such consultations shall begin within sixty days from the date the other Party receives the request, unless it is mutually agreed to meet at another date.

**XIV. ENTRY INTO FORCE**

This Memorandum of Consultations will enter into force provisionally upon its signature, pending an exchange of diplomatic notes, and will remain in effect for a period of one (1) year from this date.

The delegations agreed to meet, at a time mutually accepted, to determine whether adjustments should be made in this Memorandum of Consultations and to initiate discussions on a permanent agreement.

Done in the city of Rio de Janeiro, April 25, 1982,  
in English and Portuguese, each being equally valid.

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James Ferrer, Jr.  
Chairman  
U.S. Delegation

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Pedro Ivo Seixas  
Chairman  
Brazilian Delegation

ANNEX CROUTE SCHEDULE

A. In accordance with this Memorandum of Consultations, and specifically Annex E, the airlines designated by the Government of the United States of America are accorded the right to pick up and discharge international traffic in passengers, cargo and mail, separately or in combination, on the following routes, in both directions:

1. From the United States of America, via intermediate points in the Caribbean, Central America, and countries on the West Coast of South America to São Paulo and Rio de Janeiro.
2. From the United States of America, via intermediate points in the Caribbean and South America to Belém, Recife and beyond to Africa.
3. From the United States of America, via intermediate points in the Caribbean, Panama, and countries on the North and East Coasts of South America to Belém or Manaus, Brasília, Rio de Janeiro, São Paulo, Porto Alegre and beyond Brazil to Uruguay and Argentina and beyond to Antarctica and beyond.
4. From the United States of America, via intermediate points in Middle America and countries on the North and East Coasts of South America to Belém or Manaus, Brasília, Rio de Janeiro, São Paulo, Porto Alegre and beyond Brazil to Uruguay and Argentina.
5. From the United States of America, via intermediate points in the Caribbean and South America to Rio de Janeiro and São Paulo and beyond to points in Africa south of the Equator.

B. In accordance with this Memorandum of Consultations, and specifically Annex E, the airlines designated by the Government of the Federative Republic of Brazil are accorded the right to pick up and discharge international traffic in passengers, cargo and mail, separately or in combination, on the following routes in both directions:

1. From the Federative Republic of Brazil, via intermediate points in South America and Middle America, to Los Angeles. (Note 1)
2. From the Federative Republic of Brazil, via intermediate points in South America and the Caribbean, to Miami and Chicago.
3. From the Federative Republic of Brazil, via intermediate points in South America, the Caribbean and Panama, to Washington and New York.
4. From the Federative Republic of Brazil, via intermediate points on the East and North Coasts of South America and in the Caribbean, to Miami and New York beyond to Canada.

ANNEX C

5. From the Federative Republic of Brazil, via intermediate points in South America, to New York and beyond to Japan and beyond, via the intermediate point Anchorage. (Note 1)

Note 1. Operations over Route 1 may be extended beyond Los Angeles via the intermediate point Honolulu to Japan and beyond, until a Brazilian airline commences operations beyond New York over Route 5, at which time all rights to operate beyond Los Angeles over Route 1 shall terminate automatically.

C. Any point or points on any route or routes contained in this Route Schedule may be omitted in either or both directions at the option of the airline designated to operate such route or routes.

D. The airlines designated by one Party, in the terms of this Act, will be permitted to operate other services across the territory of the other Party, without obligation of landing, by the most direct route between the points to be served so long as the safety of operation is not affected. In any case, the use of uneconomic and circuitous routings shall be avoided.

E. Flights of a designated airline which do not serve all the points granted in the routes contained in this Route Schedule may be operated by the most direct route between the points to be served so long as the safety of operation is not affected. In any case, the use of uneconomic and circuitous routings shall be avoided.

F. The airlines designated by one Party in accordance with the provisions of this Memorandum of Consultations will be permitted to land for non-traffic purposes in the territory of the other Party. Every airport in the territory of one of the Parties which is open to international operation shall be open under uniform conditions to the aircraft of the other Party for such non-traffic purposes.

G. For the purposes of this Route Schedule, the term "Middle America" is interpreted as including only those countries situated on the mainland between South America and the continental United States of America.

ANNEX DFREQUENCIES

1. The designated airlines of each Party may operate up to 22 round-trips per week for combination services and up to 4 round-trips per week for all cargo services.
2. The flights authorized by paragraph 1 above shall be operated on the routes listed in the Route Schedule shown in Annex C, at the discretion of the airlines.
3. The Parties will also consider applications for extra sections of flights when needs so require. The airlines shall file their applications for extra sections directly with the aeronautical authorities of the other Party and shall provide a copy to their own aeronautical authorities.
4. The numbers of flights specified in paragraph 1 above are expressed as units representing wide-body aircraft. Each Party may, at its discretion, assign up to two wide-body frequencies for combination services to one of the airlines designated for combination services to operate them with narrow-body aircraft in the ratio of one wide-body frequency equals two narrow-body frequencies. For the all-cargo services, one or more wide-body aircraft may be substituted by narrow-body aircraft in the ratio of one wide-body equals two narrow-body frequencies.
5. If any airline of a Party suspends its services, either temporarily or permanently, the Party may allocate that airline's frequencies to other airlines designated to perform the same category of services.
6. Each Party may allocate or redistribute the frequencies authorized in paragraph 1 above, at its discretion, with the understanding that frequencies of the airlines performing combination services may be transferred only to other designated airlines performing combination services; all-cargo frequencies may be transferred to any of the designated airlines.

ANNEX EDESIGNATIONS

- I. The designations by the United States Government will be as follows:
- A. For all-cargo services (1): The Flying Tiger Line.
- B. For combination and all-cargo services (2) (3): Pan American World Airways, Braniff International, American Airlines.
- II. The Brazilian Government will designate VARIG Airlines to operate all of the services mentioned in Annex D. The Brazilian Government, furthermore, may also designate another airline to operate combination services, and a third airline to operate all-cargo services, in accordance with the services mentioned in Annex D of this Memorandum of Consultations. Any one of the airlines may be replaced by another one, at the discretion of the Brazilian Government, to operate the services that correspond to the replaced airline.
- (1) The United States Government, at its discretion, may replace the airline designated to perform these services.
- (2) If one or more airlines designated to provide the services listed in this category suspends all services temporarily, there will be no replacement, but that airline may resume services at a later date, using capacity authorized for the airlines of the United States in Annex D of this Memorandum of Consultations. The Government of the United States shall determine if the airline(s) has suspended or terminated its services.
- (3) If, in the future, the United States determines that two or more airlines designated to perform services listed in this category have terminated all services, the United States Government, at its discretion, may name replacements provided that, after the replacements are made, the total number of airlines performing services listed in this category does not exceed two.

I would like to indicate my agreement that during the said Civil Aviation Consultation, agreement was reached that the airlines referred to in Annex E of the Memorandum would be designated and that therefore these airlines are hereby designated and accepted by both of the Parties.

I would like to express to your Excellency the agreement of the United States Government with the terms of the Memorandum of Consultations, as well as with the understanding consistent with the immediately preceding paragraph.

In this form, I propose to your Excellency that this note, together with your Excellency's note of equal text and of the same date shall constitute an agreement between our two governments which will enter into force upon the date of this note, and will remain in effect until April 25, 1983.

Please accept Excellency, the renewed assurance of my highest consideration.

/s/ Ramiro Saraiva Guerreiro "

I have the further honor to accept your proposal that your note, together with this note in reply shall constitute an agreement between our two governments which will enter into force upon date of this note, and will remain in effect through April 25, 1983.

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

A handwritten signature in black ink, appearing to read "Langhorne A. Motley". To the right of the signature is a small square bracket containing the number "1".

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<sup>1</sup> Langhorne A. Motley.

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

DTC/DCS/DAI/ *68* Em *23* de *JUNHO* de 1982.  
*/680.4(B46) (B13)*

Senhor Embaixador,

Tenho a honra de referir-me à Reunião de Consulta aeronáutica realizada no Rio de Janeiro, no período de 19 a 25 de abril de 1982, da qual resultou a Ata, que reproduzo a seguir:

**\*ATA DE CONSULTA**

Delegações representando os Governos da República Federativa do Brasil e dos Estados Unidos da América reuniram-se na cidade do Rio de Janeiro, no período de 19 a 25 de abril de 1982, para tratarem de vários assuntos ligados à aviação civil para que possam alcançar um entendimento de mútua conveniência.

A relação dos componentes de ambas as delegações se encontra nos Anexos "A" e "B".

As delegações ajustaram o seguinte:

A Sua Excelência o Senhor Langhorne Anthony Motley,  
Embaixador dos Estados Unidos da América.

**I - AUTORIZAÇÃO PARA OPERAÇÃO DE SERVIÇOS REGULARES**

Cada Parte expedirá autorização de operação na forma estabelecida nesta Ata, para que as empresas aéreas regulares indicadas de cada país possam regularizar serviços regulares transportando passageiros, carga e correio ou somente carga, de acordo com o Anexo "D" sobre as rotas constantes do Anexo "C" desta Ata.

As delegações concordaram que a autorização de operação deixará às empresas aéreas regulares indicadas a faculdade de implementar os detalhes operacionais normais de seus serviços, tais como mudanças de itinerário e de dia e hora das operações e de mudanças de freqüência e de capacidade na conformidade do Anexo "C" e Anexo "D". Cada empresa aérea regular indicada apresentará seus horários à Autoridade Aeronáutica do outro país, com antecedência de pelo menos trinta (30) dias antes da data prevista para sua vigência. Tais horários entrarão em vigor, conforme propostos pelas empresas, sempre que estejam em acordo aos termos desta Ata. As autoridades aeronáuticas poderão aceitar que os horários sejam apresentados em um período menor.

**II - DESIGNAÇÕES**

Cada Parte terá o direito de designar empresas para os serviços regulares de acordo com o Anexo "E".

**III - ROTAS**

As empresas designadas pelas Partes poderão operar sobre as rotas estabelecidas no Anexo "C".

**IV - EQUIPAMENTO**

As freqüências indicadas no Anexo "D" poderão ser operadas, a critério das empresas, com aeronaves B-747 atualmente certificadas para uso na aviação

comercial, ou com aeronaves similares ou inferiores.

#### V - DIREITOS DE TRÁFICO

As duas delegações concordaram que as empresas designadas por ambas as Partes operem os serviços regulares mencionados nesta Ata e seus Anexos sem qualquer restrição aos direitos de tráfego de 3a., 4a., 5a. e 6a. liberdades.

#### VI - DIREITOS DE OPERAÇÃO

1. As duas delegações concordam que, dentro de práticas regulares aceitáveis, uma empresa de um país possa em qualquer ponto autorizado no território do outro país, consolidar dois ou mais vôos em um só vôo, de tal modo que apenas uma aeronave continue transportando o tráfego desses vôos.

2. As duas delegações concordam que na execução dos serviços autorizados nesta Ata as empresas designadas poderão usar suas próprias aeronaves ou aeronaves arrendadas, fretadas ou intercambiadas, observando as normas e regulamentos de cada Parte.

3. As delegações concordam que suas autoridades continuarão a autorizar as empresas designadas da outra Parte a realizar operações exclusivamente cargueiras, em ambas direções, que são as mesmas ou semelhantes àquelas que estão atualmente aprovadas para operação pela empresa norte-americana designada.

#### VII - TARIFAS

As tarifas para passageiros e carga para os serviços regulares estarão relacionadas com o custo operacional das empresas e serão aprovadas por ambas as Partes, antes de entrarem em vigor. As empresas designadas apresentarão as tarifas trinta (30) dias antes da data prevista para sua efetivação.

Se qualquer das Partes não estiver satisfeita com a tarifa proposta, uma notificação formal de desaprovação será dada à outra Parte pelos canais diplomáticos, nunca menos de quinze (15) dias antes da data proposta para sua efetivação. A pedido de qualquer das Partes, consultas sobre tarifas deverão ser realizadas dentro de trinta (30) dias do recebimento da notificação de desaprovação, ou conforme acordado por ambas as Partes.

À falta de entendimento durante a consulta, nenhuma tarifa proposta se tornará efetiva. Na ausência de concordância entre as Partes, que permita uma tarifa proposta entrar em vigor conforme proposto pela empresa(s) designada(s), ou conforme acordado pelas Partes como resultado de uma consulta sobre tarifas, as tarifas em vigor à época da apresentação da proposta continuarão em vigor até que novas tarifas sejam mutuamente aprovadas.

#### VIII - FRETAMENTO

1. Cada Parte deverá autorizar, anualmente, empresas da outra Parte a efetuar operações de fretamento em 3a. e 4a. liberdades até setenta e cinco (75) vôos redondos de fretamento de carga e até setenta e cinco (75) vôos redondos de fretamento de passageiro, entre qualquer ponto ou pontos no território de uma Parte para qualquer ponto ou pontos no território da outra Parte. Os pedidos de vôos de fretamento além das mesmas números pelas empresas de qualquer das Partes serão tratados, com a devida atenção, pelas autoridades aeronáuticas da outra Parte.

2. Cada Parte fornecerá à outra Parte os nomes das suas empresas autorizadas a executar as operações de fretamento acima referidas.

3. As operações de fretamento das empresas de ambas as Partes serão tratadas de uma maneira não discriminatória.

4. Cada Parte poderá solicitar que a notificação, juntamente com as informações mínimas necessárias para a operação de um voo de fretamento autorizado ou uma série de vôos de fretamento, sejam fornecidas com uma antecedência de quinze (15) dias para os vôos de fretamento de passageiros e quarenta e oito (48) horas para os vôos de fretamento de carga. Em condições excepcionais, as notificações para os vôos de fretamento de passageiro e carga poderão ser fornecidas em prazos inferiores ao acima citado e serão tratadas com a atenção devida e a rapidez possível.

5. Cada empresa poderá acertar a tarifa de fretamento diretamente com o afretador, observando os regulamentos em vigor no território da Parte onde o tráfego se origina.

#### IX - CONDIÇÕES E OPORTUNIDADES COMERCIAIS

As autoridades de cada país deverão desenvolver todo o esforço possível para assegurar que as empresas de cada país possam operar com o máximo de eficiência e com oportunidades iguais e justas para participar do tráfego numa base não discriminatória. Em particular, cada Governo providenciará: 1) oportunidade justa e igual para o transporte comercial sem discriminação entre as empresas; 2) facilidades para a pronta conversão e transferência de fundos; 3) tarifas aeroportuárias, e de navegação e comunicação, e custos de combustíveis numa base não discriminatória; 4) isenção de impostos federais ao máximo possível; 5) oportunidades sem restrições para publicidade e propaganda de todos os serviços das empresas designadas; e 6) oportunidade para as empresas realizarem os serviços de "ground handling" por si mesmas ou contratar uma empresa de sua escolha para prover tais serviços,

de acordo com as exigências legais internas.

**X - ARRENDAMENTO DE AERONAVES ENTRE OS AEROPORTOS DO GALEÃO E CONGONHAS**

As delegações concordam que:

1. As empresas designadas dos Estados Unidos estão autorizadas a contratar empresas brasileiras para o arrendamento de aeronaves para realizar os serviços entre os aeroportos do Galeão e Congonhas, em conexão com os serviços da empresa norte-americana nas rotas acordadas.

2. Todas as formalidades de desembarque aeroportuário (aduaneiro, policial e sanitário) para os serviços previstos no contrato entre as aludidas empresas serão efetuadas no aeroporto de Congonhas.

3. As empresas norte-americanas será permitido consignar na divulgação dos seus horários os números dos seus vôos realizados em conexão, por aeronave de empresa brasileira, em regime de arrendamento entre os aeroportos do Galeão e Congonhas, e poderão operar também um ou mais de tais vôos com aeronaves próprias além do Rio de Janeiro para pontos de suas rotas em territórios países.

**XI - SEGURANÇA**

Cada Parte:

1. reafirma seu compromisso de agir em acordo com as normas da Convenção sobre Infrações e Certos Outros Atos Cometidos a Bordo de Aeronaves, firmado em Tóquio, em 14 de setembro de 1963, da Convenção para a Repressão ao Apoderamento Ilícito de Aeronaves, firmada na Haia, em 16 de dezembro de 1970, e da Convenção para Repressão aos Atos Ilícitos Contra a Segurança da Aviação Civil, firmada em Montreal, em 23 de setembro de 1971;

2. deverá exigir que os operadores das aeronaves sob seu registro ajam de acordo com as provisões de segurança de aviação aplicáveis, estabelecidas pela Organização de Aviação Civil Internacional e adotadas por ambas as Partes;

e

3. proporcionará a máxima assistência à outra Parte, com vistas a evitar o apoderamento ilícito de aeronaves, sabotagem a aeronaves, aeroportos e facilidades de navegação aérea, bem como ameaças à segurança da aviação; dar a atenção devida a qualquer pedido da outra Parte para medidas de segurança especiais para suas aeronaves ou passageiros a fim de enfrentar determinada ameaça; e, quando incidentes, ou ameaças de seqüestro, ou sabotagem contra aeronaves, aeroportos ou facilidades de navegação aérea ocorrerem, auxiliar a outra Parte, mediante a facilitação de comunicações destinadas a pôr fim a tais incidentes de modo rápido e seguro.

#### XII - SERVIÇO INTERMODAL DE CARGA

As autoridades aeronáuticas de cada país, em base de reciprocidade, concederão às empresas da outra Parte o direito de oferecer serviço intermodal de carga conjuntamente com suas operações de carga internacional com a maior eficiência e com oportunidades iguais e justas para competir no tráfego em bases não discriminatórias.

#### XIII - CONSULTAS

Cada Parte poderá, a qualquer momento, solicitar consultas a respeito de qualquer assunto que surgir durante a vigência desta Ata. Tais consultas começaram dentro de sessenta (60) dias da data em que a outra Parte receber o pedido, a menos que seja mutuamente acordada uma reunião em outra data.

**XIV - ENTRADA EM VIGOR**

Esta Ata entrará em vigor provisoriamente no ato de sua assinatura, sujeita à troca de notas diplomáticas, e permanecerá em vigor pelo período de um (1) ano a partir desta data.

As delegações acordaram reunir-se, numa época mutuamente aceita, a fim de determinar se ajustes devem ser feitos a esta Ata e dar início a discussões sobre um Acordo Permanente.

Firmada na cidade do Rio de Janeiro, aos 25 dias do mês de abril de 1982, nos idiomas inglês e português, sendo ambos os textos de igual valor.

**ANEXO "C"****QUADRO DE ROTAS**

A. De acordo com esta Ata de Consulta, e especificamente o Anexo "E", às empresas aéreas indicadas pelo Governo dos Estados Unidos da América são concedidos os direitos de embarcar e desembarcar tráfego internacional de passageiros, carga e mala postal, se paradamente ou em combinação, nas seguintes rotas, em ambas as direções:

1 - dos Estados Unidos da América, via pontos intermediários no Caribe, América Central e países na Costa Oeste da América do Sul, para São Paulo e Rio de Janeiro;

2 - dos Estados Unidos da América, via pontos intermediários no Caribe e América do Sul, para Belém, Recife e além para a África;

3 - dos Estados Unidos da América, via pontos intermediários no Caribe, Panamá e países nas Costas Norte e Leste da América do Sul, para Belém ou Manaus, Brasília, Rio de Janeiro, São Paulo, Porto Alegre e além o Brasil para o Uruguai e Argentina e além para a Antártida e alem;

4 - dos Estados Unidos da América, via pontos intermediários na América Média e países nas Costas Norte e Leste da América do Sul, para Belém ou Manaus, Brasília, Rio de Janeiro, São Paulo, Porto Alegre e além o Brasil para o Uruguai e Argentina;

5 - dos Estados Unidos da América, via pontos intermediários no Caribe e na América do Sul, para o Rio de Janeiro e São Paulo e além para pontos na África, ao Sul do Equador.

B. De acordo com esta Ata de Consulta, e especificamente o Anexo "E", às empresas aéreas indicadas pelo Governo da República Federativa do Brasil são concedidos os direitos de embarcar e desembarcar tráfego internacional de passageiros, carga e mala postal, separadamente ou em combinação, nas seguintes rotas, em ambas as direções:

1 - da República Federativa do Brasil, via pontos intermediários na América do Sul e América Média, para Los Angeles. (Nota 1);

2 - da República Federativa do Brasil, via pontos intermediários na América do Sul e no Caribe para Miami e Chicago;

3 - da República Federativa do Brasil, via pontos intermediários na América do Sul, Caribe e Panamá, para Washington e Nova York;

4 - da República Federativa do Brasil, via pontos intermediários nas Costas Leste e Norte da América do Sul e no Caribe, para Miami e Nova York e além para o Canadá;

5 - da República Federativa do Brasil, via pontos intermediários na América do Sul para Nova York e além via o ponto intermediário de Anchorage, para o Japão e além (Nota 1).

Nota 1. As operações da rota 1 poderão ser estendidas além Los Angeles, via o ponto intermediário Honolulu para o Japão e além, até que uma empresa aérea brasileira comece as operações além Nova York na rota 5, ocasião em que todos os direitos de operar além Los Angeles na rota 1 terminarão automaticamente.

C. Qualquer ponto ou pontos das rotas contídas neste Quadro de Rotas poderão ser omitidos em uma ou ambas as direções, a critério da empresa aérea indicada para operar essa rota ou rotas.

D. As empresas aéreas indicadas por uma Parte, nos termos desta Ata, serão autorizadas a operar outros serviços através do território da outra Parte, sem obrigação de pouso, pela rota mais direta entre os pontos a serem servidos na medida em que a segurança da operação não seja afetada. Em qualquer caso, o uso de itinerários anti-econômicos e não razoavelmente diretos será evitado.

E. Os vôos de uma empresa aérea indicada que não sirvam todos os pontos concedidos nas rotas contídas no Quadro de Rotas poderão ser operados pela rota mais direta entre os pontos a serem servidos, na medida em que a segurança da operação não seja afetada.

Em qualquer caso, o uso de itinerários anti-econômicos e não razoavelmente diretos será evitado.

F. As empresas aéreas indicadas por uma Parte, nos termos desta Ata, serão autorizadas a efetuar pouso técnico, no território da outra Parte. Todo o aeroporto no território de uma das Partes, que esteja aberto ao tráfego internacional, será aberto em condições uniformes à aeronave da outra Parte, para esse pouso técnico.

G. Para os efeitos deste Quadro de Rotas, a expressão América Média é entendida como incluindo só mente aqueles países localizados no Continente, entre a América do Sul e o território continental dos Estados Unidos da América.

ANEXO "D"

FREQUÊNCIAS

1. As empresas indicadas por cada Parte podem operar até 22 vôos redondos por semana para serviços mistos e até 4 vôos redondos por semana para serviços exclusivamente cargueiros.

2. Os vôos autorizados pelo parágrafo 1 acima serão operados sobre as rotas constantes do Quadro de Rotas do Anexo "C", a critério das empresas.

3. As Partes examinarão pedidos de vôos extraordinários ("extra-sections"), quando se tornar necessário. As empresas apresentarão seus pedidos de vôos extraordinários diretamente às Autoridades aeronáuticas da outra Parte e encaminharão cópia dos pedidos às suas próprias Autoridades aeronáuticas.

4. O número de vôos especificados no parágrafo 1 acima expressa unidades de aeronaves de grande porte ("wide-body"). Cada Parte pode, a seu critério, alocar até duas dessas freqüências de serviços mistos de aeronave de grande porte para uma das empresas designadas para serviços mistos operar essas freqüências com aeronaves de pequeno porte ("narrow body"), na razão de uma freqüência de aeronave de grande porte equivalente a duas freqüências de aeronave de pequeno porte. Para os serviços exclusivamente cargueiros, um ou mais serviços de aeronave de

grande porte pode(m) ser substituído(s) por aeronave de pequeno porte, na razão de uma freqüência de grande porte equivalendo a duas de pequeno porte.

5. Se qualquer empresa de uma Parte suspender seus serviços, temporária ou definitivamente, aquela Parte poderá alocar as freqüências daquela empresa a outras empresas indicadas para a realização de mesma categoria de serviços.

6. Cada Parte poderá alocar ou redistribuir as freqüências autorizadas no parágrafo 1 acima, a seu critério, com o entendimento de que freqüências de empresas que executam serviços mistos só podem ser transferidas a outras empresas indicadas que executam serviços mistos; freqüências exclusivamente cargueiras podem ser transferidas a qualquer das empresas indicadas.

ANEXO "E"

DESIGNAÇÃO

As designações pelos Estados Unidos da América serão as seguintes:

A. para serviços exclusivamente cargueiros (1):

a Flying Tiger Line.

B. para serviços mistos e exclusivamente cargueiros (2) (3): Pan American World Airways, Braniff International, American Airlines.

A Parte brasileira indicará a VARIG para realizar todos os serviços mencionados no Anexo "D". Além disso, poderá indicar uma outra empresa para realização de serviços mistos e uma terceira empresa para a realização de serviços exclusivamente cargueiros, conforme os serviços mencionados no Anexo "D" desta Ata. Qualquer dessas empresas poderá ser substituída por outra, a critério da administração brasileira, para

realizar os serviços correspondentes à empresa substituída.

(1) os Estados Unidos da América, a seu critério, poderão substituir a empresa indicada para realizar estes serviços.

(2) se uma ou mais empresas indicadas para realizar os serviços relacionados nesta categoria suspender temporariamente todos os serviços, não haverá substituição, mas aquela empresa poderá retomar os serviços numa data posterior, utilizando a capacidade de cada das empresas dos Estados Unidos da América no Anexo "D" a esta Ata. O Governo dos Estados Unidos determinará se a(s) empresa(s) suspendeu ou encerrou seus serviços.

(3) se, no futuro, os Estados Unidos determinarem que duas ou mais empresas indicadas para realizar os serviços relacionados nesta categoria tenham encerrado todos os serviços, o Governo dos Estados Unidos, a seu critério, poderá indicar substitutas, desde que, após a substituição ter sido feita, o número total de empresas realizando os serviços relacionados nesta categoria não exceda a dois."

2. Comunico a Vossa Excelênciia, outrossim, que, durante a referida Reunião de Consulta aeronáutica, acordou-se que seriam designadas, para os efeitos indicados no Anexo "E" àquela Ata, as empresas ali mencionadas e, como tal, aquelas empresas serão consideradas como designadas e aceitas pelas Partes.

3. É-me grato manifestar a Vossa Excelênciia a concordância do Governo brasileiro com os termos da Ata de Consulta acima transcrita, bem como com o entendimento constante do parágrafo segundo da presente Nota.

4. Dessa forma, proponho a Vossa Excelênciia que esta nota, juntamente com a de igual teor e da mesma data de Vossa Excelênciia sejam consideradas como um acordo entre os nossos dois Governos, a entrar em vigor na data de hoje, devendo a Ata de Consulta viger até 25 de abril de 1983.

Aproveito a oportunidade para renovar a Vossa Excelênciia os protestos da minha mais alta consideração.



3. I have the pleasure to express to Your Excellency the agreement of the Brazilian Government with the terms of the Memorandum of Consultations transcribed above, as well as with the understanding consistent with the second paragraph of this note.

4. In this form, I propose to Your Excellency that this note, together with Your Excellency's note of equal text and of the same date, shall constitute an agreement between our two governments which will enter into force upon the date of this note, and the Memorandum of Consultations will remain in effect until April 25, 1983.

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

[Signature]

Ramiro Saraiva Guerreiro

3. I have the pleasure to express to Your Excellency the agreement of the Brazilian Government with the terms of the Memorandum of Consultations transcribed above, as well as with the understanding consistent with the second paragraph of this note.

4. In this form, I propose to Your Excellency that this note, together with Your Excellency's note of equal text and of the same date, shall constitute an agreement between our two governments which will enter into force upon the date of this note, and the Memorandum of Consultations will remain in effect until April 25, 1983.

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

[Signature]

Ramiro Saraiva Guerreiro

*The Brazilian Minister of Foreign Relations to the American Ambassador*

Em 20 de abril de 1983.

DTC/DCS/DAI/ 63 /680.4(B46) (B13)

Senhor Embaixador,

Tenho a honra de dirigir-me a Vossa Excelênciia, com referência à Ata de Consulta aeronáutica, firmada em Washington D.C., em 24 de março último.

2. Nos termos da citada Ata, comunico a Vossa Excelênciia que o Governo brasileiro está de acordo com a prorrogação por um ano, a partir de 26 de abril corrente, da vigência da Ata de Consulta, assinada no Rio de Janeiro, em 25 de abril de 1982, a qual foi objeto da troca de notas diplomáticas, em 23 de junho de 1982.

3. Caso o Governo dos Estados Unidos da América manifeste sua concordância a respeito, proponho a Vossa Excelênciia que esta nota juntamente com a resposta de Vossa Excelênciia sejam consideradas como um acordo entre os nossos dois Governos, passando a Ata de Consulta de 25 de abril de 1982 a viger até 25 de abril de 1984.

Aproveito a oportunidade para renovar a Vossa Excelênciia os protestos da minha mais alta consideração.



A Sua Excelênciia o Senhor Langhorne Anthony Motley,  
Embaixador dos Estados Unidos da América.

## TRANSLATION

April 20, 1983

No. DTC/DCS/DAI/63/680.4(B46)(B13)

Mr. Ambassador:

I have the honor to refer to the aviation Memorandum of Consultation signed at Washington, D.C. on March 24, 1982.

2. According to the terms of the aforesaid Memorandum, I wish to inform Your Excellency that the Brazilian Government is in agreement with the extension for one year, from April 26, 1983, of the Memorandum of Consultation, signed at Rio de Janeiro on April 25, 1982, which was effected by exchange of notes on June 23, 1982.

3. If the United States Government is in agreement with this extension, I propose that this note and Your Excellency's reply shall be considered an agreement between our two governments, extending the Memorandum of Consultation of April 25, 1982 until April 25, 1984.

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

[s] R. S. Guerreiro

His Excellency  
Langhorne Anthony Motley,  
Ambassador of the United States of America.

*The American Ambassador to the Brazilian Minister of Foreign Relations*EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 174

Brasilia, May 2, 1983

Excellency:

I have the honor to refer to Your Excellency's note DTC/DCS/DAI/63/680.4(B46) (B13), dated April 20, 1983, regarding the Interim Agreement between the Government of the United States of America and the Government of the Federative Republic of Brazil on air transport services which was effected by exchange of notes at Brasilia on June 23, 1982.

The Government of the United States is in agreement with the extension of the Agreement for one year, from April 26, 1983.

Your note and this note will be considered an agreement between our two governments, extending the Memorandum of Consultation of April 25, 1982 until April 25, 1984.

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



His Excellency

Ramiro Saraiva Guerreiro

Minister of Foreign Relations

Brasilia, D.F.

TIAS 10896

## **THAILAND**

### **Trade: Tokyo Round of Multilateral Trade Negotiations**

*Agreement effected by exchange of notes*

*Signed at Bangkok September 28 and October 21, 1982;*

*Entered into force October 21, 1982;*

*Effective January 1, 1982.*

*With memorandum of understanding*

*Signed at Geneva April 9, 1979.*

*The Thai Deputy Director-General, Economic Department, Ministry of Foreign Affairs to the American First Secretary*

IMMEDIATE  
No. 0502/59093



Ministry of Foreign Affairs,  
Saranrom Palace.

28 September B.E. 2525

Dear Mr. Moran,

With reference to your note dated 11 January, 1982, [1] concerning the Memorandum of Understanding between Thailand and the United States of America, signed on 9 April 1979 in Geneva, in the context of the Multilateral Trade Negotiations, I have the honour to inform you that the Royal Thai Government hereby proposes that the Memorandum of Understanding takes effect pursuant to paragraph six of said Memorandum on 1 January, 1982. On and after that date, Thailand's concessions granted to the United States of America as set forth in Schedule B of the Memorandum (as attached hereto) shall be applied by Thailand to the United States of America.

In this connection, I have further the honour to confirm the understanding of the Royal Thai Government that the tariff concessions granted to the United States of America in the context of the Multilateral Trade Negotiations as set forth in Schedule B shall be deemed to constitute the tariff contribution of Thailand towards her accession to the General Agreement on Tariffs and Trade [2] in so far as the United States of America is concerned.

It is also my understanding that to formally conclude the matter, your Embassy will in reply send me a similar note accepting the proposal of the Royal Thai Government as stated above.

Yours sincerely,

SOMPONGSE FAICHAMPA

(Mr. Sompongse Faichampa)  
Deputy Director-General  
Economic Department

Mr. David R. Moran,  
First Secretary,  
Embassy of the United States of America,  
BANGKOK.

<sup>1</sup> Not printed.

<sup>2</sup> TIAS 1700; 61 Stat., pts. 5 and 6. For Thailand's accession to the General Agreement on Tariffs and Trade, see TIAS 10898 *infra*.

*The American Embassy to the Thai Ministry of Foreign Affairs*

No. 586

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to inform that with reference to your Note Number 0502/59093 of September 28, 1982, the Government of the United States accepts your proposal that the Memorandum of Understanding between our two Governments, of April 9, 1979, take effect pursuant to paragraph six of the Memorandum on 1 January 1982.

On and after that date, the United States' concessions in Schedules A-1 and A-2 to the Memorandum (as attached hereto) shall be applied by the United States to Thailand as though Schedule XX (United States) to the Geneva (1979) protocol to the General Agreement on Tariffs and Trade in which all such concessions were listed, were in effect between the United States and Thailand.

The United States Government confirms the understanding of the Royal Thai Government that the concessions granted to the United States by Thailand in the context of the Multilateral Trade Negotiation shall be deemed to constitute the tariff contribution of Thailand towards its GATT accession insofar as the United States is concerned.

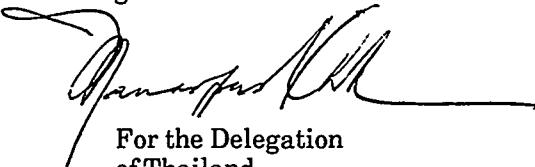
The Embassy of the United States of America avails itself of this opportunity to renew to the Royal Thai Government the assurances of its highest consideration.



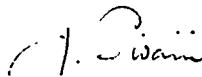
Embassy of the United States of America  
Bangkok, October 21, 1982.

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE DELEGATIONS  
OF THAILAND AND THE UNITED STATES  
TO THE MULTILATERAL TRADE NEGOTIATIONS  
APRIL 9, 1979, GENEVA

1. This memorandum sets forth the mutual trade concessions and contributions to the Multilateral Trade Negotiations agreed to by the Delegations of Thailand and the United States of America for submission to their respective governments for approval.
2. The United States is prepared to respond to the tariff requests of Thailand with bound tariff concessions as set forth in Schedule A-1. The United States is further prepared to respond to the requests of Thailand with bound tariff concessions as set forth in Schedule A-2 provided that the United States receives satisfaction from other trading partners on these items.
3. Thailand, in accordance with the provisions of the Tokyo Declaration, [1] is prepared to make a contribution to the Multilateral Trade Negotiations consistent with its trade, financial and development situation. In this light, Thailand is prepared to respond to the tariff requests of the United States with bound tariff concessions as set forth in Schedule B.
4. It is understood that no measure shall be adopted or modified by either government adversely affecting the concessions granted in the Schedules which is inconsistent with the provisions of the General Agreement on Tariffs and Trade. The Schedules, however, may be subject to technical and legal corrections which would not change their meaning and substance. [2]
5. Any problem affecting the implementation of the concessions contemplated by the agreement shall be resolved through bilateral consultation and negotiation. The United States will notify and consult with Thailand concerning any modification to the concessions in Schedule A-2.
6. The provisions of this Memorandum of Understanding, subject to and upon approval of both governments, shall take effect on a mutually agreed date.



For the Delegation  
of Thailand



J. C. Wan  
For the Delegation  
of the United States

<sup>1</sup> *Department of State Bulletin*, Oct. 8, 1973, p. 450.

<sup>2</sup> The attached schedules have been rectified as agreed by the parties.

## SCHEDULE A-1

Item	Product Description	Base rate of Duty	Concession rate of Duty
113.01	Fish pastes and sauces	4.0%	Free
125.70	Orchid Plants	4.0%	Free
140.09	Mung beans, 5/1-8/31	0.6¢/lb	Free
140.14	Mung beans, 9/1-4/30	1.2¢/lb	0.5¢/lb
202.60	Hardwood flooring except in strips or planks	8.0%	3.2%
304.40	Kapok fibers, processed	4.0%	Free
315.80	Jute cordage, not bleached, colored or treated, the singles yarn of which measure under 720 yds per lb.	10.0%	4.0%
315.85	Jute cordage, not bleached, colored or treated, the singles yarn of which measures 720 yds or over per lb.	12.5%	5.0%
315.90	Jute cordage, bleached, colored or treated, the singles yarn of which measures under 720 yds/lb	10.5%	4.2%
315.95	Jute cordage, bleached, colored or treated, the singles yarn of which measures 720 yds or over per lb.	13.0%	5.2%
329.30 through 329.39	Woven fabrics, in chief value, but not wholly, of cotton: fancy or figured: not bleached and not colored	15.21% through 16.92%	11.2% through 12.4%
363.80	Silk bedding, not ornamented	13.5%	5.4%
367.45	Other silk furnishings, not ornamented	13.5%	5.4%
383.2030	Women's, girls' or infants' knit panty hose	42.5%	17.0%
520.35	Rubies and sapphires	4.0%	Free
652.14	Iron and steel chains and parts thereof, valued under 40¢/lb	12.5%	5.0%
727.82	Pillows, cushions, mattresses etc. of cotton	15.0%	6.0%

## SCHEDULE A-2

Item	Product Description	Base rate of duty	Concession rate of duty
111.60	Fish, nspf, pickled or salted in containers not over 15 lbs	12.5%	10.0%
148.98	Pineapples, prep. or pres.	0.75¢/lb	0.25¢/lb
149.60	Other fruits, nes. prep/pres	17.5%	7.0%
350.02	Mixtures of two or more fruits, not incl. apricots, citrus, peaches or pears	17.5%	7.0%
192.17	Cut flowers, carnations	10.0%	8.0%
192.18	Cut flowers, roses	10.0%	8.0%
192.21	Cut flowers, other	10.0%	8.0%
162.15	Mixed spices	7.5%	3.0%
222.32	Woven material of chips for blinds, shutters, curtains, etc.	12.5%	6.6%
305.30	Yarns and roving of jute; plied: measuring 720 yds or over/lb	12.5%	5.0%
338.50PT	Polyester woven fabric with spun yarn not bleached or colored	25.6% AVE	17.0%
364.25	Silk tapestries	13.5%	6.9%
365.81	Net furnishings, ornamented or non-ornamented	20.0%	12.8%
365.83	Net furnishings, ornamented or non-ornamented	20.0%	12.8%
365.84	Net furnishings, ornamented or non-ornamented	20.0%	12.8%
383.2340	Women's, girls' or infants' ornamented skirts, of man made fibers, not knit	42.5%	17.0%
386.30	Other articles, not ornamented, of cotton, velveteen, velvet, plush, velour or any combination thereof	28.0%	11.2%
601.54	Tungsten ore	4.7% AVE	3.3% AVE
624.03	Unwrought lead, other	5.5% AVE	4.0% AVE
694.31	Civil kites and parts thereof	12.5%	5.0%

## SCHEDULE A-2 - continued

<u>Item</u>	<u>Product Description</u>	<u>Base rate of duty</u>	<u>Concession rate of duty</u>
694.65	Military kites and parts thereof	12.5%	5.0%
791.90	Leather articles, nes	4.0%	free

SCHEDULE -B

## CONCESSIONS WHICH THAILAND GAVE TO THE UNITED STATES

## A. Items of which tariff rates to be reduced in five stages

## 1. Heading number 16.02 Prepared or preserved meat or offals of turkey

Reduce to 70% or 44 Baht/kg Commencing on 1 January 1982

"	60%	"	38	"	"	"	1	"	1983
"	50%	"	32	"	"	"	1	"	1984
"	40%	"	26	"	"	"	1	"	1985
"	30%	"	20	"	"	"	1	"	1986

## 2. Heading number 90.28 Oscilloscopes, oscillographs

Reduce to 27% Commencing on 1 January 1982

"	24%	"	1	"	1983
"	21%	"	1	"	1984
"	18%	"	1	"	1985
"	15%	"	1	"	1986

## B. Items of which tariff rates to be bound at the existing rates

Heading No.	DESCRIPTIONS	Existing rates
19.02	Milk based infant food	10%
84.06	Gas and gasoline engines for aircraft (imported for replacement or repair purposes)	Free
84.17	Sterilizing apparatus, pasteurisers	10%
84.18	Centrifuges	10%
	These rates will be implemented in full with effect from 1 January 1982.	

C. Items of which tariff rates to be bound at the rates above the existing rates

Heading No.	DESCRIPTIONS	EXISTING RATE	CONCESSION RATE
13.03	Liquorice extract	30%	33%
25.07	Bentonite	0.11Baht/kg	0.12Baht/kg
37.02	Color cinematographic film, 35 mm.	20%	22%
37.02	Black and white cinematographic film, 35 mm.	20%	22%
38.11	DDT preparation, not put up in aerosol tins	5%	5.5%
38.16	Preparation cultured media for development of microorganisms	30%	33%
84.28	Poultry incubators and brooders	0%	10%
84.57	Glass working machine	15%	16.5%
88.02	Aeroplanes	0%	10%
88.02	Helicopters	0%	10%
88.03	Parts of aeroplanes	0%	10%
88.03	Parts of helicopters	0%	10%

These rates will be implemented in full with effect from 1 January 1982.

**MULTILATERAL**  
**General Agreement on Tariffs and Trade**

*Protocol for the accession of Thailand to the agreement of  
October 30, 1947.  
Done at Geneva October 21, 1982;  
Entered into force November 22, 1982.*

GENERAL AGREEMENT ON TARIFFS AND TRADE  
ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

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PROTOCOL  
FOR THE ACCESSION OF THAILAND  
TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

PROTOCOLE  
D'ACCESSION DE LA THAILANDE  
A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

21 October 1982  
Geneva

PROTOCOL FOR THE ACCESSION OF THAILAND  
TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE [1]

The governments which are contracting parties to the General Agreement on Tariffs and Trade (hereinafter referred to as "contracting parties" and "the General Agreement", respectively), the European Economic Community and the Government of Thailand (hereinafter referred to as "Thailand"),

Having regard to the results of the negotiations directed towards the accession of Thailand to the General Agreement,

Have through their representatives agreed as follows:

Part I - General

1. Thailand shall, upon entry into force of this Protocol pursuant to paragraph 7, become a contracting party to the General Agreement, as defined in Article XXXII thereof, and shall apply to contracting parties provisionally and subject to this Protocol:

- (a) Parts I, III and IV 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 I & by reference to Article VI of the General Agreement 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 to contracting parties by Thailand shall, except as 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 or otherwise modified by such instruments as may have become effective on the day on which Thailand becomes a contracting party.

(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 Thailand shall be the date of this Protocol.

3. Thailand intends to bring into line with Article III of the General Agreement, the business and excise taxes with respect to items on which the incidence of these taxes varies according to whether the items are locally produced or imported, and will endeavour to do so as soon as possible in the light of the provisions of Part IV, and in particular Thailand's development, financial and trade needs. If by 30 June 1987, the incidence of the above-mentioned taxes still varies as between locally produced and imported items, the matter will be reviewed by the CONTRACTING PARTIES.

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<sup>1</sup> TIAS 1700; 61 Stat., pts. 5 and 6.

Part II - Schedule

4. The schedule in the Annex shall, upon the entry into force of this Protocol, become a Schedule to the General Agreement relating to Thailand.

5. (a) In each case in which paragraph 1 of Article II of the General Agreement refers to the date of the Agreement, the applicable date in respect of each product which is the subject of a concession provided for in the Schedule annexed to this Protocol shall be 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 Schedule annexed to this Protocol shall be the date of this Protocol.

Part III - Final Provisions

6. This Protocol shall be deposited with the Director-General to the CONTRACTING PARTIES. It shall be open for signature by Thailand until 31 December 1982. It shall also be open for signature by contracting parties and by the European Economic Community.

7. This Protocol shall enter into force on the thirtieth day following the day upon which it shall have been signed by Thailand.<sup>[1]</sup>

8. Thailand, having 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 Director-General. Such accession shall take effect on the day on which the General Agreement enters into force pursuant to Article XXVI 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 XXXII of that Agreement, be regarded as acceptance of the Agreement pursuant to paragraph 4 of Article XXVI thereof.

9. Thailand may withdraw its provisional application of the General Agreement prior to its accession thereto pursuant to paragraph 8 and such withdrawal shall take effect on the sixtieth day following the day on which written notice thereof is received by the Director-General.

10. The Director-General shall promptly furnish a certified copy of this Protocol and a notification of each signature thereto, pursuant to paragraph 6 to each contracting party, to the European Economic Community, to Thailand and to each government which shall have acceded provisionally to the General Agreement.

11. This Protocol shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.<sup>[2]</sup>

Done at Geneva this twenty-first day of October one thousand nine hundred and eighty-two in a single copy, in the English and French languages, except as otherwise specified with respect to the Schedule annexed hereto, both texts being authentic.

<sup>1</sup> Nov. 22, 1982.

<sup>2</sup> TS 993; 59 Stat. 1053.

PROTOCOLE D'ACCESSION DE LA THAÏLANDE  
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 et le gouvernement de la Thaïlande (dénommé ci-après "la Thaïlande"),

Eu égard aux résultats des négociations menées en vue de l'accession de la Thaïlande à l'Accord général,

Sont convenus, par l'intermédiaire de leurs représentants, des dispositions suivantes:

Première Partie - Dispositions générales

1. A compter de la date à laquelle le présent Protocole entrera en vigueur conformément au paragraphe 7 ci-après, la Thaïlande sera partie contractante à l'Accord général au sens de l'article XXXII dudit Accord et appliquera aux parties contractantes, à titre provisoire et sous réserve des dispositions du présent Protocole:

- a) Les Parties I, III et IV de l'Accord général;
- b) La Partie II de l'Accord général dans toute la mesure compatible avec sa législation existant à la date du présent Protocole.

Les obligations stipulées au paragraphe 1 de l'article premier par référence à l'article III et celles qui sont stipulées au paragraphe 2 b) de l'article II par référence à l'article VI de l'Accord général seront considérées, aux fins du présent paragraphe, comme relevant de la Partie II de l'Accord général.

2. a) Les dispositions de l'Accord général qui devront être appliquées aux parties contractantes par la Thaïlande 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, telles qu'elles auront été rectifiées, amendées ou autrement modifiées par des instruments qui seront devenus effectifs à la date à laquelle la Thaïlande deviendra partie contractante.

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 la Thaïlande sera la date du présent Protocole.

3. La Thaïlande a l'intention d'harmoniser avec les dispositions de l'article III de l'Accord général la taxe sur les transactions commerciales et le droit d'accise en ce qui concerne les produits sur lesquels l'incidence de cette taxe et de ce droit varie selon que les produits sont fabriqués dans le pays ou importés, et s'efforcera de le faire dès que possible à la lumière des dispositions de la partie IV, et en particulier compte tenu des besoins de son développement, de ses finances et de son commerce. Si, à la date du 30 juin 1987, l'incidence des impositions susmentionnées varie toujours selon que les produits sont fabriqués dans le pays ou importés, la question sera examinée par les PARTIES CONTRACTANTES.

Deuxième Partie - Liste

4. La liste reproduite en annexe deviendra Liste de la Thaïlande annexée à l'Accord général dès l'entrée en vigueur du présent Protocole.

5. a) Dans chaque cas où le paragraphe 1 de l'article II de l'Accord général mentionne la date dudit Accord, la date applicable en ce qui concerne chaque produit faisant l'objet d'une concession reprise dans la liste annexée au présent Protocole sera la date du présent Protocole.

b) Dans le cas du paragraphe 6 a) de l'article II de l'Accord général qui mentionne la date dudit Accord, la date applicable en ce qui concerne la liste annexée au présent Protocole sera la date du présent Protocole.

Troisième Partie - Dispositions finales

6. Le présent Protocole sera déposé auprès du Directeur général des PARTIES CONTRACTANTES. Il sera ouvert à la signature de la Thaïlande jusqu'au 31 décembre 1982. Il sera également ouvert à la signature des parties contractantes et de la Communauté économique européenne.

7. Le présent Protocole entrera en vigueur le trentième jour qui suivra celui où il aura été signé par la Thaïlande.

8. La Thaïlande, étant devenue partie contractante à l'Accord général conformément au paragraphe 1 du présent Protocole, pourra accéder audit Accord selon les clauses applicables du présent Protocole en déposant un instrument d'accession auprès du Directeur général. L'accession prendra effet à la date à laquelle l'Accord général entrera en vigueur conformément aux dispositions de l'article XXVI, ou le trentième jour qui suivra celui du dépôt de l'instrument d'accession si cette date est postérieure à la première. L'accession à l'Accord général conformément au présent paragraphe sera considérée, aux fins de l'application du paragraphe 2 de l'article XXXII dudit Accord, comme une acceptation de l'Accord conformément au paragraphe 4 de l'article XXVI dudit Accord.

9. La Thaïlande pourra, avant son accession à l'Accord général conformément aux dispositions du paragraphe 8, dénoncer son application provisoire dudit Accord; une telle dénonciation prendra effet le soixantième jour qui suivra celui où le Directeur général en aura reçu notification par écrit.

10. Le Directeur général remettra sans retard à chaque partie contractante, à la Communauté économique européenne, à la Thaïlande et à chaque gouvernement qui aura accédé à l'Accord général à titre provisoire, une copie certifiée conforme du présent Protocole et une notification de chaque signature dudit Protocole donnée conformément au paragraphe 6.

11. Le présent Protocole sera enregistré conformément aux dispositions de l'article 102 de la Charte des Nations Unies.

Fait à Genève, le vingt et un octobre mil neuf cent quatre-vingt-deux, en un seul exemplaire, en langues française et anglaise, sauf autre disposition stipulée pour la liste annexée, les deux textes faisant également foi.

ANNEX

SCHEDULE LXXIX — THAILAND

ANNEXE

LISTE LXXIX — THAILANDE

SCHEDULE LXXXIX - THAILAND

This Schedule is authentic only in the English language

Part I Host-Favoured-Nation Tariff

Tariff item number	Description of products	Rate of duty	Present concession in	Initial negotiating right (INR) on the concession	Concession first incorporated in a GATT schedule in	INR's on earlier concessions
1	2	3	4	5	6	7
ex 01.03	Live swine for breeding	Free	TH/82	CE10		
ex 01.05	Live ducks for breeding	Free	TH/82	CE10		
ex 01.05	Other live poultry for breeding	Free	TH/82	CE10		
ex 02.01	Meat of sheep, lambs, fresh, chilled or frozen	50%	TH/82	N2		
ex 02.01	Meat of goats, fresh, chilled or frozen	50%	TH/82	N2		
ex 04.02	Powder milk for infants	20%	TH/82	CE10		
ex 04.02	Whole milk powder for infants	20%	TH/82	FI, N2		
ex 04.02	Other whole milk powder	20%	TH/82	N2		
ex 04.02	Skimmed milk powder	20%	TH/82	N2		
ex 04.02	Buttermilk powder	20%	TH/82	N2		
ex 04.03	Anhydrous milk fat	20%	TH/82	N2		
04.04	Cheese and curd	60% or 20 bht/kg	TH/82	N2		

SCHEDULE LXXIX - THAILAND

1	2	3	4	5	6	7
ex 04.04	Cheese and curd (other than Cheddar cheese)	60% or 20 bht/Kg	TH/82	CE10		
ex 04.04	Processed cheese	60% or 20 bht/Kg	CH			
ex 08.06	Apples, fresh	60% or 25 bht/kg	TH/82			
ex 12.06	Hop cones	40%	TH/82	CE10		
ex 12.06	Lupulin	40%	TH/82	CE10		
ex 13.03	Liquorice extract	33%	TH/82	US		
ex 16.02	Prepared or preserved meat or offals of turkey	30% or 20 bht/Kg*)	TH/82	US		
ex 19.02	Milk based infant food	10%	TH/82	US		
ex 21.05	Soups and broths in solid or powder form	60% or 10 bht/kg	TH/82	CH		
ex 22.05	Champagne	60% or 20 bht/L	TH/82	CE10		
ex 22.05	Other sparkling wines	60% or 20 bht/L	TH/82	CE10		
ex 22.05	Other wines of fresh grapes with absolute alcohol not exceeding 15%	60% or 20 bht/L	TH/82	CE10		

\*) The reduction from the base rate, 80% or 50 bht/kg, to the concession rate will be implemented in accordance with the provisions of the Geneva (1979) Protocol.

SCHEDULE LXXXIX - THAILAND

1	2	3	4	5	6	7
ex 22.05	Other wines of fresh grapes with absolute alcohol exceeding 15% but not exceeding 23%	60% or 20 bht/L	TH/82	CE10		
ex 22.06	Vermouths and other wines of fresh grapes flavoured with aromatic extracts, with absolute alcohol not exceeding 15%	60 % or 20 bht/L	TH/82	CE10		
ex 22.06	Vermouths and other wines of fresh grapes flavoured with aromatic extracts, with absolute alcohol exceeding 15% but not exceeding 23%	60% or 20 bht/L	TH/82	CE10		
ex 22.09	Gin or geneva	60% or 65 bht/L	TH/82	CE10		
ex 25.03	Sulphur, refined	15%	TH/82	CA		
ex 25.03	Sulphur, unrefined	10%	TH/82	CA		
ex 25.07	Bentonite	0.12 bht/kg	TH/82	US		
ex 25.24	Asbestos, fibre, raw or beaten	10%	TH/82			
ex 25.24	Other asbestos	10%	TH/82	CA		
ex 29.23	Para-amino-salicylic acid including its salts, esters and other derivatives for use in preparing antituberculosis preparations	10%	TH/82	CE10		

SCHEDULE LXXIX - THAILAND

1	2	3	4	5	6	7
ex 71.02	Topaz cut but not set	10%	TH/82	CE10		
ex 71.02	Zircon cut but not set	10%	TH/82	CE10		
ex 71.02	Garnet cut but not set	10%	TH/82	CE10		
ex 71.02	Other precious stones cut but not set	10%	TH/82	CE10		
ex <u>73.03</u>	Scrap and waste of pig or cast iron	10%	TH/82	CE10		
ex <u>73.03</u>	Scrap and waste of alloy steel	10%	TH/82	CE10		
ex <u>73.03</u>	Scrap and waste of other iron or steel	10%	TH/82	CE10		
ex 76.01	Unwrought aluminium	5%	TH/82	NO, NZ		
ex 76.01	Unwrought aluminium alloys	10%	TH/82	NO, NZ		
ex 84.06	Gas and gasoline engines for aircraft (imported for replacement or repair purposes)	Free	TH/82	US		
ex 84.17	Sterilizing apparatus, pasteurizers	10%	TH/82	FI, NO, SE, US		
ex 84.17	Hachinery and plant of this heading, used in the manufacture of chemical wood pulp; and parts thereof	30%	TH/82	FI		
ex 84.18	Centrifuges	10%	TH/82	FI, NO, SE, US		
ex 84.23	Wheel loaders	30%	TH/82	SE		
ex 84.23	Road graders	30%	TH/82	SE		
ex 84.28	Poultry incubators and brooders	10%	TH/82	NZ, US		
<u>84.31</u>	Hachinery for making or finishing cellulosic pulp, paper or paperboard	30%	TH/82	CH, FI		

TIAS 10898

## SCHEDULE LXXIX - THAILAND

1	2	3	4	5	6	7
ex 84.32	Book-binding machinery	30%	TH/82	CH		
<u>84.35</u>	Other printing machinery; machines for uses ancillary to printing	30%	TH/82	CE10, CH		
ex 84.43	Converters	30%	TH/82	CE10		
ex 84.43	Ingot moulds and ladies	30%	TH/82	CE10		
ex 84.43	Casting machines of a kind used in metallurgy and in metal foundries	30%	TH/82	CE10		
ex <u>84.47</u>	Sawing machines 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	30%	TH/82	CE10, FI		
ex <u>84.47</u>	Lathes 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.	30%	TH/82	CE10		
ex <u>84.47</u>	Drilling machines 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	30%	TH/82	CE10		
ex <u>84.47</u>	Other 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	30%	TH/82	CE10		

## SCHEDULE LXXIX - THAILAND

1	2	3	4	5	6	7
ex 84.56	Cement and concrete mixers	30%	TH/82	CE10		
ex 84.56	Crushing and grinding machines	30%	TH/82	CE10, FI		
ex 84.56	Other machinery for sorting, screening, separating, washing, crushing, grinding, or mixing earth, stone, ores or other mineral substances, in solid (including powder and paste) form; machinery for agglomerating, moulding or shaping solid mineral fuels, ceramic paste, unhardened cements, plastering materials or other mineral products in powder or paste form; machines for forming foundry moulds of sand	30%	TH/82	CE10		
ex 84.57	Glass working machines	16.5%	TH/82	US		
ex 84.59	Cigar or cigarette-making machines	30%	TH/82	CE10		
ex 84.59	Machinery and mechanical appliances for extracting and preparing oil from oil-seeds	30%	TH/82	CE10		
ex 88.02	Aeroplanes	10%	TH/82	US		
ex 88.02	Helicopters	10%	TH/82	US		
ex 88.03	Parts for aeroplanes	10%	TH/82	US		
ex 88.03	Parts for helicopters	10%	TH/82	US		
ex 90.07	Cameras for microscopes	30%	TH/82	CE10		
ex 90.07	Cameras for X-rays	30%	TH/82	CE10		
ex 90.07	Cameras for medical and surgical purposes	30%	TH/82	CE10		

SCHEDULE LXXIX - THAILAND

1	2	3	4	5	6	7
ex 90.07	Cameras for composing and preparing printing plates and cylinders	30%	TH/82	CE10		
ex 90.07	Other photographic cameras, other than for aerial photo-surveying and for document copying	30%	TH/82	CE10		
ex 90.14	Theodolites	15%	TH/82	CH		
ex 90.15	Balances of a sensitivity of two milligrammes or better	15%	TH/82	CH		
ex 90.15	Other sensitive balances	30%	TH/82	CH		
ex 90.28	Oscilloscopes, oscillographs	15%*)	TH/82	US		
<u>91.07</u>	Watch movements (including stop-watch movements), assembled	15%	TH/82	CH		

Part IIPreferential tariff

NIL

\*) The reduction from the base rate, 30%, to the concession rate will be implemented in accordance with the provisions of the Geneva (1979) Protocol.

I hereby certify that the foregoing text is a true copy of the Protocol for the Accession of Thailand to the General Agreement on Tariffs and Trade, done at Geneva on 21 October 1982, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Protocole d'accession de la Thaïlande à l'Accord général sur les tarifs douaniers et le commerce, établi à Genève, le 21 octobre 1982, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.



ARTHUR DUNKEL

*Director-General  
Geneva*

*Directeur général  
Genève*

## **BANGLADESH**

### **Agricultural Commodities**

*Agreements amending the agreement of March 8, 1982, as amended.*

*Effectuated by exchange of notes*

*Signed at Dhaka December 30, 1982;*

*Entered into force December 30, 1982.*

*And exchange of notes*

*Signed at Dhaka February 6, 1983;*

*Entered into force February 6, 1983.*

*And exchange of letters*

*Signed at Washington October 25, 1983;*

*Entered into force October 25, 1983.*

Dec. 30, 1982  
 Feb. 6, 1983  
 Oct. 25, 1983

*The American Mission Director to the Bangladesh Secretary, External Resources Division, Ministry of Finance and Planning*



EMBASSY OF THE  
 UNITED STATES OF AMERICA

December 30, 1982

Dear Mr. Rahman:

I have the honor to refer to the agricultural commodities agreement between our two governments, signed March 8, 1982, as amended,<sup>[1]</sup> and to propose that Part II, PARTICULAR PROVISIONS of that agreement be further amended as follows:

A. Item I, Commodity Table - delete the existing commodity table in its entirety and insert the following:

"A.

<u>Commodity</u>	<u>Supply Period</u> (U.S. Fiscal Year)	<u>Approximate Maximum Quantity</u> (Metric Tons)	<u>Maximum Export Value</u> (Million Dols.)
Wheat	1983	100,000	17.1
Soybean/ Cottonseed Oil	1983	10,000	4.5
Rice	1983	37,000	10.0
TOTAL			31.6

B. Cumulative Program

Wheat	1983	275,000	43.00
Rice	1983	92,000	25.40
Soybean/ Cottonseed Oil	1983	40,000	18.02
Cotton	1982	28,300(Bales)	9.18
TOTAL			95.60"

B. Under Item III, Usual Marketing, insert "rice, 1983. zero (0)" under appropriate columns.

Mr. Mafizur Rahman  
 Secretary  
 External Resources Division  
 Ministry of Finance and Planning  
 People's Republic of Bangladesh

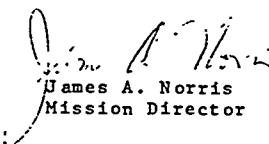
<sup>1</sup>TIAS 10483; 34 UST 2161.

C. Under Item IV, Export Limitations, paragraph (B), insert "(3) for rice -- rice in the form of paddy, brown or milled."

All other terms and conditions of the March 8, 1982 agreement, as amended, remain the same.

If the foregoing is acceptable to your government, I propose that this note, together with your reply thereto, constitute agreement between our two governments, effective date of your note in reply.

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



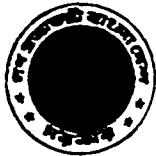
James A. Norris  
Mission Director

Dec. 30, 1982  
Feb. 6, 1983  
Oct. 25, 1983

4011

*The Bangladesh Joint Secretary, External Resources Division, Ministry of Finance, to the Director of the United States Agency for International Development*

From: M. Khaled Shams  
Joint Secretary



External Resources Division  
Ministry of Finance  
Sher-e-Bangla Nagar  
Dacca-7

D.O. No. ERU/USAID-L-480 Title-III)-6/82/926

Date...December..30,...1982.

Dear Dr. Norris,

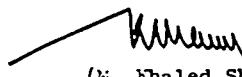
I have the honour to refer to your letter of this day the 30th December, 1982, which reads as under :

[For the text of the U.S. note, see pp. 4009-4010.]

I, hereby, confirm that the above sets out correctly the understanding reached between the Government of the People's Republic of Bangladesh and the Government of the United States of America.

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

Sincerely yours,

  
(M. Khaled Shams)

Dr. James A. Norris,  
Director, USAID,  
Jibon Bima Bhaban(4th floor),  
10, Dilkusha C/A,  
Dhaka.

*The American Ambassador to the Bangladesh Secretary, External  
Resources Division, Ministry of Finance and Planning*



EMBASSY OF THE  
UNITED STATES OF AMERICA

February 6, 1983

Dear Mr. Rahman:

I have the honor to refer to the agricultural commodities agreement between our two governments, signed March 8, 1982, as amended, and to propose that Part II, Particular Provisions of that agreement be further amended as follows:

A. Under Item I, Commodity Table, under A. Commodity insert the following line under the appropriate columns:

"Cotton	1983	31,000 (Bales)	10.2"
---------	------	----------------	-------

For wheat delete "100,000" and "17.1" and insert "230,000" and "28.9" under appropriate columns. For soybean/cottonseed oil delete "10,000" and "4.5" and insert "27,000" and "10.9" under appropriate columns. For total export value delete "31.6" and insert "60".

Under B, Cumulative Program, delete existing numbers in the table and insert the following under appropriate columns:

"Wheat	1982/83	405,000	54.80
Rice	1982/83	88,000	25.40
Soybean/Cottonseed			
Oil	1982/83	57,000	24.42
Cotton (Bales)	1982/83	59,300	19.38
Total		124.00"	

B. Under Item III, Usual Marketing, insert "Cotton, 1982/83, 100,000 bales" under appropriate columns.

C. Under Item IV, Export Limitations, Paragraph (B), insert "(4) For cotton -- upland cotton, except Comilla variety, and cotton textiles (including yarn and waste)."

Mr. Mafizur Rahman  
Secretary  
External Resources Division  
Ministry of Finance and Planning  
People's Republic of Bangladesh

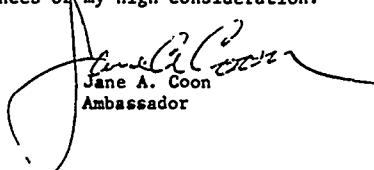
D. For Annex B, Item III, Part H, Paragraph 2b should be deleted in its entirety and the following inserted:

"The USG and the BDG will regularly review and approve the list of Title III Funded Projects shown in Paragraph a above. The USG and BDG will review quarterly the approved projects to assure that progress in implementation of individual projects is adequate to continue to be eligible to receive disbursements from the special account. Changes in the list of eligible projects will be made through letters of implementation as needed."

All other terms and conditions of the March 8, 1982 agreement, as amended, remain the same.

If the foregoing is acceptable to your government, I propose that this note, together with your reply thereto, constitute agreement between our two governments, effective on the date of your note in reply.

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



Jane A. Coon  
Ambassador

*The Bangladesh Secretary, External Resources Division, Ministry of Finance, to the American Ambassador*

From: Mafizur Rahman  
Secretary



Ministry of Finance  
External Resources Division  
Shahid Minar, Dhaka  
Docket No. 7

D.O. No ERD/Americas-II(PL-480-III)-6/83/

Date February 6, 1983.

Excellency,

I have the honour to refer to your letter of this day, the 6th February, 1983, on Agricultural Commodity Agreement between our two governments (PL 480 Title III) signed on March 8, 1982, which reads as under:

[For the text of the U.S. note, see pp. 5-6.]

I, hereby, confirm that the above sets out correctly the understanding reached between the Government of the People's Republic of Bangladesh and the Government of the United States of America.

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

Yours sincerely,  
*Mafizur Rahman*  
(Mafizur/Rahman)

H.E. Mrs. Jane A. Coon,  
Ambassador for U.S.A. in Bangladesh,  
Dhaka.

Dec. 30, 1982  
 Feb. 6, 1983  
 Oct. 25, 1983

*The Secretary of Agriculture to the Bangladesh Minister for Foreign Affairs*



DEPARTMENT OF AGRICULTURE  
 OFFICE OF THE SECRETARY  
 WASHINGTON, D. C. 20250

October 25, 1983

Excellency:

I have the honor to refer to the agricultural commodities agreement between our two governments, signed March 8, 1982, as amended, and to propose that Part II, Particular Provisions of that agreement be further amended as follows:

A. Under Item I, Commodity Table, under A. Commodity delete the existing numbers in the table and insert the following under the appropriate columns:

*Wheat	1984	197,000	31.0
Rice	1984	50,000	15.0
Vegetable Oil	1984	12,000	9.0
Cotton	1984	26,000 (Bales)	10.0
	Total		65.0*

Under B, Cumulative Program, delete the existing numbers in the table and insert the following under the appropriate columns:

*Wheat	1982/83/84	602,000	85.80
Rice	1982/83/84	138,000	40.40
Vegetable Oil	1982/83/84	69,000	33.42
Cotton	1982/83/84	85,300 (Bales)	29.38
	Total		189.00*

B. Under Item III, Usual Marketing, for cotton delete "1982/83" and insert "1982/83/84".

All other terms and conditions of the March 8, 1982 agreement, as amended, remain the same.

If the foregoing is acceptable to your government, I propose that this note, together with your reply thereto, constitute agreement between our two governments, effective on the date of your note in reply.

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

Sincerely yours,

John R. Block  
 Secretary of Agriculture

Mr. A. R. Shams-Ud-Doha  
 Minister for Foreign Affairs  
 People's Republic of Bangladesh

*The Bangladesh Minister for Foreign Affairs to the Secretary of Agriculture*

প্রজাতন্ত্রী বাংলাদেশ  
FOREIGN MINISTER



গণপ্রজাতন্ত্রী বাংলাদেশ সরকার  
GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF BANGLADESH

October 25, 1983

Excellency,

I have the honour to refer to your letter of this day, the October 25, 1983 on the Agricultural Commodity Agreement between our two governments (PL 480 Title III) signed on March 8, 1982, which reads as under :

[For the text of the U.S. letter, see p. 4015.]

I, hereby, confirm that the above sets out correctly the understanding reached between the Government of the People's Republic of Bangladesh and the Government of the United States of America.

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

Yours sincerely,

A handwritten signature in black ink, appearing to read "Aminur Rahman Shams-ud Doha".

Aminur Rahman Shams-ud Doha  
Minister for Foreign Affairs

Mr. John R. Block,  
Secretary of Agriculture,  
Government of the United States of America.

# **JAPAN**

## **Trade: Specialty Steel**

*Agreement effected by exchange of letters  
Signed at Washington October 18, 1983;  
Entered into force October 18, 1983.*

*The United States Trade Representative to the Japanese Chargé d'Affaires  
ad interim*

THE UNITED STATES TRADE REPRESENTATIVE  
WASHINGTON  
20580

October 18, 1983

His Excellency  
Yasushi Murazumi  
Charge d'Affaires ad interim  
Japan  
Embassy of Japan  
Washington, D.C.

Excellency,

I have the honor to refer to the recent discussions held under Article XIX of the General Agreement on Tariffs and Trade<sup>[1]</sup> between the representatives of the Government of the United States of America and of the Government of Japan during which the Government of the United States of America informed the Government of Japan of the import relief measures for specialty steel taken since July 20, 1983, by the Government of the United States of America in accordance with Section 203(a) of the Trade Act of 1974.<sup>[2]</sup> I have further the honor to confirm that the Government of the United States of America will implement its obligations under the following provisions:

1. (a) The Government of the United States of America will limit imports from Japan of the categories of specialty steel as set forth in Annex A (hereinafter referred to as "the categories") for the period of three and three-fourth years beginning October 20, 1983. In the event that restraint levels as defined in Annex C (b) are reached in any category or categories prior to the end of a restraint period as set forth in Annex B, the Government of the United States of America, unless otherwise mutually agreed, will delay further importation in the categories affected until after the end of that restraint period.

(b) Imports will be counted against restraint levels on the basis of date of entry, or withdrawal from warehouse, for consumption.

(c) The Government of the United States of America will not limit imports from Japan of the categories below the restraint levels therefor.

(d) The Government of Japan will make every reasonable effort to see to it that there will be no circumvention of the restraint levels contained in this Note, for example, by minor modifications of products.

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<sup>1</sup> TIAS 1700; 61 Stat.(5) and (6).

<sup>2</sup> 88 Stat. 1978; 19 U.S.C. §2101.

2. (a) If imports from Japan of any category appear likely to exceed the restraint level the Government of the United States of America will endeavor to notify the Government of Japan to that effect.

(b) Should it become necessary for the Government of the United States of America to delay importation in any category due to filling of the restraint level, as much prior notification as possible will be given to the Government of Japan.

3. (a) Any base limit as defined in Annex C (a) may be exceeded in a restraint period by no more than 10 percent of that base limit, provided that there is an equal tonnage reduction in the base limit for the same category in the subsequent restraint period.

(b) Notwithstanding the provisions of subparagraph (a) above, in the 3rd, 7th and 11th restraint periods, the excess of the base limit will be limited to up to 3 percent of the base limit, and equal tonnage reduction in the base limit for the same category will be made in the subsequent restraint period.

(c) With respect to the provisions of subparagraphs (a) and (b) above, the Government of the United States of America will make appropriate adjustments to the applicable base limits and notify the Government of Japan thereof should such excess occur.

4. (a) For each category having a shortfall, carryover will be permitted for up to 20 percent of the base limit for the restraint period in which the shortfall occurs, but not in excess of the actual shortfall. Shortfalls in one quota category may not be applied to any other category. Such carryover will be permitted only to the restraint period following the one in which the shortfall occurs.

(b) Notwithstanding the provisions of subparagraph (a) above, in the 3rd, 7th and 11th restraint periods, carryover to the subsequent restraint period in the case of a shortfall will be limited to up to 10 percent of the base limit, and not in excess of the actual shortfall.

5. If the Government of Japan considers that, as a result of the application of the provisions of this Note, Japan is placed in an inequitable position vis-a-vis third countries in respect of specialty steel imports into the United States, the Government of Japan may request consultations with the Government of the United States of America.

6. (a) Mutually satisfactory administrative adjustments may be made to resolve minor problems arising out of the implementation of the provisions of this Note, including differences in procedure or operation.

(b) The two Governments may amend the provisions of this Note, if such amendments are mutually agreeable.

7. No provision of this Note will be construed as affecting the respective positions of the two Governments with respect to paragraph 7(i) and paragraphs (1) - (3) of the section related to safeguards of the Ministerial Declaration approved at Geneva at the 38th Session of the Contracting Parties to the General Agreement on Tariffs and Trade.

8. (a) Either Government may request consultations on any matters arising from the provisions of this Note, including cases, if any, of circumvention of the effectiveness of the restraints contained herein. Such consultations will take place at a mutually convenient time not later than thirty days from the date on which such request is made, unless otherwise mutually agreed.

(b) If, in the view of either Government, the economic conditions prevailing at the time of the recent discussions mentioned above have changed substantially, that Government may initiate consultations for the purpose of discussing the possibility of liberalizing or terminating the import relief measures referred to in the provisions of this Note prior to the expiration of the period of three and three-fourth years.

(c) Either Government may terminate the provisions of this Note in their entirety by giving sixty-days' written notice to the other Government.

9. The reciprocal rights and obligations of the two Governments under the General Agreement on Tariffs and Trade will be reserved while the provisions of this Note remain in effect. For the purpose of the time limitation as set forth in Article XIX (3) (a) of the General Agreement on Tariffs and Trade, the period of ninety days will be considered to begin on the date of termination of the provisions of this Note in their entirety and continue so long as import relief measures by the Government of the United States of America on all or part of the categories remain in force.

10. (a) The Government of Japan will provide promptly to the Government of the United States of America monthly data on exports of the categories to the United States.

(b) The Government of the United States of America will provide promptly to the Government of Japan data on imports of the categories from Japan within every two week period.

I have further the honor to request you to confirm on behalf of the Government of Japan that it will implement its obligations under the above provisions and to propose that this Note and Your Excellency's Note in reply will constitute an agreement between the two Governments as characterized in the above provisions.

Accept, Excellency, the assurances of my highest consideration.



William E. Brock, III  
United States Trade Representative

## ANNEX A

The following items from the Tariff Schedules of the United States Annotated (part 2B, schedule 6) are covered by the provisions of the Note and are included in the three basic categories used for setting base limits:

<u>Category</u>	<u>Description and TSUSA Items</u>		
I	Stainless Steel Bar		
	606.9005	606.9010	
II	Stainless Steel Rod		
	607.2600	607.4300	
III	Alloy Tool Steel (except Chipper Knife, Band Saw Steel and Grade 52100 Bearing Steel*)		
	606.9300	607.5420	
	606.9400	607.7205	
	606.9505	607.7220	
	606.9510	607.8805	
	606.9520	607.8820	
	606.9525	608.3405	
	606.9535	608.3420	
	606.9540	608.4905	
	607.2800	608.4920	
	607.3405	608.6405	
	607.3420	608.6420	
	607.4600	609.4520	
	607.5405	609.4550	

\*Grade 52100 Bearing Steel includes the following:

	C	Ni	P(max)	S(max)	Si	Cr	Mn (max)	Co (max)	Nb(max)
(1) A295-GRADE 52100	0.95/1.13	0.22/0.48	0.03	0.03	0.15/0.37	1.25/1.65	0.25	0.38	0.09
(2) A295-GRADE C-1 A535-Mod.H-1	0.95/1.05	0.95/1.25	0.025	0.025	0.45/0.75	0.90/1.20	0.25	0.35	0.08
(3) A295-GRADE C-2 A535-Mod.H-2	0.95/1.00	1.40/1.70	0.025	0.025	0.50/0.80	1.40/1.60	0.25	0.35	0.08
(4) A295-GRADE C-3 A535-Mod.H-3	0.95/1.10	0.65/0.90	0.025	0.025	0.20/0.35	1.10/1.50	0.25	0.35	0.20/0.30
(5) A295-GRADE C-4 A535-Mod.H-4	0.95/1.10	1.05/1.35	0.025	0.025	0.20/0.35	1.10/1.50	0.25	0.35	0.15/0.60
(6) No. 24 No. 25	0.92/1.02	0.25/0.40	0.025	0.025	0.25/0.40	1.15/1.95	0.25	0.35	0.15/0.40 IAL 0.05 max

## ANNEX B

The base limits for the three basic categories will apply for the restraint periods as follows:

Restraint Period	Thousands of Short Tons		
	Category I	Category II	Category III
1. October 20, 1983 through January 19, 1984	3.125	1.400	1.020
2. January 20, 1984 through April 19, 1984	3.125	1.400	1.020
3. April 20, 1984 through July 19, 1984	3.125	1.400	1.020
4. July 20, 1984 through October 19, 1984	3.219	1.442	1.051
5. October 20, 1984 through January 19, 1985	3.219	1.442	1.051
6. January 20, 1985 through April 19, 1985	3.219	1.442	1.051
7. April 20, 1985 through July 19, 1985	3.218	1.442	1.049

Restraint Period	Thousands of Short Tons		
	Category I	Category II	Category III
8. July 20, 1985 through October 19, 1985	3.316	1.486	1.082
9. October 20, 1985 through January 19, 1986	3.315	1.485	1.082
10. January 20, 1986 through April 19, 1986	3.315	1.485	1.082
11. April 20, 1986 through July 19, 1986	3.315	1.485	1.082
12. July 20, 1986 through October 19, 1986	3.415	1.530	1.115
13. October 20, 1986 through January 19, 1987	3.415	1.530	1.115
14. January 20, 1987 through April 19, 1987	3.415	1.530	1.115
15. April 20, 1987 through July 19, 1987	3.414	1.529	1.113

## ANNEX C

For the purposes of the provisions of the Note:

- (a) The term "base limit" means the amount of imports of a category of specialty steel from Japan into the United States in short tons as set forth in Annex B that may be entered, or withdrawn from warehouse, for consumption in any restraint period prior to any adjustment allowed under paragraphs 3 and 4 of the Note.
- (b) The term "restraint level" means a base limit referred to in (a) above with adjustment, if any, pursuant to the provisions of paragraphs 3 and 4 of the Note.
- (c) The term "imports" refers to United States imports classified under the items listed in Annex A entered for consumption (encompassing transshipments through third countries and shipments diverted to the United States market while in transit; informal entries (valued at less than \$250); temporary imports under bond; re-imports of items exported for processing (TSUSA806.30); and United States Government imports).
- (d) The term "restraint period" means the three month periods beginning on October 20, 1983.
- (e) The term "actual shortfall" means the difference between the base limit and the amount of actual imports of any category from Japan during any restraint period, where actual imports fall below the base limit for that category.

*The Japanese Chargé d'Affaires ad interim to the United States Trade Representative*



EMBASSY OF JAPAN  
WASHINGTON, D. C.

His Excellency  
William E. Brock, III  
United States Trade Representative  
Washington, D.C.

Excellency,

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date which reads as follows:

[For text of the U.S. note, see pp. 4018-4025.]

I have further the honor to confirm on behalf of the Government of Japan that it will implement its obligations under the above provisions and to agree that Your Excellency's Note and this Note will constitute an agreement between the two Governments as characterized in the above provisions.

Accept, Excellency, the assurances of my highest consideration.

A handwritten signature in black ink, appearing to read "Yaushi Murazumi".  
Yaushi Murazumi  
Charge d'Affaires ad interim  
of Japan

/October 18, 1983/

# POLISH PEOPLE'S REPUBLIC

## Trade: Specialty Steel

*Agreement effected by exchange of letters*

*Signed at Washington October 18, 1983;*

*Entered into force October 18, 1983.*

*The United States Trade Representative to the Polish Chargé d'Affaires ad interim*

THE UNITED STATES TRADE REPRESENTATIVE  
WASHINGTON  
20506

October 18, 1983

His Excellency Zdzislaw Ludwiczak  
Minister-Counselor  
Charge d Affairs ad interim  
Embassy of the Polish People's Republic  
2640 16th Street, N.W.  
Washington, D.C. 20009

Excellency,

I have the honour to refer to the recent discussions held under Article XIX of the General Agreement on Tariffs and Trade<sup>[1]</sup> between the representatives of the Government of the United States of America and of the Government of the Polish People's Republic during which the Government of the United States of America discussed the import relief measures for specialty steel to be taken by the Government of the United States of America in accordance with sec. 203(a) of the Trade Act of 1974.<sup>[2]</sup> I have further the honour to confirm that the Government of the United States of America will implement its obligations under the following provisions:

1. (a) The Government of the United States of America will limit imports from the Government of the Polish People's Republic of the categories of specialty steel as set forth in Annex A (hereinafter referred to as "the categories") for the period of three and three-fourth years beginning October 20, 1983. In the event that restraint levels as defined in Annex D (b) are reached in any category or categories prior to the end of a restraint period as set forth in Annex B, the Government of the United States of America, unless otherwise mutually agreed, will delay further importation in the categories affected until after the end of that restraint period.

(b) Imports will be counted against restraint levels on the basis of date of entry, or withdrawal from warehouse for consumption.

(c) The Government of the United States of America will not limit imports from the Government of the Polish People's Republic of the categories below the restraint levels therefor.

(d) If during any restraint period imports from the Government of the Polish People's Republic of high speed tool steel increases to more than 25 tons, then the United States may request consultations for the purpose of ensuring the continued effectiveness of this Note.

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<sup>1</sup> TIAS 1700; 61 Stat. (5) and (6).

<sup>2</sup> 88 Stat. 1978; 19 U.S.C. §2101.

(e) The Government of the Polish People's Republic will seek to avoid circumvention of the restraint levels contained in this Note.

2. (a) If imports from the Government of the Polish People's Republic of any category appear likely to exceed the restraint level the Government of the United States of America will endeavor to notify the Government of the Polish People's Republic to that effect.

(b) Should it become necessary for the Government of the United States of America to delay importation in any category due to filling of the restraint level, as much prior notification as possible will be given to the Government of the Polish People's Republic.

3. (a) Any base limit as defined\* in Annex D (a) may be exceeded in a restraint period by no more than the percentage of that base limit as set forth in Annex C, provided that there is an equal tonnage reduction in the base limit for the same category in the subsequent period.

(b) Following notification by the Government of the Polish People's Republic at the earliest possible date of its intention concerning subparagraph (a) above, the Government of the United States of America will make an appropriate adjustment of the applicable base limits, consistent with Annex C.

4. (a) For each category in which a shortfall is determined, carryover will be permitted for up to 10 percent of the base limit for the restraint period in which the shortfall occurs, but not in excess of the actual shortfall, except the restraint period from April 20 through July 19 of each year 1984 through 1987 for which the carryover will be permitted for up to 4 percent. Shortfalls in one quota category may not be applied to any other category. Such carryover will be permitted only to the restraint period following the one in which the shortfall occurs.

(b) For the purpose of this paragraph, the actual shortfall is the amount imports of any category from the Government of the Polish People's Republic during any restraint period are below the base limit for that category.

5. If the Government of the Polish People's Republic considers that as a result of the application of the provisions of this Note, the Government of the Polish People's Republic is placed in an inequitable position vis-a-vis third countries in respect of specialty steel imports into the United States, the Government of the Polish People's Republic may request consultations with the Government of the United States of America.

6. (a) Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising out of the implementation of the provisions of this Note, including

differences in procedure or operation.

(b) The two Governments may amend the provisions of this Note, if such amendments are mutually agreeable.

7. (a) No provision of this Note will be construed as affecting the respective positions of the two Governments with respect to paragraph 7(i) and paragraphs (1) - (3) of the section related to safeguards of the Ministerial Declaration approved at Geneva at the 38th Session of the Contracting Parties.

(b) No provision of this Note will be construed as applying to prices or production of specialty steel, or allocation of shipments among firms selling or buying specialty steel.

8. (a) Either Government may request consultations of any matters arising from the provisions of this Note. Such consultations will take place at a mutually convenient time not later than thirty days from the date of which such request is made, unless otherwise mutually agreed.

(b) If, in the view of either Government, the economic conditions prevailing at the time of the recent discussions mentioned above have changed substantially, that Government may initiate consultations for the purpose of discussing the possibility of liberalizing or terminating the import relief measures referred to in the provisions of this Note prior to the expiration of the period of three and three-fourth years.

(c) Either Government may terminate the provisions of this Note in their entirety by giving sixty-days' written notice to the other Government.

9. The reciprocal rights and obligations of the two Governments under the General Agreement on Tariffs and Trade will be reserved while the provisions of this Note remain in effect. For the purpose of the time limitation as set forth in Article XIX (3) (a) of the General Agreement on Tariffs and Trade, the period of ninety days will be considered to begin on the date of termination of the provisions of this Note in their entirety and continue so long as import relief measures by the Government of the United States of America on all or part of the categories remain in force.

10. (a) The Government of the Polish People's Republic will provide promptly to the Government of the United States of America monthly data on exports of the categories to the United States.

(b) The Government of the United States of America will provide promptly to the Government of the Polish People's Republic monthly data on imports of the categories from Poland.

I have further the honour to request you to confirm on behalf of the Government of the Polish People's Republic that it will implement its obligations under the above provisions and to propose that this Note and Your Excellency's Note in reply will constitute an agreement between the two Governments as characterized in the above provisions.

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



William E. Brock, III  
United States Trade Representative

## ANNEX A

The following items from the Tariff Schedules of the United States Annotated are covered by the provisions of the Note and are included in the three basic categories used for setting base limits:

1. Bars of stainless steel,  
provided for in item 606.90,  
part 2B, schedule 6, TSUS.
2. Wire rod of stainless steel,  
provided for in item 607.26 and  
607.43, part 2B, schedule 6, TSUS.
3. Bars, wire rods, plates,  
sheets, and strip, all the  
foregoing of alloy tool  
steel (except chipper knife  
steel and band saw steel),  
provided for in items  
606.95, 607.28, 607.34,  
607.46, 607.54, 607.72,  
607.88, 608.34, 607.49, and  
608.64, and round wire of  
high speed tool steel,  
provided for in item 609.45,  
part 2B, schedule 6, TSUS.

## ANNEX B

The base limits for the three basic categories will apply for the restraint periods as follows:

	Entered during the restraint period—			
	July 20 through October 19	October 20 through January 19	January 20 through April 19	April 20 through July 19
<b>Bars of stainless steel, provided for in item 606.90, part 2B, schedule 6:</b>				
926.10	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	N.A.	N.A.
926.11	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	N.A.	N.A.	N.A.
926.12	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	N.A.	N.A.	N.A.
926.13	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	N.A.	N.A.	N.A.
<b>Wire rod of stainless steel, provided for in item 607.26 and 607.43, part 2B, schedule 6:</b>				
926.15	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	N.A.	N.A.
926.16	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	N.A.	N.A.	N.A.
926.17	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	N.A.	N.A.	N.A.

<u>: Entered during the restraint period—</u>					
<u>: July 20      October 20      January 20      April 20</u>					
<u>: through      through      through      through</u>					
<u>: October 19      January 19      April 19      July 19</u>					
Whenever the respective, etc. (con.):					
Wire rod, etc. (con.):					
926.18	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	N.A.	N.A.	N.A.	N.A.
	Bars, wire rods, plates, sheets, and strip, all the foregoing of alloy tool steel (except chipper knife steel and band saw steel), provided for in items 606.95, 607.28, 607.34, 607.46, 607.54, 607.72, 607.88, 608.34, 608.49, and 608.64, and round wire of high speed tool steel, provided for in item 609.45, part 2B, schedule 6:				
926.20	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	13	79	79	79
926.21	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	64	64	65	65
926.22	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	66	66	66	67
926.23	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	68	68	68	69

## ANNEX C

Maximum percentage increases in base limits of receiving categories, as referred to in paragraph 3 of the Note, are as follows:

		Entered during the restraint period—			
		July 20 through October 19	October 20 through January 19	January 20 through April 19	April 20 through July 19
926.10	Bars of stainless steel, provided for in item 606.90, part 2B, schedule 6: If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.11	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.12	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.13	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.15	Wire rod of stainless steel, provided for in item 607.26 and 607.43, part 2B, schedule 6: If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.16	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.17	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	N.A.	N.A.	N.A.	N.A.

Entered during the restraint period—				
	: July 20	October 20	January 20	April 20
	: through	through	through	through
	: October 19	January 19	April 19	July 19

Whenever the respective,  
etc. (con.):

Wire rod, etc. (con.):

926.18	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	N.A.	N.A.	N.A.	N.A.
	Bars, wire rods, plates, sheets, and strip, all the foregoing of alloy tool steel (except chipper knife steel and band saw steel), provided for in items 606.95, 607.28, 607.34, 607.46, 607.54, 607.72, 607.88, 608.34, 608.49, and 608.64, and round wire of high speed tool steel, provided for in item 609.45, part 2B, schedule 6:				
926.20	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	10	10	2
926.21	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....				
926.22	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	10	10	10	2
926.23	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	10	10	10	0

## ANNEX D

For the purposes of the provisions of the Note:

- (a) The term "base limit" means the amount of imports of a category of specialty steel from the Government of the Polish People's Republic into the United States in short tons as set forth in Annex B that may be entered, or withdrawn from warehouse, for consumption in any restraint period prior to any adjustment allowed under paragraph 3 of the Note.
- (b) The term "restraint level" means a base limit referred to in (a) above with adjustment, if any, pursuant to the provisions of paragraph 3 of the Note.
- (c) The term "imports" refers to United States imports classified under the items listed in Annex A entered for consumption (encompassing transhipments through third countries and shipments diverted to the United States market while in transit; informal entries (valued at less than \$250); temporary imports under bond; re-imports of items exported for processing (TSUSA806.30); and United States Government imports).
- (d) The term "restraint period" means the three month periods beginning on October 20, 1983.

*The Polish Chargé d'Affaires ad interim to the United States Trade  
Representative*

EMBASSY  
OF THE POLISH PEOPLE'S REPUBLIC  
WASHINGTON, D. C.

No. 23-17-83

*Excellency,*

*I have the honour to acknowledge the receipt of Your Excellency's Note of today's date which reads as follows:*

[For text of the U.S. note, see pp. 4028-4037.]

*I have further the honour to confirm on behalf of the Government of the Polish People's Republic that it will implement its obligations under the above provisions and to agree that Your Excellency's Note and this Note will constitute an agreement between the two Governments as characterized in the above provisions.*

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

*Zdzislaw Ludwiczak<sup>[1]</sup>*

*Washington, D.C.  
October 18, 1983*



*The Honorable  
Ambassador William E. Brock  
United States Trade Representative*

<sup>1</sup> Zdzislaw Ludwiczak.

## **SPAIN**

### **Trade: Specialty Steel**

*Agreement effected by exchange of letters  
Signed at Washington October 18, 1983;  
Entered into force October 18, 1983.*

*The United States Trade Representative to the Spanish Assistant Secretary  
for Trade Policy, Ministry of Economy and Finance*

THE UNITED STATES TRADE REPRESENTATIVE  
WASHINGTON  
20506

October 18, 1983

His Excellency Juan Badosa  
Assistant Secretary for Trade Policy  
Ministry of Economy and Finance

Excellency,

I have the honour to refer to the recent discussions held under Article XIX of the General Agreement on Tariffs and Trade<sup>[1]</sup> between the representatives of the Government of the United States of America and of the Government of Spain during which the Government of the United States of America discussed the import relief measures for specialty steel to be taken by the Government of the United States of America in accordance with sec. 203(a) of the Trade Act of 1974.<sup>[2]</sup> I have further the honour to confirm that the Government of the United States of America will implement its obligations under the following provisions:

1. (a) The Government of the United States of America will limit imports from Spain of the categories of specialty steel as set forth in Annex A (hereinafter referred to as "the categories") for the period of three and three-fourth years beginning October 20, 1983. In the event that restraint levels as defined in Annex D (b) are reached in any category or categories prior to the end of a restraint period as set forth in Annex B, the Government of the United States of America, unless otherwise mutually agreed, will delay further importation in the categories affected until after the end of that restraint period.

(b) Imports will be counted against restraint levels on the basis of date of entry, or withdrawal from warehouse for consumption.

(c) The Government of the United States of America will not limit imports from Spain of the categories below the restraint levels therefor.

2. (a) If imports from Spain of any category appear likely to exceed the restraint level the Government of the United States of America will endeavor to notify the Government of Spain to that effect.

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<sup>1</sup> TIAS 1700; 61 Stat.(5) and (6).

<sup>2</sup> 88 Stat. 1978; 19 U.S.C. §2101.

(b) Should it become necessary for the Government of the United States of America to delay importation in any category due to filling of the restraint level, as much prior notification as possible will be given to the Government of Spain.

3. (a) Any base limit as defined in Annex D (a) may be exceeded in a restraint period by no more than the percentage of that base limit as set forth in Annex C, provided that there is an equal tonnage reduction in the base limit for the same category in the subsequent period.

(b) Following notification by the Government of Spain at the earliest possible date of its intention concerning subparagraph (a) above, the Government of the United States of America will make an appropriate adjustment of the applicable base limits, consistent with Annex C.

4. (a) For each category in which a shortfall is determined, carryover will be permitted for up to 20 percent of the base limit for any restraint period in which the shortfall occurs, but not in excess of the actual shortfall, except the restraint period from April 20 through July 19 of each year 1984 through 1987 for which the carryover will be permitted for up to 4 percent. Shortfalls in one quota category may not be applied to any other category. Such carryover will be permitted only to the restraint period following the one in which the shortfall occurs.

(b) For the purpose of this paragraph, the actual shortfall is the amount imports of any category from Spain during any restraint period are below the base limit for that category.

5. If the Government of Spain considers that as a result of the application of the provisions of this Note, Spain is placed in an inequitable position vis-a-vis third countries in respect of specialty steel imports into the United States, the Government of Spain may request consultations with the Government of the United States of America with a view to the satisfactory resolution of the matter.

6. (a) Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising out of the implementation of the provisions of this Note, including differences in procedure or operation.

(b) The two Governments may amend the provisions of this Note, if such amendments are mutually agreeable.

7. (a) No provision of this Note will be construed as affecting the respective positions of the two Governments with respect to the safeguards provisions of the Declaration of Ministers

approved at Geneva at the 38th Session of the Contracting Parties.

(b) No provision of this Note will be construed as applying to prices or production of specialty steel, or allocation of shipments among firms selling or buying specialty steel.

8. (a) Either Government may request consultations of any matters arising from the provisions of this Note, including the possibility of circumvention of the effectiveness of the restraints contained herein. Such consultations will take place at a mutually convenient time not later than thirty days from the date of which such request is made, unless otherwise mutually agreed.

(b) If, in the view of either Government, the economic conditions prevailing at the time of the recent discussions mentioned above have changed substantially, that Government may initiate consultations for the purpose of discussing the possibility of liberalizing or terminating the import relief measures referred to in the provisions of this Note prior to the expiration of the period of three and three-fourth years.

(c) Either Government may terminate the provisions of this Note in their entirety by giving sixty-days' written notice to the other Government.

9. The reciprocal rights and obligations of the two Governments under the General Agreement on Tariffs and Trade concerning the import relief proclaimed by the United States on July 5, 1983, will be reserved while the provisions of this Note remain in effect. For the purpose of the time limitation as set forth in Article XIX(3)(a) of the General Agreement on Tariffs and Trade, the period of ninety days will be considered to begin on the date of termination of the provisions of this Note in their entirety and continue so long as import relief measures by the Government of the United States of America on all or part of the categories remain in force.

10. (a) The Government of Spain will provide promptly to the Government of the United States of America monthly data on exports of the categories to the United States.

(b) The Government of the United States of America will provide promptly to the Government of Spain monthly data on imports of the categories from Spain.

I have further the honour to request you to confirm on behalf of the Government of Spain that it will implement its obligations under the above provisions and to propose that this

Note and Your Excellency's Note in reply will constitute an agreement between the two Governments as characterized in the above provisions.

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

  
William E. Brock, III  
United States Trade Representative

## ANNEX A

The following items from the Tariff Schedules of the United States Annotated are covered by the provisions of the Note and are included in the three basic categories used for setting base limits:

1. Bars of stainless steel,  
provided for in item 606.90,  
part 2B, schedule 6, TSUS.
2. Wire rod of stainless steel,  
provided for in item 607.26 and  
607.43, part 2B, schedule 6, TSUS.
3. Bars, wire rods, plates,  
sheets, and strip, all the  
foregoing of alloy tool  
steel (except chipper knife  
steel and band saw steel),  
provided for in items  
606.95, 607.28, 607.34,  
607.46, 607.54, 607.72,  
607.88, 608.34, 607.49, and  
608.64, and round wire of  
high speed tool steel,  
provided for in item 609.45,  
part 2B, schedule 6, TSUS.

## ANNEX B

The base limits for the three basic categories will apply  
for the restraint periods as follows:

		Entered during the restraint period—			
		: July 20	October 20	January 20	April 20
		: through	through	through	through
		: October 19	January 19	April 19	July 19
<b>Bars of stainless steel, provided for in item 606.90, part 2B, schedule 6:</b>					
926.10	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	1060	967	967	966
926.11	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	1000	999	999	999
926.12	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	1030	1030	1029	1029
926.13	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	1061	1061	1060	1060
<b>Wire rod of stainless steel, provided for in item 607.26 and 607.43, part 2B, schedule 6:</b>					
926.15	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	438	402	401	401
926.16	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	423	423	423	422
926.17	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	436	436	435	435

Entered during the restraint period—				
	: July 20	: October 20	: January 20	: April 20
	: through	: through	: through	: through
	: October 19	: January 19	: April 19	: July 19

Whenever the respective,  
etc. (con.):

Wire rod, etc. (con.):

926.18	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	449	448	448	448
	Bars, wire rods, plates, sheets, and strip, all the foregoing of alloy tool steel (except chipper knife steel and band saw steel), provided for in items 606.95, 607.28, 607.34, 607.46, 607.54, 607.72, 607.88, 608.34, 608.49, and 608.64, and round wire of high speed tool steel, provided for in item 609.45, part 2B, schedule 6:				
926.20	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	0	54	54	54
926.21	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	42	42	42	41
926.22	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	43	43	43	43
926.23	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	45	44	44	44

## ANNEX C

Maximum percentage increases in base limits of receiving categories, as referred to in paragraph 3 of the Note, are as follows:

	<u>Entered during the restraint period—</u>			
	<u>: July 20</u>	<u>October 20</u>	<u>January 20</u>	<u>April 20</u>
	<u>: through</u>	<u>through</u>	<u>through</u>	<u>through</u>
	<u>: October 19</u>	<u>January 19</u>	<u>April 19</u>	<u>July 19</u>

	Bars of stainless steel, provided for in item 606.90, part 2B, schedule 6: If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	10	10	10	3
926.10	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	10	10	10	3
926.11	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	10	10	10	3
926.12	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	10	10	10	3
926.13	Wire rod of stainless steel, provided for in item 607.26 and 607.43, part 2B, schedule 6: If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	10	10	10	3
926.15	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	10	10	10	3
926.16	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	10	10	10	3
926.17	If entered during the period from July 20, 1985, through July 19, 1986,	10	10	10	3

Entered during the restraint period—					
	: July 20	: October 20	: January 20	: April 20	
	: through	: through	: through	: through	
	: October 19	: January 19	: April 19	: July 19	
	Whenever the respective, etc. (con.):				
	Wire rod, etc. (con.):				
926.18	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	10	10	10	3
	Bars, wire rods, plates, sheets, and strip, all the foregoing of alloy tool steel (except chipper knife steel and bard saw steel), provided for in items 606.95, 607.28, 607.34, 607.46, 607.54, 607.72, 607.88, 608.34, 608.49, and 608.64, and round wire of high speed tool steel, provided for in item 609.45, part 2B, schedule 6:				
926.20	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	10	10	10	3
926.21	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	10	10	10	3
926.22	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	10	10	10	3
926.23	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	10	10	10	3

## ANNEX D

For the purposes of the provisions of the Note:

- (a) The term "base limit" means the amount of imports of a category of specialty steel from Spain into the United States in short tons as set forth in Annex B that may be entered, or withdrawn from warehouse, for consumption in any restraint period prior to any adjustment allowed under paragraph 3 of the Note.
- (b) The term "restraint level" means a base limit referred to in (a) above with adjustment, if any, pursuant to the provisions of paragraph 3 of the Note.
- (c) The term "imports" refers to United States imports classified under the items listed in Annex A entered for consumption (encompassing transshipments through third countries and shipments diverted to the United States market while in transit); informal entries (valued at less than \$250); temporary imports under bond; re-imports of items exported for processing (TSUSA806.30); and United States Government imports).
- (d) The term "restraint period" means the three month periods beginning on October 20, 1983.

*The Spanish Assistant Secretary for Trade Policy, Ministry of Economy  
and Finance to the United States Trade Representative*



SPANISH EMBASSY  
WASHINGTON, D. C.

October 18th, 1983

His Excellency William E. Brock  
U.S. Trade Representative  
Washington, D.C.

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date which reads as follows:

[For text of the U.S. note, see pp. 4040-4049.]

I have further the honour to confirm on behalf of the Government of Spain that it will implement its obligations under the above provisions and to agree that Your Excellency's Note and this Note will constitute an agreement between the two Governments as characterized in the above provisions.

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

A handwritten signature in black ink, appearing to read "Juan Badosa".

Juan Badosa  
Assistant Secretary  
for Trade Policy.

## **AUSTRIA**

### **Trade: Specialty Steel**

*Agreement effected by exchange of letters  
Signed at Washington October 19, 1983;  
Entered into force October 19, 1983.  
With related letter.*

*The United States Trade Representative to the Austrian Ambassador*

THE UNITED STATES TRADE REPRESENTATIVE  
WASHINGTON,  
20580

October 19, 1983

His Excellency Dr. Thomas Klestil  
Ambassador Extraordinary and Plenipotentiary  
Embassy of Austria  
Washington, D.C.

Excellency,

I have the honour to refer to the recent discussions held under Article XIX of the General Agreement on Tariffs and Trade<sup>[1]</sup> between the representatives of the Government of the United States of America and of the Government of Austria during which the Government of the United States of America discussed the import relief measures for specialty steel to be taken by the Government of the United States of America in accordance with sec. 203(a) of the Trade Act of 1974.<sup>[2]</sup> I have further the honour to confirm that the Government of the United States of America will implement its obligations under the following provisions:

1. (a) The Government of the United States of America will limit imports from Austria of the categories of specialty steel as set forth in Annex A (hereinafter referred to as "the categories") for the period of three and three-fourth years beginning October 20, 1983. In the event that restraint levels as defined in Annex D (b) are reached in any category or categories prior to the end of a restraint period as set forth in Annex B, the Government of the United States of America, unless otherwise mutually agreed, will delay further importation in the categories affected until after the end of that restraint period.

(b) Imports will be counted against restraint levels on the basis of date of entry, or withdrawal from warehouse for consumption.

(c) The Government of the United States of America will not limit imports from Austria of the categories below the restraint levels therefor.

2. (a) If imports from Austria of any category appear likely to exceed the restraint level the Government of the United States of America will endeavor to notify the Government of Austria to that effect.

(b) Should it become necessary for the Government of the United States of America to delay importation in any category due to filling of the restraint level, as much prior notification as possible will be given to the Government of Austria.

<sup>1</sup> TIAS 1700; 61 Stat. (5) and (6).

<sup>2</sup> 88 Stat. 1978; 19 U.S.C. §2101.

3. (a) Any base limit as defined in Annex D (a) may be exceeded in a restraint period by no more than the percentage of that base limit as set forth in Annex C, provided that there is an equal tonnage reduction in the base limit for the same category in the subsequent period.

(b) Following notification by the Government of Austria at the earliest possible date of its intention concerning subparagraph (a) above, the Government of the United States of America will make an appropriate adjustment of the applicable base limits, consistent with Annex C.

4. (a) For each category in which a shortfall is determined, carryover will be permitted for up to 20 percent of the base limit for the restraint period in which the shortfall occurs, but not in excess of the actual shortfall, except the restraint period from April 20 through July 19 of each year 1984 through 1987 for which the carryover will be permitted for up to 4 percent. Shortfalls in one quota category may not be applied to any other category. Such carryover will be permitted only to the restraint period following the one in which the shortfall occurs.

(b) For the purpose of this paragraph, the actual shortfall is the amount imports of any category from Austria during any restraint period are below the base limit for that category.

5. If the Government of Austria considers that as a result of the application of the provisions of this Note, Austria is placed in an inequitable position vis-a-vis third countries in respect of specialty steel imports into the United States, the Government of Austria may request consultations with the Government of the United States of America with a view to the satisfactory resolution of the matter.

6. (a) Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising out of the implementation of the provisions of this Note, including differences in procedure or operation.

(b) The two Governments may amend the provisions of this Note, if such amendments are mutually agreeable.

7. (a) No provision of this Note will be construed as affecting the respective positions of the two Governments with respect to the safeguards provisions of the Declaration of Ministers approved at Geneva at the 38th Session of the Contracting Parties.

(b) No provision of this Note will be construed as applying to prices or production of specialty steel, or allocation of shipments among firms selling or buying specialty steel.

8. (a) Either Government may request consultations of any matters arising from the provisions of this Note. Such consultations will take place at a mutually convenient time not later than thirty days from the date of which such request is made, unless otherwise mutually agreed.

(b) If, in the view of either Government, the economic conditions prevailing at the time of the recent discussions mentioned above have changed substantially, that Government may initiate consultations for the purpose of discussing the possibility of liberalizing or terminating the import relief measures referred to in the provisions of this Note prior to the expiration of the period of three and three-fourth years.

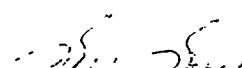
9. The reciprocal rights and obligations of the two Governments under the General Agreement on Tariffs and Trade concerning the import relief proclaimed by the United States on July 5, 1983, will be reserved while the provisions of this Note remain in effect. For the purpose of the time limitation as set forth in Article XIX (3)(a) of the General Agreement on Tariffs and Trade, the period of ninety days will be considered to begin on the date of termination of the provisions of this Note in their entirety and continue so long as import relief measures by the Government of the United States of America on all or part of the categories remain in force.

10. (a) The Government of Austria will provide promptly to the Government of the United States of America monthly data on exports of the categories to the United States.

(b) The Government of the United States of America will provide promptly to the Government of Austria monthly data on imports of the categories from Austria.

I have further the honour to request you to confirm on behalf of the Government of Austria that it will implement its obligations under the above provisions and to propose that this Note and Your Excellency's Note in reply will constitute an agreement between the two Governments as characterized in the above provisions.

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

  
William E. Brock, III  
United States Trade Representative

## ANNEX A

The following items from the Tariff Schedules of the United States Annotated are covered by the provisions of the Note and are included in the three basic categories used for setting base limits:

1. Bars of stainless steel,  
provided for in item 606.90,  
part 2B, schedule 6, TSUS.
2. Wire rod of stainless steel,  
provided for in item 607.26 and  
607.43, part 2B, schedule 6, TSUS.
3. Bars, wire rods, plates,  
sheets, and strip, all the  
foregoing of alloy tool  
steel (except chipper knife  
steel and band saw steel),  
provided for in items  
606.95, 607.28, 607.34,  
607.46, 607.54, 607.72,  
607.88, 608.34, 607.49, and  
608.64, and round wire of  
high speed tool steel,  
provided for in item 609.45,  
part 2B, schedule 6, TSUS.

## ANNEX B

The base limits for the three basic categories will apply for the restraint periods as follows:

Entered during the restraint period—					
	: July 20	October 20	January 20	April	
	: through	through	through	throug	
	: October 19	January 19	April 19	July 1	
Bars of stainless steel, provided for in item 606.90, part 2B, schedule 6:					
926.10	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.11	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.12	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.13	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	N.A.	N.A.	N.A.	N.A.
Wire rod of stainless steel, provided for in item 607.26 and 607.43, part 2B, schedule 6:					
926.15	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.16	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.17	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	N.A.	N.A.	N.A.	N.A.

Entered during the restraint period—				
: July 20	October 20	January 20	April 20	
: through	through	through	through	
: October 19	January 19	April 19	July 19	

	Whenever the respective, etc. (con.): Wire rod, etc. (con.):				
926.18	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	N.A.	N.A.	N.A.	N.A.
	Bars, wire rods, plates, sheets, and strip, all the foregoing of alloy tool steel (except chipper knife steel and band saw steel), provided for in items 606.95, 607.28, 607.34, 607.46, 607.54, 607.72, 607.88, 608.34, 608.49, and 608.64, and round wire of high speed tool steel, provided for in item 609.45, part 2B, schedule 6:				
926.20	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	701	702	702
926.21	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	618	618	618	618
926.22	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	636	636	637	637
926.23	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	655	656	656	656

## ANNEX C

Maximum percentage increases in base limits of receiving categories, as referred to in paragraph 3 of the Note, are as follows:

		Entered during the restraint period--				
		: July 20	October 20	January 20	April	
		: through	through	through	through	
		: October 19	January 19	April 19	July 1	
926.10		Bars of stainless steel, provided for in item 606.90, part 2B, schedule 6: If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.11		If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.12		If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.13		If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.15		Wire rod of stainless steel, provided for in item 607.26 and 607.43, part 2B, schedule 6: If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.16		If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.17		If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	N.A.	N.A.	N.A.	N.A.

Entered during the restraint period—				
: July 20	October 20	January 20	April 20	
: through	through	through	through	
: October 19	January 19	April 19	July 19	

	Whenever the respective, etc. (con.): Wire rod, etc. (con.): 926.18	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	N.A.	N.A.	N.A.	N.A.
	Bars, wire rods, plates, sheets, and strip, all the foregoing of alloy tool steel (except chipper knife steel and band saw steel), provided for in items 606.95, 607.28, 607.34, 607.46, 607.54, 607.72, 607.88, 608.34, 608.49, and 608.64, and round wire of high speed tool steel, provided for in item 609.45, part 2B, schedule 6:					
926.20	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....		N.A.	10	10	0
926.21	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....		10	10	10	0
926.22	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....		10	10	10	0
926.23	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....		10	10	10	0

## ANNEX D

For the purposes of the provisions of the Note:

- (a) The term "base limit" means the amount of imports of a category of specialty steel from Austria into the United States in short tons as set forth in Annex B that may be entered, or withdrawn from warehouse, for consumption in any restraint period prior to any adjustment allowed under paragraph 3 of the Note.
- (b) The term "restraint level" means a base limit referred to in (a) above with adjustment, if any, pursuant to the provisions of paragraph 3 of the Note.
- (c) The term "imports" refers to United States imports classified under the items listed in Annex A entered for consumption (encompassing transshipments through third countries and shipments diverted to the United States market while in transit; informal entries (valued at less than \$250); temporary imports under bond; re-imports of items exported for processing (TSUSA806.30); and United States Government imports).
- (d) The term "restraint period" means the three month periods beginning on October 20, 1983.

*The Austrian Ambassador to the United States Trade Representative*

AUSTRIAN EMBASSY  
WASHINGTON, D. C.

Washington, October 19, 1983

His Excellency  
William E. Brock, III  
United States Trade Representative

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date which reads as follows:

[For text of the U.S. note, see pp. 4052-4060.]

I have further the honour to confirm on behalf of the Government of Austria that it will implement its obligations under the above provisions and to agree that Your Excellency's Note and this Note will constitute an agreement between the two Governments as characterized in the above provisions.

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

  
Dr. Thomas Klestil  
Ambassador Extraordinary  
and Plenipotentiary

## [RELATED LETTER]

THE UNITED STATES TRADE REPRESENTATIVE  
WASHINGTON  
20506

October 19, 1983

His Excellency Dr. Thomas Klestil  
Embassy of Austria  
Washington, D.C.

Dear Ambassador Klestil:

Regarding the Memorandum of Understanding on specialty steel exchanged between our Governments on this day, the Government of the United States considers, among other matters, that issues related to the effectiveness of the Note as appropriate for consultations under the provisions of the Note. For example, if the ratio of high speed tool steel to all alloy tool steel increases significantly above the current ratio of such articles imported from Austria, or if any cases of possible circumvention of the effectiveness of the restraints contained in the Note arise, the United States would view the consultation provisions of the Note as the appropriate means to seek a mutually satisfactory solution.

Very truly yours,

WILLIAM E. BROCK

## CANADA

### Trade: Specialty Steel

*Arrangement effected by exchange of letters  
Signed at Washington October 19, 1983;  
Entered into force October 19, 1983.*

*The United States Trade Representative to the Canadian Ambassador*

THE UNITED STATES TRADE REPRESENTATIVE  
WASHINGTON  
20506

October 19, 1983

His Excellency Allan E. Gotlieb  
Ambassador of Canada to the  
United States  
1746 Massachusetts Avenue, N.W.  
Washington, D.C. 20036

Excellency,

I have the honour to refer to the recent discussions held under Article XIX of the General Agreement on Tariffs and Trade<sup>[1]</sup> between the representatives of the Government of the United States of America and of the Government of Canada during which the representatives discussed the import relief measures for specialty steel to be taken by the Government of the United States of America in accordance with sec. 203(a) of the Trade Act of 1974.<sup>[2]</sup> I have further the honour to confirm that the Government of the United States of America will implement the provisions set forth below:

1. (a) The Government of the United States of America will limit imports from Canada of the categories of specialty steel as set forth in Annex A (hereinafter referred to as "the categories") for the period October 20, 1983, through July 19, 1987, unless the period is earlier expressly modified or terminated. In the event that restraint levels as defined in Annex C (b) are reached in any category or categories prior to the end of a restraint period as set forth in Annex B, the Government of the United States of America, unless otherwise mutually agreed, will delay further importation in the categories affected until after the end of that restraint period.

(b) Imports of Canadian origin will be counted against restraint levels on the basis of date of entry, or withdrawal from warehouse for consumption.

(c) The Government of the United States of America will not limit imports from Canada of the categories below the restraint levels therefor.

2. (a) Any base limit as defined in Annex B may be exceeded in a restraint period by no more than 10 percent of that base limit provided that there is an equal tonnage reduction in the base limit for the same category in the subsequent restraint period.

<sup>1</sup> TIAS 1700; 61 Stat. (5) and (6).

<sup>2</sup> 88 Stat. 1978; 19 U.S.C. §2101.

(b) Notwithstanding the provisions of subparagraph (a) above, in the 3rd, 7th and 11th restraint periods, the excess of the base limit will be limited to up to 3 percent of the base limit, and equal tonnage reduction in the base limit for the same category will be made in the subsequent restraint period.

(c) With respect to the provisions of subparagraph (a) and (b) above, the Government of the United States of America will make appropriate adjustments to the applicable base limits and notify the Government of Canada thereof should such excess occur.

3. (a) For each category having a shortfall, carryover will be permitted for up to 20 percent of the base limit for the restraint period in which the shortfall occurs, but not in excess of the actual shortfall. Shortfalls in one quota category may not be applied to any other category. Such carryover will be permitted only to the restraint period following the one in which the shortfall occurs.

(b) Notwithstanding the provisions of subparagraph (a) above, in the 3rd, 7th and 11th restraint periods, carryover to the subsequent restraint period in the case of a shortfall will be limited to up to 10 percent of the base limit, and not in excess of the actual shortfall.

4. If the Government of Canada considers that as a result of the application of the provisions of this Note, Canada is placed in an inequitable position vis-a-vis third countries in respect of specialty steel imports into the United States, the Government of Canada may request consultations with the Government of the United States of America. Such consultations will take place at a mutually convenient time not later than thirty days from the date on which such request is made, unless otherwise mutually agreed.

5. (a) Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising out of the implementation of the provisions of this Note, including differences in procedure or operation.

(b) The two Governments may amend the provisions of this Note, if such amendments are mutually agreeable.

6. No provision of this Note will be construed as applying to prices or production of specialty steel, or allocation of shipments among firms selling or buying specialty steel. However, it is understood that Canada will maintain individual export licensing requirements to enable administration of a fixed volume of exports.

7. (a) Either Government may request consultations of any matters arising from the provisions of this Note. Such consultations will take place at a mutually convenient time not later than thirty days from the date on which such request is made, unless otherwise mutually agreed.

(b) If, in the view of either Government, the economic conditions prevailing at the time of the recent discussions mentioned above have changed substantially, that Government may initiate consultations for the purpose of discussing the possibility of liberalizing or terminating the import relief measures referred to in the provisions of this Note prior to the expiration of the period of three and three-fourth years.

(c) Either Government may terminate the provisions of this Note in their entirety by giving sixty-days' written notice to the other Government.

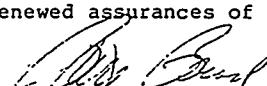
8. The reciprocal rights and obligations of the two Governments under the General Agreement on Tariffs and Trade will be reserved while the provisions of this Note remain in effect. With respect to the products covered by this arrangement, the period of ninety days set forth in Article XIX (3)(a) of the General Agreement on Tariffs and Trade, will be considered to begin on the date of termination of the provisions of this Note in their entirety and continue so long as import relief measures by the Government of the United States of America on all or part of the categories remain in force.

9. (a) The Government of Canada will provide promptly to the Government of the United States of America monthly data on exports of the categories to the United States.

(b) The Government of the United States of America will provide promptly to the Government of Canada monthly data on imports of the categories from Canada.

I have further the honour to request you to confirm on behalf of the Government of Canada that it accepts the above provisions and to propose that this Note and Your Excellency's Note in reply to that effect will constitute an arrangement between the two Governments.

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



William E. Brock  
United States Trade Representative

## ANNEX A

The following items from the Tariff Schedules of the United States Annotated are covered by the provisions of the Note and are included in the three basic categories used for setting base limits:

1. Bars of stainless steel,  
provided for in item 606.90;  
part 2B, schedule 6, TSUS.
2. Wire rod of stainless steel,  
provided for in item 607.26 and  
607.43, part 2B, schedule 6, TSUS.
3. Bars, wire rods, plates,  
sheets, and strip, all the  
foregoing of alloy tool  
steel (except chipper knife  
steel and band saw steel),  
provided for in items  
606.95, 607.28, 607.34,  
607.46, 607.54, 607.72,  
607.88, 608.34, 607.49, and  
608.64, and round wire of  
high speed tool steel,  
provided for in item 609.45,  
part 2B, schedule 6, TSUS.

## ANNEX B

The base limits for the three basic categories will apply  
for the restraint periods as follows:

		Entered during the restraint period—				
		: July 20	October 20	January 20	April	
		: through	through	through	throug	
		: October 19	January 19	April 19	July 1	
926.10		Bars of stainless steel, provided for in item 606.90, part 2B, schedule 6: If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	244	292	389
926.11		If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	251	251	251	251
926.12		If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	259	259	258	258
926.13		If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	267	266	266	266
926.15		Wire rod of stainless steel, provided for in item 607.26 and 607.43, part 2B, schedule 6: If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	N.A.	N.A.	N.I.
926.16		If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	N.A.	N.A.	N.A.	N..
926.17		If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	N.A.	N.A.	N.A.	N.

<u>Entered during the restraint period—</u>				
<u>: July 20</u>	<u>October 20</u>	<u>January 20</u>	<u>April 20</u>	
<u>: through</u>	<u>through</u>	<u>through</u>	<u>through</u>	
<u>: October 19</u>	<u>January 19</u>	<u>April 19</u>	<u>July 19</u>	

	Whenever the respective, etc. (con.): Wire rod, etc. (con.):				
926.18	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	N.A.	N.A.	N.A.	N.A.
	Bars, wire rods, plates, sheets, and strip, all the foregoing of alloy tool steel (except chipper knife steel and band saw steel), provided for in items 606.95, 607.28, 607.34, 607.46, 607.54, 607.72, 607.88, 608.34, 608.49, and 608.64, and round wire of high speed tool steel, provided for in item 609.45, part 2B, schedule 6:				
926.20	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	350	474	537
926.21	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	361	361	360	360
926.22	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	372	371	371	371
926.23	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	383	383	382	382

## ANNEX C

For the purposes of the provisions of the Note:

- (a) The term "base limit" means the amount of imports of a category of specialty steel from Canada into the United States in short tons as set forth in Annex B that may be entered, or withdrawn from warehouse, for consumption in any restraint period, prior to any adjustment allowed under paragraphs 2 and 3 of the Note.
- (b) The term "restraint level" means a base limit referred to in (a) above with adjustment, if any, pursuant to the provisions of paragraph 2 and 3 of the Note.
- (c) The term "imports" refers to United States imports classified under the items listed in Annex A entered for consumption (encompassing transshipments through third countries and shipments diverted to the United States market while in transit; informal entries (valued at less than \$250); temporary imports under bond; re-imports of items exported for processing (TSUSA806.30); and United States Government imports); but does not refer to entries for transportation and exportation.
- (d) The term "restraint period" means the three month periods beginning on October 20, 1983.

*The Canadian Ambassador to the United States Trade Representative*

NOTE NO. 536

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date which reads as follows:

[For text of the U.S. note, see pp. 4064-4070.]

I have further the honour to confirm on behalf of the Government of Canada that it will implement the above provisions and to agree that Your Excellency's Note and this Note will constitute an arrangement between the two Governments as characterized in the above provisions.

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

WASHINGTON, D.C.

October 19, 1983

**SWEDEN**

**Trade: Specialty Steel**

*Joint letter signed at Washington October 20, 1983;  
Entered into force October 20, 1983.*

20 October 1983

Dear Director General Dunkel:

Representatives of the Government of Sweden and the Government of the United States of America have recently completed consultations pursuant to Articles XIII and XIX of the General Agreement on Tariffs and Trade (GATT)<sup>[1]</sup> with respect to the action taken on July 5, 1983, by the United States regarding specialty steel. Article XIII:2(d) provides that "the contracting party applying the restrictions may seek agreement with respect to the allocation of shares in the quota..." Following those consultations, the United States will administer a quota with respect to Sweden in the manner described in the attached paper.

*Hans Ewerlos* [2]  
For the Government  
of Sweden

*Peter O. Murphy*  
For the Government  
of the United States

Attachment

<sup>1</sup> TIAS 1700; 61 Stat. (5) and (6).

<sup>2</sup> Hans Ewerlos.

NOTE

## SWEDEN - U.S. TRADE IN SPECIALTY STEELS

1. (a) The Government of the United States of America will limit imports from Sweden of the categories of specialty steel as set forth in Annex A (hereinafter referred to as "the categories") for the period of three and three-fourth years beginning October 20, 1983. In the event that restraint levels as defined in Annex D (b) are reached in any category or categories prior to the end of a restraint period as set forth in Annex B, the Government of the United States of America, unless otherwise mutually agreed, will delay further importation in the categories affected until after the end of that restraint period.

(b) Imports will be counted against restraint levels on the basis of date of entry, or withdrawal from warehouse for consumption.

(c) The Government of the United States of America will not limit imports from Sweden of the categories below the restraint levels therefor.

(d) If during any restraint period the ratio of high speed tool steel to all alloy tool steel increases significantly above the current ratio of such articles imported from Sweden, then the United States may request consultations for the purpose of ensuring the continued effectiveness of this action.

2. (a) Should it become necessary for the Government of the United States of America to delay importation in any category due to filling of the restraint level, as much prior notification as possible will be given to the Government of Sweden.

3. (a) Any base limit as defined in Annex D (a) may be exceeded in a restraint period by no more than the percentage of that base limit as set forth in Annex C, provided that there is an equal tonnage reduction in the base limit for the same category in the subsequent period.

4. (a) If the specified quota quantity has not been entered for any restraint period, except the restraint periods from April 20 through July 19 of each year 1984 through 1987, then the Government of the United States will authorize the entry during the subsequent restraint period of an amount not to exceed 20 percent of the base limit, but not in excess of the actual shortfall. For the restraint periods from April 20 through July 19 of each year, the United States will similarly authorize carryover not to exceed 10 percent of the base limit, but not in excess of the actual shortfall. Shortfalls in one quota category may not be applied to any other category. Such carryover will be permitted only to the restraint period following the one in which the shortfall occurs.

(b) For the purpose of this paragraph, the actual shortfall is the amount imports of any category from Sweden during any restraint period are below the base limit for that category.

ANNEX A

The following items from the Tariff Schedules of the United States Annotated are covered by the provisions of the Note and are included in the three basic categories used for setting base limits:

1. Bars of stainless steel, provided for in item 606.90, part 2B, schedule 6, TSUS.
2. Wire rod of stainless steel, provided for in item 607.26 and 607.43, part 2B, schedule 6, TSUS.
3. Bars, wire rods, plates, sheets, and strip, all of the foregoing of alloy tool steel (except chipper knife steel and band saw steel), provided for in items 606.95, 607.28, 607.34, 607.46, 607.54, 607.72, 607.88, 608.34, 607.49, and 608.64, and round wire of high speed tool steel, provided for in item 609.45, part 2B, schedule 6, TSUS.

In addition, the following exceptions to the action proclaimed on July 5, 1983 will be made:

1. Cold-rolled sheets of stainless steel, over 71 inches in width, provided for in item 607.90.
2. Grade 254 SMO and Grade 253 SMO MA Stainless Steel (all forms) (items 926.00 - 926.18).
3. Stainless Flapper Valve Steel (strip) (Item 926.00).
4. Rotor Steel for Hysteresis Motors (ATS) (Items 926.20 - 926.23)
5. Ball Bearing Steel SKF Quality I and II (ATS) (Items 926.20 - 926.23)

ANNEX B

The base limits for the three basic categories will apply for the restraint periods as follows:

Entered during the restraint period -			
: July 20      October 20      January 20      April 20 : : through      through      through      through : : October 19      January 19      April 19      July 19 : -----			
<i>Bars of stainless steel, provided for in item 606.90, part 2B, schedule 6:</i>			
926.10	If entered during the period from July 20, 1983, through July 19, 1984, inclusive .....	142	353
926.11	If entered during the period from July 20, 1984, through July 19, 1985, inclusive .....	309	309
926.12	If entered during the period from July 20, 1985, through July 19, 1986, inclusive .....	319	318
926.13	If entered during the period from July 20, 1986, through July 19, 1987, inclusive .....	328	328

ANNEX B

(continued)

	Entered during the restraint period -			
	July 20	October 20	January 20	April 20
	through	through	through	through
	October 19	January 19	April 19	July 19
926.15	If entered during the period from July 20, 1983, through July 19, 1984, inclusive .....	695	935	935
926.16	If entered during the period from July 20, 1984, through July 19, 1985, inclusive .....	902	901	901
926.17	If entered during the period from July 20, 1985, through July 19, 1986, inclusive .....	929	928	928
926.18	If entered during the period from July 20, 1986, through July 19, 1987, inclusive .....	957	956	956

ANNEX B

(Continued)

	<u>Entered during the restraint period -</u>	<u>July 20</u>	<u>October 20</u>	<u>January 20</u>	<u>April 20</u>	<u>through</u>	<u>through</u>	<u>through</u>	<u>July 19</u>
<u>: July 20</u>									
<u>: through</u>									
<u>: October 19</u>									
<u>: January 19</u>									
<u>: April 19</u>									
<u>: July 19</u>									
<u>:</u>									
Bars, wire rods, plates, sheets, and strip, all the foregoing of alloy tool steel, (except chipper knife steel and band saw steel), provided for in items 605.95, 607.28, 607.34, 607.46, 607.54, 607.72, 607.88, 608.34, 608.49, and 608.64, and round wire of high speed tool steel, provided for in item 609.45, part 2B, schedule 6:									
926.20	If entered during the period from July 20, 1983, through July 19, 1984, inclusive .....	1,256	2,148	2,148	2,148				2,148
926.21	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	1,983	1,983	1,983	1,983				1,982
926.22	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	2,043	2,042	2,042	2,042				2,042
926.23	If entered during the period from July 20, 1986, through July 19, 1987, inclusive .....	2,104	2,104	2,103	2,103				2,103

ANNEX CANNEX C

Maximum Percentage increases in base limits of receiving categories, as referred to in Paragraph 3 of the Note, are as follows:

	Entered during the restraint period -		
	: July 20      October 20      January 20      April 20		
	: through      through      through      through		
	: October 19      January 19      April 19      July 19		
926.10	Bars of stainless steel, provided for in item 606.90, part 2B, schedule 6;	10	10
	If entered during the period from July 20, 1983, through July 19, 1984, inclusive .....	10	10
926.11	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	1.0	10
	If entered during the period from July 20, 1985, through July 19, 1986, inclusive .....	1.0	10
926.12	If entered during the period from July 20, 1986, through July 19, 1987, inclusive .....	1.0	10
926.13		10	10

ANNEX C

(Continued)

		Entered during the restraint period -		
	: July 20	October 20	January 20	April 20
	: through	through	through	through
	: October 19	January 19	April 19	July 19
926.15	If entered during the period from July 20, 1983, through July 19, 1984, inclusive .....	10	10	10
926.16	If entered during the period from July 20, 1984, through July 19, 1985, inclusive .....	10	10	10
926.17	If entered during the period from July 20, 1985, through July 19, 1986, inclusive .....	10	10	10
926.18	If entered during the period from July 20, 1986, through July 19, 1987, inclusive .....	10	10	10

ANNEX C

(Continued)

	Entered during the restraint period -	Period -	
	: July 20	January 20	April 20
	: through	through	through
	: October 19	January 19	April 19
Bars, wire rods, plates, sheets, and strip, all the foregoing of alloy tool steel (except chipper knife steel and band saw steel), provided for in items 606.95, 607.28, 607.34, 607.46, 607.54, 607.72, 607.88, 608.34, 608.49, and 608.64, and round wire of high speed tool steel, provided for in item 609.45, part 2B, schedule 6:			
926.20	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	10	10 3
926.21	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	10	10 3
926.22	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	10	10 3
926.23	If entered during the period from July 20, 1986, through July 19, 1987, inclusive .....	10	10 3

ANNEX D

For the purposes of the administration of the action:

- (a) The term "base limit" means the amount of imports of a category of specialty steel from Sweden into the United States in short tons as set forth in Annex B that may be entered, or withdrawn from warehouse, for consumption in any restraint period prior to any adjustment allowed under paragraph 3 of the Note.
- (b) The term "restraint level" means a base limit referred to in (a) above with adjustment, if any, pursuant to the provisions of paragraph 3 of the Note.
- (c) The term "imports" refers to United States imports classified under the items listed in Annex A entered for consumption (encompassing transshipments through third countries and shipments diverted to the United States market while in transit; informal entries (valued at less than \$250); temporary imports under bond; re-imports of items exported for processing (TSUSA 806.30); and United States Government imports).
- (d) The term "restraint period" means the three-month periods beginning on October 20, 1983.

## **ARGENTINA**

### **Trade: Specialty Steel**

*Agreement effected by exchange of letters  
Signed at Washington November 8, 1983;  
Entered into force November 8, 1983.*

*The United States Trade Representative to the Argentine Chargé d'Affaires*

THE UNITED STATES TRADE REPRESENTATIVE  
WASHINGTON  
20506

November 8, 1983

His Excellency Jorge Hugo Herrera Vegas  
Charge d' Affaires  
Embassy of the Argentine Republic  
Washington, D.C.

Excellency,

I have the honour to refer to the recent discussions regarding international trade in certain specialty steel products held between the representatives of the Government of the United States of America and of the Government of Argentina during which the Government of the United States of America discussed the import relief measures for specialty steel to be taken by the Government of the United States of America in accordance with sec. 203(a) of the Trade Act of 1974.<sup>1</sup> I have further the honour to confirm that the Government of the United States of America will implement its obligations under the following provisions:

1. (a) The Government of the United States of America will limit imports from Argentina of the categories of specialty steel as set forth in Annex A (hereinafter referred to as "the categories") for the period of three and three-fourth years beginning October 20, 1983. In the event that restraint levels as defined in Annex D (b) are reached in any category or categories prior to the end of a restraint period as set forth in Annex B, the Government of the United States of America, unless otherwise mutually agreed, will delay further importation in the categories affected until after the end of that restraint period.

(b) Imports will be counted against restraint levels on the basis of date of entry, or withdrawal from warehouse for consumption.

(c) The Government of the United States of America will not limit imports from Argentina of the categories below the restraint levels therefor.

(d) If during any restraint period the ratio of imports from Argentina of high speed tool steel to all other alloy tool steel increases significantly then the United States may request consultations for the purpose of ensuring the continued effectiveness of this Note.

(e) The Government of Argentina will make every reasonable effort to see to it that there will be no circumvention of the restraint levels contained in this Note, for example, by minor modifications of products.

<sup>1</sup> 88 Stat. 1978; 19 U.S.C. §2101.

2. (a) If imports from Argentina of any category appear likely to exceed the restraint level the Government of the United States of America will endeavor to notify the Government of Argentina to that effect.

(b) Should it become necessary for the Government of the United States of America to delay importation in any category due to filling of the restraint level, as much prior notification as possible will be given to the Government of Argentina.

3. (a) Any base limit as defined in Annex D (a) may be exceeded in a restraint period by no more than the percentage of that base limit as set forth in Annex C, provided that there is an equal tonnage reduction in the base limit for the same category in the subsequent period.

(b) Following notification by the Government of Argentina at the earliest possible date of its intention concerning subparagraph (a) above, the Government of the United States of America will make an appropriate adjustment of the applicable base limits, consistent with Annex C.

4. (a) For each category in which a shortfall is determined, carryover will be permitted for up to 10 percent of the base limit for the restraint period in which the shortfall occurs, but not in excess of the actual shortfall, except the restraint period from April 20 through July 19 of each year 1984 through 1987 for which the carryover will be permitted for up to 4 percent. Shortfalls in one quota category may not be applied to any other category. Such carryover will be permitted only to the restraint period following the one in which the shortfall occurs.

(b) For the purpose of this paragraph, the actual shortfall is the amount imports of any category from Argentina during any restraint period are below the base limit for that category.

5. If the Government of Argentina considers that as a result of the application of the provisions of this Note, Argentina is placed in an inequitable position vis-a-vis third countries in respect of specialty steel imports into the United States, the Government of Argentina may request consultations with the Government of the United States of America.

6. (a) Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising out of the implementation of the provisions of this Note, including differences in procedure or operation.

(b) The two Governments may amend the provisions of this Note, if such amendments are mutually agreeable.

7. No provision of this Note will be construed as applying to prices or production of specialty steel, or allocation of shipments among firms selling or buying specialty steel.

8. (a) Either Government may request consultations of any matters arising from the provisions of this Note, including possible cases, if any, of circumvention, of the effectiveness of the restraints contained herein. Such consultations will take place at a mutually convenient time not later than thirty days from the date of which such request is made, unless otherwise mutually agreed.

(b) If, in the view of either Government, the economic conditions prevailing at the time of the recent discussions mentioned above have changed substantially, that Government may initiate consultations for the purpose of discussing the possibility of liberalizing or terminating the import relief measures referred to in the provisions of this Note prior to the expiration of the period of three and three-fourth years.

(c) Either Government may terminate the provisions of this Note in their entirety by giving sixty-days' written notice to the other Government.

9. (a) The Government of Argentina will provide promptly to the Government of the United States of America monthly data on exports of the categories to the United States.

(b) The Government of the United States of America will provide promptly to the Government of Argentina monthly data on imports of the categories from Argentina.

10. The Government of Argentina will not pursue compensation claims with respect to the import relief measures for specialty steel taken by the Government of the United States of America.

11. Both Governments agree to notify this agreement to the General Agreement on Tariffs and Trade<sup>1</sup> by November 30, 1983.

I have further the honour to request you to confirm on behalf of the Government of Argentina that it will implement its obligations under the above provisions and to propose that this Note and Your Excellency's Note in reply will constitute an agreement between the two Governments as characterized in the above provisions.

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



William E. Brock, III  
United States Trade Representative

<sup>1</sup> TIAS 1700; 61 Stat. (5) and (6).

## ANNEX A

The following items from the Tariff Schedules of the United States Annotated are covered by the provisions of the Note and are included in the three basic categories used for setting base limits:

1. Bars of stainless steel,,  
provided for in item 606.90,  
part 2B, schedule 6, TSUS.
2. Wire rod of stainless steel,  
provided for in item 607.26 and  
607.43, part 2B, schedule 6, TSUS.
3. Bars, wire rods, plates,  
sheets, and strip, all the  
foregoing of alloy tool  
steel (except chipper knife  
steel and band saw steel),  
provided for in items  
606.95, 607.28, 607.34,  
607.46, 607.54, 607.72,  
607.88, 608.34, 608.49, and  
608.64, and round wire of  
high speed tool steel,  
provided for in item 608.45,  
part 2B, schedule 6, TSUS.

## ANNEX B

The base limits for the three basic categories will apply  
for the restraint periods as follows:

		Entered during the restraint period—			
		: July 20	October 20	January 20	April 20
		: through	through	through	through
		: October 19	January 19	April 19	July 19
Bars of stainless steel, provided for in item 606.90, Part 2B, schedule 6:					
926.10	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	66	66	67
926.11	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	52	51	51	51
926.12	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	53	53	53	52
926.13	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	55	54	54	54
Wire rod of stainless steel, provided for in item 607.26 and 607.43, part 2B, schedule 6:					
926.15	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.16	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	N.A.	N.A.	N.A.	N.A.
926.17	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	N.A.	N.A.	N.A.	N.A.

<u>Entered during the restraint period—</u>				
	<u>: July 20</u>	<u>October 20</u>	<u>January 20</u>	<u>April 20</u>
	<u>: through</u>	<u>through</u>	<u>through</u>	<u>through</u>
	<u>: October 19</u>	<u>January 19</u>	<u>April 19</u>	<u>July 19</u>

Whenever the respective,  
etc. (con.):

Wire rod, etc. (con.):

926.18	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	N.A.	N.A.	N.A.	N.A.
	Bars, wire rods, plates, sheets, and strip, all the foregoing of alloy tool steel (except chipper knife steel and band saw steel), provided for in items 606.95, 607.28, 607.34, 607.46, 607.54, 607.72, 607.88, 608.34, 608.49, and 608.64, and round wire of high speed tool steel, provided for in item 609.45, part 2B, schedule 6:				
926.20	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	67	67	68
926.21	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	52	52	52	52
926.22	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	54	54	53	53
926.23	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	56	55	55	55

## ANNEX C

Maximum percentage increases in base limits of receiving categories, as referred to in paragraph 3 of the Note, are as follows:

		Entered during the restraint period—				
		: July 20	October 20	January 20	April 20	
		: through	through	through	through	
		: October 19	January 19	April 19	July 19	
926.10		Bars of stainless steel, provided for in item 606.90, part 2B, schedule 6: If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	10	10	3
926.11		If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	10	10	10	3
926.12		If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	10	10	10	3
926.13		If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	10	10	10	3
926.15		Wire rod of stainless steel, provided for in item 607.26 and 607.43, part 2B, schedule 6: If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	10	10	10	3
926.16		N.A.	N.A.	N.A.	N.A.	
926.17		If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	N.A.	N.A.	N.A.	
		If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	N.A.	N.A.	N.A.	

Entered during the restraint period—				
	July 20	October 20	January 20	April 20
	through	through	through	through
	<u>October 19</u>	<u>January 19</u>	<u>April 19</u>	<u>July 19</u>

Whenever the respective,  
etc. (con.):

Wire rod, etc. (con.):

926.18	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	N.A.	N.A.	N.A.	N.A.
	Bars, wire rods, plates, sheets, and strip, all the foregoing of alloy tool steel (except chipper knife steel and band saw steel), provided for in items 606.95, 607.28, 607.34, 607.46, 607.54, 607.72, 607.88, 608.34, 608.49, and 608.64, and round wire of high speed tool steel, provided for in item 609.45, part 2B, schedule 6:				
926.20	If entered during the period from July 20, 1983, through July 19, 1984, inclusive.....	N.A.	10	10	3
926.21	If entered during the period from July 20, 1984, through July 19, 1985, inclusive.....	10	10	10	3
926.22	If entered during the period from July 20, 1985, through July 19, 1986, inclusive.....	10	10	10	3
926.23	If entered during the period from July 20, 1986, through July 19, 1987, inclusive.....	10	10	10	3

## ANNEX D

For the purposes of the provisions of the Note:

(a) The term "base limit" means the amount of imports of a category of specialty steel from Argentina into the United States in short tons as set forth in Annex B that may be entered, or withdrawn from warehouse, for consumption in any restraint period prior to any adjustment allowed under paragraph 3 of the Note.

(b) The term "restraint level" means a base limit referred to in (a) above with adjustment, if any, pursuant to the provisions of paragraph 3 of the Note.

(c) The term "imports" refers to United States imports classified under the items listed in Annex A entered for consumption (encompassing transshipments through third countries and shipments diverted to the United States market while in transit); informal entries (valued at less than \$250); temporary imports under bond; re-imports of items exported for processing (TSUSA806.30); and United States Government imports).

(d) The term "restraint period" means the three month periods beginning on October 20, 1983.

*The Argentine Chargé d'Affaires, ad interim to the United States Trade  
Representative*

*Embajada  
de la  
República Argentina*

*Washington, D.C.*

8 de Noviembre de 1983

Su Excelencia  
William E. Brock III  
Representante Comercial  
de los Estados Unidos  
Washington D.C.

Excelencia:

Tengo el honor de acusar recibo de la Nota de Su Excelencia del 8 de noviembre de 1983, cuyo texto traducido es el siguiente:

"Excelencia:

Tengo el honor de referirme a las recientes discusiones relacionadas al comercio internacional de ciertos productos de aceros especiales mantenidas entre los representantes del Gobierno de los Estados Unidos de América y del Gobierno de la República Argentina durante las cuales el Gobierno de los Estados Unidos de América discutió las medidas de alivio a la importación de aceros especiales a ser tomadas por el Gobierno de los Estados Unidos de América en concordancia con la Sección 203 (a) de la Ley de Comercio de 1974. Tengo además el honor de confirmar que el Gobierno de los Estados Unidos de América implementará sus obligaciones bajo las siguientes disposiciones:

"1. (a) El Gobierno de los Estados Unidos de América limitará las importaciones desde Argentina de las categorías de aceros especiales establecidas en el Anexo A (de aquí en adelante denominadas "las categorías") por el período de tres años y tres cuartos, comenzando el 20 de octubre de 1983. En el caso que se alcancen niveles de limitación según se define en el Anexo D (b) en cualquier categoría o categorías antes de finalizar un período de limitación como se establece en el Anexo B, el Gobierno de los Estados Unidos de América, a menos que de otra manera se acuerde mutuamente, demorará nuevas importaciones en las categorías afectadas hasta después de finalizar dicho período de limitación".

"(b) Las importaciones serán computabilizadas contra los niveles de limitación sobre la base de la fecha de ingreso, o retiro de depósito para consumo."

"(c) El Gobierno de los Estados Unidos de América no limitará las importaciones desde la República Argentina de las categorías por debajo de los niveles de limitación."

"(d) Si durante cualquier período de limitación el porcentaje de las importaciones desde Argentina de acero para herramientas de alta velocidad se incrementa significativamente en relación a todo otro acero aleado para herramientas entonces los Estados Unidos puede solicitar consultas con el propósito de asegurar la efectividad continuada de esta Nota."

"(e) El Gobierno de Argentina efectuará todo esfuerzo razonable para observar que no haya desviación de los niveles de limitación contenidos en esta Nota, por ejemplo, mediante modificaciones menores de productos."

"2. (a) Si pareciera factible que las importaciones desde Argentina de cualquier categoría llegasen a exceder el nivel de limitación, el Gobierno de los Estados Unidos de América tratará de notificar al Gobierno de Argentina en ese sentido."

"(b) De llegar a ser necesario para el Gobierno de los Estados Unidos de América demorar la importación en cualquier categoría debido a que el nivel de limitación ha sido llenado, se dará notificación al Gobierno de con la mayor antelación posible."

"3. (a) Cualquier límite base como lo define el Anexo D (a) puede ser excedido en un período de limitación en un porcentaje no superior a ese límite base como se establece en el Anexo C, siempre que exista una reducción de tonelaje igual en el límite base para la misma categoría en el período subsiguiente."

"(b) Seguido a la notificación por parte del Gobierno de Argentina en la fecha más temprana posible de su intención respecto al subpárrafo a) anterior, el Gobierno de los Estados Unidos de América efectuará un ajuste adecuado de los límites base aplicables, de acuerdo con el Anexo C."

"4. (a) Por cada categoría en la cual se determina un déficit, se permitirá un traspaso de hasta 10 por ciento del límite base para el período de limitación en el cual ocurra el déficit, pero no en exceso del déficit real, excepto el período de limitación del 20 de abril al 19 de julio de cada año entre 1984 y 1987 para el cual el traspaso será permitido hasta un 4 por ciento. Los déficits en una categoría cuota no pueden ser aplicados a cualquier otra categoría. Dicho traspaso será permitido solamente al período de limitación siguiente al cual ocurra el déficit."

"(b) Para los fines de este párrafo, el déficit real es la cantidad importada de cualquier categoría desde Argentina durante cualquier período de limitación que esté por debajo del límite base para esa categoría."

"5. Si el Gobierno de Argentina considera que como resultado de la aplicación de las disposiciones de esta Nota, Argentina es colocada en una posición injusta en relación a terceros países con respecto a las importaciones de aceros especiales a los Estados Unidos, el Gobierno de Argentina puede solicitar consultas con el Gobierno de los Estados Unidos de América."

"6. (a) Se podrán efectuar arreglos o ajustes administrativos mutuamente satisfactorios para resolver problemas menores que surjan de la implementación de las disposiciones de esta Nota, incluyendo diferencias en procedimiento u operación."

" (b) Los dos Gobiernos pueden modificar las disposiciones de esta Nota, si dichas modificaciones son acordadas mutuamente."

"7. Ninguna disposición de esta Nota será interpretada como que se aplica a precios o producción de aceros especiales, o distribución de embarques entre firmas que venden o compran aceros especiales."

"8. (a) Cualquier Gobierno puede solicitar consultas sobre cualquiera de los asuntos que se originen en las disposiciones de esta Nota, incluyendo posibles casos, de haberlos, de desvío, de la efectividad de las limitaciones contenidas en la presente. Dichas consultas tendrán lugar en fecha mutuamente conveniente a más tardar a los treinta días a partir de la fecha en que sea efectuada dicha solicitud, a menos que mutuamente se acuerde de otra manera."

" (b) Si, en opinión de cualquier Gobierno, las condiciones económicas prevalecientes en el momento de las recientes discusiones arriba mencionadas han cambiado sustancialmente, ese Gobierno puede iniciar consultas con el propósito de discutir la posibilidad de liberalizar o terminar las medidas de alivio a la importación a las que se hace referencia en las disposiciones de esta Nota previo a la expiración del período de los tres años y tres cuartos."

" (c) Cualquier Gobierno puede terminar las disposiciones de esta Nota en su totalidad dando un aviso de sesenta días por escrito al otro Gobierno."

"9. (a) El Gobierno de Argentina suministrará prontamente al Gobierno de los Estados Unidos de América estadística mensual sobre las exportaciones de las categorías a los Estados Unidos."

" (b) El Gobierno de los Estados Unidos de América suministrará prontamente al Gobierno de Argentina estadística mensual sobre las importaciones de las categorías provenientes de Argentina."

"10. El Gobierno de Argentina no perseguirá reclamos compensatorios con respecto a las medidas de alivio a la importación para aceros especiales tomadas por el Gobierno de los Estados Unidos de América."

"11. Ambos Gobiernos acuerdan notificar este Acuerdo al Acuerdo General sobre Aranceles y Comercio al 30 de noviembre de 1983."

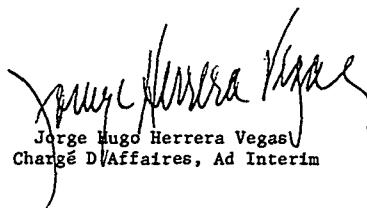
"Tengo además el honor de solicitar que Ud. confirme, en nombre del Gobierno de Argentina, que implementará sus obligaciones bajo las disposiciones mencionadas y proponer que esta Nota y la Nota de respuesta de Su Excelencia constituirán un Acuerdo entre los dos Gobiernos tal como se caracterizó en las disposiciones anteriores."

"Acepte, Excelencia, las seguridades renovadas de mi mas alta consideración. Firmado: William E. Brock III".

Tengo además el honor de confirmar en nombre del Gobierno de Argentina que implementará sus obligaciones bajo las disposiciones anteriores y acordar que la Nota de Su Excelencia y esta Nota constituirán un Acuerdo entre los dos Gobiernos tal como se caracterizó en las disposiciones anteriores.

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



  
Jorge Hugo Herrera Vegas  
Chargé D'Affaires, Ad Interim

## ANEXO A

Los siguientes items de la Nomenclatura Arancelaria de los Estados Unidos anotada están cubiertos por las disposiciones de la Nota e incluidos en las tres categorías básicas utilizadas para establecer los límites base:

1. Barras de acero inoxidable provistas en el item 606.90, parte 2B, Cuadro 6, TSUS.

2. Alambrón de acero inoxidable provisto en el item 607.26 y 607.43, parte 2B, Cuadro 6, TSUS.

3. Barras, alambrón, planchas, láminas y tiras, todas las anteriores de acero aleado para herramientas (excepto acero astillado y acero para sierras de cinta), provisto en los items 606.95, 607.28, 607.34, 607.46, 607.54, 607.72, 607.88, 608.34, 608.49, y 608.64, y alambre redondo de acero para herramientas de alta velocidad, provisto en el item 609.45, parte 2B, Cuadro 6, TSUS.

Los límites base para las tres categorías básicas se aplicarán para los períodos de limitación como sigue:

Ingresado durante el periodo de restricción

	Julio 20 a Octubre 19	Octubre 20 a Enero 19	Enero 20 a Abril 19	Abril 20 a Julio 19
--	-----------------------------	-----------------------------	---------------------------	---------------------------

Barras de Acero  
Inoxidable, provis-  
tas en ítem 606.90,  
parte 2B, cuadro 6:

926.10 Si ingresa durante el período desde julio 20, 1983, a Julio 19 1984, inclusive.	N.A.	66	66	67
926.11 Si ingresa durante el período desde Julio 20, 1984, a Julio 19 1985, inclusive.	52	51	51	51
926.12 Si ingresa durante el período desde julio 20, 1985, a julio 19, 1986, inclusive.	53	53	53	52
926.13 Si ingresa durante el período desde julio 20, 1986, a julio 19, 1987, inclusive.	55	54	54	54
Alambrón de acero inoxidable, provisto en ítem 607.26 y 607.43, parte 2B, Cuadro 6:				
926.15 Si ingresa durante el período desde julio 20, 1983, a julio 19, 1984, inclusive.	N.A.	N.A.	N.A.	N.A.
926.16 Si ingresa durante el período desde julio 20, 1984, a julio 19, 1985, inclusive.	N.A.	N.A.	N.A.	N.A.

926.17 Si ingresa durante el período desde julio 20, 1985, a julio 19, 1986, inclusive.	N.A.	N.A.	N.A.	N.A.
926.18 Si ingresa durante el período desde julio 20, 1986, a julio 19, 1987, inclusive.	N.A.	N.A.	N.A.	N.A.
<p>Barras, alambrón, planchas, láminas y tiras, todas las anteriores de acero aleado para herramientas (excepto acero astillado y acero para sierra de cinta), provistas en ítems 606.95, 607.28, 607.34, 607.46, 607.54, 607.72, 607.88, 608.34, 608.49, y 608.64, y alambre redondo de acero para herramientas de alta velocidad provistas en ítem 609.45, parte 2B, Cuadro 6:</p>				
926.20 Si ingresa durante el período desde julio 20, 1983, a julio 19, 1984, inclusive.	N.A.	67	67	68
926.21 Si ingresa durante el período desde julio 20, 1984, a julio 19, 1985, inclusive.	52	52	52	52
926.22 Si ingresa durante el período desde julio 20, 1985, a julio 19, 1986, inclusive.	54	54	53	53
926.23 Si ingresa durante el período desde julio 20, 1986, a julio 19, 1987, inclusive.	56	55	55	55

## ANEXO C

Los porcentajes máximos de incremento en los límites base de las categorías recipientes, referidas en el párrafo 3 de la Nota, son los siguientes:

<u>Ingresado durante el período de restricción</u>				
	Julio 20 a Octubre 19	Octubre 20 a Enero 19	Enero 20 a Abril 19	Abril 20 a Julio 19
Barras de Acero Inoxidable, provistas en ítem 606.90, parte 2B, cuadro 6:				
926.10 Si ingresa durante el período desde julio 20, 1983, a Julio 19 1984, inclusive.	N.A.	10	10	3
926.11 Si ingresa durante el período desde Julio 20, 1984, a Julio 19 1985, inclusive.	10	10	10	3
926.12 Si ingresa durante el período desde julio 20, 1985, a julio 19, 1986, inclusive.	10	10	10	3
926.13 Si ingresa durante el período desde julio 20, 1986, a julio 19, 1987, inclusive.	10	10	10	3
Alambrón de acero inoxidable, provisto en ítem 607.26 y 607.43, parte 2B, Cuadro 6:				
926.15 Si ingresa durante el período desde julio 20, 1983, a julio 19, 1984, inclusive.	N.A.	N.A.	N.A.	N.A.
926.16 Si ingresa durante el período desde julio 20, 1984, a julio 19, 1985, inclusive.	N.A.	N.A.	N.A.	N.A.

926.17 Si ingresa durante el período desde julio 20, 1985, a julio 19, 1986, inclusive.	N.A.	N.A.	N.A.	N.A.
926.18 Si ingresa durante el período desde julio 20, 1986, a julio 19, 1987, inclusive.	N.A.	N.A.	N.A.	N.A.
<p>Barras, alambrón, planchas, láminas y tiras, todas las anteriores de acero aleado para herramientas (excepto acero astillado y acero para sierra de cinta); provistas en ítems 606.95, 607.28, 607.34, 607.46, 607.54, 607.72, 607.88, 608.34, 608.49, y 608.64, y alambre redondo de acero para herramientas de alta velocidad provistas en ítem 609.45, parte 2B, Cuadro 6:</p>				
926.20 Si ingresa durante el período desde julio 20, 1983, a julio 19, 1984, inclusive.	N.A.	10	10	3
926.21 Si ingresa durante el período desde julio 20, 1984, a julio 19, 1985, inclusive.	10	10	10	3
926.22 Si ingresa durante el período desde julio 20, 1985, a julio 19, 1986, inclusive.	10	10	10	3
926.23 Si ingresa durante el período desde julio 20, 1986, a julio 19, 1987, inclusive.	10	10	10	3

## ANEXO D

Para los fines de las disposiciones de la Nota:

- (a) El término "límite base" significa la cantidad importada de una categoría de acero especial desde Argentina hacia los Estados Unidos en toneladas cortas como se establece en el Anexo B, que puede ser ingresada o retirada de depósito para consumo en cualquier período de limitación anterior a cualquier ajuste permitido según el párrafo 3 de la Nota.
- (b) El término "nivel de limitación", significa un límite base referido en (a) anterior con ajustes, de haberlos, de acuerdo a las disposiciones del párrafo 3 de la Nota.
- (c) El término "importaciones" se refiere a las importaciones estadounidenses clasificadas bajo los ítems enumerados en el anexo A ingresados para el consumo (incluyendo transbordo a través de terceros países y embarques en tránsito desviados al mercado de los Estados Unidos, ingresos informales (valuados en menos de u\$s 250), importaciones temporarias bajo fianza, reimportaciones de ítems importados<sup>[1]</sup> para su procesamiento (TSUS 806.30), e importaciones del Gobierno de los Estados Unidos).
- (d) El término "período de limitación" significa los períodos de tres meses comenzando el 20 de octubre de 1983.

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<sup>1</sup> Should read "exportados".

## TRANSLATION

Embassy of the Argentine Republic

Washington, D.C., November 8, 1983

His Excellency  
William E. Brock III  
United States Trade Representative  
Washington, D.C.

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note of November 8, 1983, the text of which reads as follows in translation:

[For text of U.S. letter, see pp. 4084-4092.]

I have further the honor to confirm on behalf of the Government of Argentina that it will implement its obligations under the above provisions and agree that Your Excellency's note will constitute an agreement between our two governments, as indicated in the above provisions.

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

[Signature]

Jorge Hugo Herrera Vegas  
Chargé d'Affaires, ad interim

[Embassy stamp]

## **MEXICO**

### **Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic**

*Agreement amending the agreement of June 2, 1977, as amended  
and extended.*

*Effectuated by exchange of letters*

*Signed at Mexico November 10, 1983;*

*Entered into force November 10, 1983.*

*The American Ambassador to the Mexican Attorney General*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
México

November 10, 1983

His Excellency  
Dr. Sergio García Ramírez  
Attorney General of the Republic  
E. C. Lázaro Cárdenas No. 9  
México, D. F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States of America, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and to increase by U.S. \$1,200,000 the funding provided under the agreement effected by our Letter of Agreement dated June 2, 1977, as amended seventeen times thereafter.<sup>[1]</sup> This increase is from U.S. fiscal year 1984 funds for aviation maintenance project number 312801-0109 under appropriation number 19-1141022.2, allotment number 3128, obligation number 499001. It is further understood that the purpose of these funds is for opium poppy and marijuana eradication and narcotics interdiction.

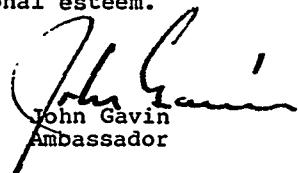
The Government of the United States therefore agrees to amend the second paragraph of our Letter of Agreement dated June 2, 1977, as amended, as follows: (1) Delete the phrase, "Seven Million Eight Hundred Seventy Thousand dollars (U.S. \$7,870,000)" and substitute therefor the phrase "Nine Million Seventy Thousand Dollars (U.S. \$9,070,000)"; (2) Delete the amount "U.S. \$38,921,235", and substitute therefor the amount of "U.S. \$40,121,235."

<sup>[1]</sup>TIAS 8952, 9251, 9637, 9695, 9749, 9933, 9963, 10249, 10285, 10310, 10336, 10360, 10430, 10582, 10657; 29 UST 2484; 30 UST 1285; 31 UST 4760, 5913; 32 UST 992; 33 UST 3683, 4081, 4406; 34 UST 35, 350, 1449, 3833; 35 UST 394.

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of our two Governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.



John Gavin  
Ambassador

*The Mexican Attorney General to the American Ambassador*

PROCURADURIA GENERAL  
DE LA  
REPÚBLICA

FORMA CG-1A

México, D.F., a 10 de noviembre de 1983.

EXCELENTE ÍSIMO SEÑOR  
JOHN GAVIN.  
Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América.  
P r e s e n t e .

Excelentísimo señor Embajador:

Me es grato dar respuesta a su atenta comunicación del día 10 de los corrientes, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de - nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de - América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S.\$1,200,000 los fondos proporcionados de nuestra carta fechada 2 de junio de -- 1977, a su vez enmendada en diecisiete ocasiones posteriores. Este incremento proviene de fondos del año fiscal 1984 proyecto número 312801-0109, asignación número 19-1141022.2, lote No. 3128, obligación número 499001. Además, se tiene por entendido que el propósito de estos fondos es para la erradicación de -- amapola de opio y marihuana y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en enmendar el segundo párrafo de nuestra carta de Convenio -

de fecha 2 de junio de 1977, como enmendada, de la siguiente forma: (1) suprimir la frase, "Siete Millones Ochocientos Setenta Mil Dólares (U.S. \$7,870,000)", y substituir por ella la frase, "Nueve Millones Setenta Mil Dólares (U.S. \$9,070,000)"; (2) Suprimir la cantidad de "U.S. \$38,921.235", y substituirla por la cantidad de, "U.S. \$40,121,235."

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación con los esfuerzos de nuestros dos gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRACIO EFECTIVO. NO REELECCION.  
EL PROCURADOR GENERAL DE LA REPUBLICA.

DR. SERGIO GARCIA RAMIREZ.

## TRANSLATION

United Mexican States  
Office of the Attorney General  
of the Republic

Mexico, D.F., November 10, 1983

His Excellency John Gavin  
Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
Mexico City

Excellency:

I am pleased to reply to Your Excellency's communication of November 10, 1983, which, translated into Spanish, reads as follows:

[For text of the U.S. letter, see pp. 4106-4106.]

I wish to inform you that the Government of Mexico is in agreement with the terms of the note transcribed above.

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

[Signature]

Sergio Garcia Ramirez  
Attorney General of the Republic

**UNITED KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND**

**Defense: Personnel Exchange**

*Memorandum of understanding signed at Washington November 14  
and 16, 1983;  
Entered into force November 16, 1983.*

MEMORANDUM OF UNDERSTANDING ON THE EXCHANGE OF  
MILITARY PERSONNEL BETWEEN THE UNITED STATES  
COAST GUARD AND THE ROYAL AIR FORCE

1. STATEMENT OF PURPOSE:

The United States Coast Guard/Royal Air Force Exchange Program is hereby established for the purpose of providing a system of mutual exchange of personnel between the two Services. It is designed to establish an active Search and Rescue helicopter relationship between the U S Coast Guard (USCG) and the Royal Air Force (RAF) by which the experience, professional knowledge and doctrine of both Services are shared to the maximum extent permissible under existing policies of the United States and the United Kingdom.

2. SELECTION CRITERIA:

Officers selected for exchange duty will have demonstrated capabilities for future command and staff positions, be well versed in the practices and doctrines of their Service, and be particularly qualified through experience for the exchange position.

3. TOUR OF DUTY:

The tour of exchange personnel, will be for a minimum period of two years excluding training, but may be extended at the written request of one Service if consented to in writing by the other Service provided that such extension will not exceed one year. The tour of exchange personnel may also be curtailed at the written request of one Service; or at the written request of the personnel concerned and the written mutual consent of both Services.

4. NUMBER AND GRADE LEVEL OF PERSONNEL TO BE EXCHANGED:

The number and grade level of personnel to be exchanged at any one time will be as agreed between the Ministry of Defense of the UK (Air) and the Commandant, United States Coast Guard.

**5. UNITS OF ASSIGNMENT:**

Personnel assigned in accordance with this Memorandum may be attached to units as mutually decided upon by the Ministry of Defense UK (Air) and the Commandant, United States Coast Guard.

**6. DUTIES:**

a. Exchange personnel will be assigned duties by the Commanding Officer of the host Service unit to which they are attached. These duties will be acceptable to the parent Service. Such personnel will function as members of the host Service unit, except that Royal Air Force officers will not be empowered to enforce the laws of the United States as are US Coast Guard officers under the provisions of Title 14, United States Code. Any such exchange officer may be assigned to perform the duties of a crew member in US Coast Guard aircraft engaged in law enforcement activities, provided that no such duties will include participation in any boardings, inquiries, examinations, inspections, searches, seizures, or arrests, necessary to enforce the laws of the United States.

**7. STATUS:**

Article VII of NATO Status of Forces Agreement will apply to both RAF and USCG personnel and their dependents as such personnel will constitute a force under the provisions of Article I-1(a) of the NATO SOFA dated 19 June 51.<sup>[1]</sup>

**8. PARTICIPATION IN OPERATIONS:**

Exchange officers should, as far as possible, take part in the activities of the formation in which they are, for the time being, employed. However, the host government may decide to mount operations which, for political reasons, the parent government of an exchanged officer may not wish to support or be seen to be associated with. In general, therefore, an exchange officer will not take part in any form of combat mission, policing or internal security operations nor visit the combat zone unless the Forces of his own country are

<sup>[1]</sup> TIAS 2846; 4 UST 1792.

also engaged. In the event of hostilities, whether following a declaration of war or otherwise, exchange officers will remain with their units and carry out the duties to which they have been assigned only when the Forces of their own country are also involved. In all other cases exchange officers will seek direction from their parent government; in the meantime they are not to be employed on active operations in any role.

9. ADMINISTRATION AND CONTROL:

The parent Service will provide administrative support and retain administrative control:

- a. Royal Air Force personnel on exchange in the USA will be on the posted strength of RAF Uxbridge and will be under the disciplinary control of the Station Commander. They will be locally administered by the Commander, Royal Air Force Staff, Washington D.C.
- b. US Coast Guard personnel will be under the administrative control of the Commander, Coast Guard Activities Europe, London.

10. DISCIPLINE:

Exchange personnel will comply with the regulation, orders, instructions, and customs of the host Service in so far as they are applicable. Exchange personnel are to be issued written instructions by an appropriate authority of their parent Service that they will comply with instructions or orders given by personnel senior to them in rank in the host Service provided such orders and instructions would be lawful if given by a member of the Service to which the exchange officer belongs. The respective Services will co-operate in carrying out administrative or disciplinary action by parent Services against an offender. Disciplinary action will not be taken by the host Service against exchange personnel.

11. SECURITY:

- a. Exchange personnel must abide by the security regulations of the host nation. Royal Air Force personnel may be authorized access to classified operational message traffic or other classified information provided they have been properly cleared for the category of information involved and have a clearly demonstrated need to know. Certain categories of information cannot be authorized for disclosure since release is either prohibited by law, national policy or is not within the prerogative of the Commandant of the Coast Guard. Authority to disclose information of this nature must be requested from the Commandant (G-OIS) on a case-by-case basis.
- b. Commanding officers of Coast Guard units desiring access to classified information for their exchange personnel must obtain clearance accreditation from Commandant (G-PS-6) prior to granting such access. A complete listing of the information to which access is to be granted must also be forwarded with the request.
- c. United States Coast Guard personnel may be authorized access to United Kingdom information, up to the level required by the exchange post, subject to receipt of an appropriate individual clearance certificate, and provided there is a need to know in the performance of the exchange duties.
- d. Any reports submitted to a parent Service are to be given an appropriate security classification. Documents, other than personal or flight records pertaining to the individual's service are not to be retained by exchange personnel on completion of their tour. Personnel may make a formal request through their immediate Commanding Officer for documents considered useful to their parent Service to be made

available. Such requests are to be passed through normal channels to MOD (Air) in the case of US Coast Guard personnel, and if approved the documents will be transmitted through Government to Government channels.

12. PROFESSIONAL PROFICIENCIES:

While attached to a host Service under the provisions of this Memorandum:

- a. exchange personnel will be required to meet the professional proficiencies of the host Service;
- b. minimum flight/professional aviation requirements of the parent Service will not apply during the period of exchange assignment; and
- c. exchange aircrew will be qualified and designated in aircraft of the host Service in accordance with the regulations of the host Service.

13. LEAVE:

Exchange personnel may be granted leave in accordance with the regulations of the parent Service, provided such leave is approved by the proper authorities of the host Service. Upon termination of leave, US Coast Guard personnel will forward a copy of the leave papers with departure and return times to the command exercising administrative control.

14. UNIFORM:

Exchange personnel are to comply with the dress regulations of their Service and the Order of Dress for any occasion is to be that which most clearly conforms to the Order of Dress of the particular unit with which they are serving. Local commanding officers will not issue instructions to exchange personnel which cannot be complied with due to differences in uniform regulations. Customs of the host Service will be observed with respect to wearing civilian clothes.

**15. MESSING AND QUARTERS:**

The host Service will provide exchange personnel with single quarters and messing facilities or married accommodation as appropriate if available, and on the same terms and to the same extent that it provides for its own personnel. Exchange officers will bear costs which will be at the same rates of charge as those applicable to officers of the host Service. The host Service will render all practical assistance in locating and obtaining suitable housing for exchange personnel.

**16. REPORTS:**

Periodic or other reports which exchange personnel are required to make by their own Service or which they wish to make concerning their exchange duties will be submitted as follows:

- a. US Coast Guard exchange personnel will forward their reports, no later than 60 days after detaching PCS, by appropriate Service channels, through their Royal Air Force commanding officer to Ministry of Defense UK(AIR) who will forward copies to Commandant (G-CPI) and (G-OSR-2) US Coast Guard.
- b. Royal Air Force exchange personnel will forward their reports no later than 60 days after detaching PCS via the Coast Guard host command to Commandant (G-CPI) and (G-OSR-2) who will forward a copy direct to Commander, Royal Air Force Staff, Washington D.C.

**17. FITNESS REPORTS/PERSONNEL EVALUATION REPORTS:**

- a. The Royal Air Force will prepare fitness reports on US Coast Guard personnel in accordance with such directives and the applicable forms to be provided to the Royal Air Force host unit by the Coast Guard personnel assigned under the terms of this Memorandum.

b. The US Coast Guard will render a confidential report utilizing a Form 1369 on Royal Air Force personnel as and when requested by the Royal Air Force. When completed, the report will be sent to the Commander, Royal Air Force Staff, Washington D.C.

18. EDUCATION OF DEPENDENTS:

Free state education will be provided by the host government for children of exchange personnel in the same manner and to the same extent as such facilities are provided for children of personnel of the host service.

19. IDENTIFICATION AND PRIVILEGE CARDS:

Exchange personnel and their dependents residing in the host country will be issued appropriate identification cards by the host Service. Exchange personnel and dependents will be entitled to the privileges of exchange, commissary, clubs, and similar activities of the host Service.

20. EQUIPMENT:

Environmental equipment and clothing may be issued to exchange personnel on the same basis as issuance to personnel of the host Service.

21. MEDICAL AND DENTAL CARE:

a. Medical and dental care for exchange personnel and their dependents will be provided in accordance with the provisions of the NATO STATUS OF FORCES Agreement, dated 19 June 1951. The costs of any treatment beyond the capability of the host Service or outside the authority of the host Service to expend funds for, may be defrayed by the parent Service to the extent authorized by law and regulation. Such cost must otherwise be borne by the exchange personnel concerned.

**22. MEDALS AND AWARDS:**

Exchange personnel may be awarded medals and awards of the host Service in accordance with the regulations of that Service provided the prior approval of the parent Government has been obtained.

**23. FINANCIAL ARRANGEMENTS:**

The following financial arrangements shall govern the US Coast Guard/Royal Air Force Exchange Program.

a. the parent Service will assume responsibility for the following compensation and expenses with respect to exchange personnel in accordance with and to the extent allowed by the laws and regulations of that Service:

- (1) pay and normal allowances, including any due quartering, station or other location allowances and subsistence expenses not related to duty requirements of the host Service.
- (2) normal daily travel allowances payable to exchange personnel (eg in the UK context Home to Duty Travel Allowance).
- (3) compensation for loss of or damage to uniforms, personal equipment, etc., of exchange personnel;
- (4) burial and other expenses incidental to death of exchange personnel;
- (5) expenditures, including cost of transportation, in connection with any special duty performed on behalf of the parent country during the period of exchange;
- (6) transportation, travel and all related expenses incurred in initial assignment to first place of duty with the host Service; and
- (7) transportation, travel and all related expenses incurred by exchange personnel and their dependents on a parent Service-initiated relocation move during the exchange tour;

- b. Except for the expenditures covered in 21a above, the host Service will provide the following services, and assume charges thereof, in accordance with and to the extent allowed by the laws and the regulations of that Service:
- (1) Basic cost of transportation while on duty including per diem allowances and expenses when travel is authorized by and in the interest of the host country.
  - (2) facilities to maintain professional proficiencies; and
  - (3) moves of exchange personnel and their dependents during the exchange tour resulting from relocation of the exchange personnel, or a unit to which they have been assigned; at the direction of the host Service;
- c. the right of individual personnel to compensation from the host Service for duty-related expenses incurred while on exchange assignment on behalf of the host Service will be in accordance with regulations of the host government;
- d. expenses in connection with dependents of personnel exchanged will be borne by the Service liable for the corresponding costs in the case of the exchange personnel and will be in accordance with the regulations of the Service.

24. CLAIMS:

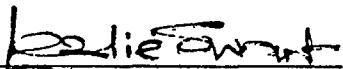
The settlement of all claims caused by the acts or omissions of the exchange personnel will be dealt with in accordance with the principles of Article VIII of the NATO Status of Forces Agreement dated 19 June 1951.

25. EFFECTIVE DATE:

This Memorandum will become effective on the date of signature by duly authorized representatives of the Secretary of State for Defense of the United Kingdom of Great Britain and Northern Ireland, and the United States of America.

26. AMENDMENTS AND TERMINATION:

This Memorandum may be amended by a mutual written arrangement between the signatories thereof. It may be terminated by either signatory after six months' written notice has been given to the other signatory. Outstanding financial obligations of either signatory, under paragraph 23 will not be affected by termination of this Memorandum.



FOR THE ROYAL AIR FORCE



FOR THE UNITED STATES COAST GUARD

DATE: 14th November 1983

DATE: 16 November 1983

**SUDAN**  
**Agricultural Commodities**

*Agreement signed at Khartoum December 10, 1983;  
Entered into force December 10, 1983.*

AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND  
THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN  
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Democratic Republic of the Sudan agree to the sales of agricultural commodities specified below. This Agreement shall consist of the preamble and Parts I and III of the Agreement signed December 23, 1977.<sup>[1]</sup> together with the following Part II.

PART II. Particular Provisions:

ITEM I. COMMODITY TABLE

Commodity	Supply (U.S. FY)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (Dols Millions)
Wheat	1984	133,000 MT	20.5
Wheat Flour	1984	37,000	<u>9.5</u>
Total			30.0

ITEM II. PAYMENT TERMS: Convertible Local Currency

Credit (CLCC) - Forty (40) Years

- (A) Initial payment -- none;
- (B) Currency use payment -- five (5) percent;
- (C) Number of installment payments -- thirty-one (31);
- (D) Amount of each installment payment -- approximately equal annual amounts;

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<sup>1</sup> Should read "December 24, 1977". TIAS 9157; 29 UST 5873.

(E) Due date of the first installment payment -- ten (10) years after date of last delivery of commodities in each calendar year;

(F) Initial interest rate -- two (2) percent;

(G) Continuing interest rate -- three (3) percent;

ITEM III. USUAL MARKETING TABLE

Commodity	Fiscal Year	(Metric Tons)
Wheat/Wheat Flour (Grain Equivalent basis)	1984	180,000

ITEM IV. EXPORT LIMITATION PERIOD:

(A) The export limitation period shall be United States Fiscal Year 1984, or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

(B) Commodities to which export limitations apply: For the purposes of Part I, Article III A (4) of this Agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina and bulgur (or the same products under different names).

ITEM V. SELF-HELP MEASURES:

(A) The Government of Sudan agrees to undertake self-help measures to improve the production, storage and distribution of basic foodstuffs. The self-help measures shall be implemented to contribute directly to development progress in rural areas and to enable the poor to participate actively in increasing food production through small farm agriculture.

(B) The Government of Sudan agrees to undertake specific self-help measures under the present Agreement in the areas of prices, (consumer and producer), a commercial trial of composite flour, and studies to investigate the feasibility of (1) multiple bread pricing and (2) private sector importation and distribution of wheat.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED;

- A. The proceeds accruing to the Government of Sudan from the sale of commodities financed under this Agreement will be placed in a Special Bank Account and will be used for financing the self-help measures agreed to by both governments, and for the development in the agricultural and rural development sectors, in manner designed to increase the access of the poor in Sudan to an adequate, nutritious, and stable food supply. A specific list of uses from the Special Account will be agreed on jointly by the two governments prior to December 31, 1983,
- B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Sudan's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement, Done at Khartoum in duplicate, the

Tenth day of December 1983,

FOR THE GOVERNMENT OF THE UNITED  
STATES OF AMERICA

BY: Home Alexander Horan  
Home Alexander Horan

TITLE: Ambassador Extraordinary  
and Plenipotentiary

DATE: December 10, 1983

FOR THE GOVERNMENT OF THE  
DEMOCRATIC REPUBLIC OF THE SUDAN

BY: H.E. Ahmed Saltan Ahmed  
H.E. Ahmed Saltan Ahmed

TITLE: Minister of State, Ministry  
of Cooperation, Commerce and  
Supply

DATE: December 10, 1983

**SRI LANKA**  
**Agricultural Commodities**

*Agreement signed at Colombo December 12, 1983;  
Entered into force December 12, 1983.*

AGREEMENT BETWEEN  
 THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
 AND THE  
 GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
 FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER THE  
 PUBLIC LAW 480, TITLE I<sup>[1]</sup> PROGRAM

The Government of the United States of America and the Government of Sri Lanka agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed March 25, 1975,<sup>[2]</sup> together with the following Part II:

PART II. PARTICULAR PROVISIONS

Item I. Commodity Table

<u>Commodity</u>	<u>Supply Period (U.S. Fiscal Year)</u>	<u>Approximate Maximum Quan- tity (Metric Tons)</u>	<u>Maximum Export Market Value (Dollars Million)</u>
Wheat	1984	150,000	25.0

Item II. Payment Terms: Convertible Local Currency Credit (CLCC) (Forty [40] Years)

- (A) Initial Payment - Five (5) percent;
- (B) Currency Use Payment - None;
- (C) Number of Installment Payments - Thirty-one (31);
- (D) Amount of Each Installment Payment - approximately equal annual amounts;
- (E) Due Date of the First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year;
- (F) Initial Interest Rate - Two (2) percent;
- (G) Continuing Interest Rate - Three (3) percent.

Item III. Usual Marketing Table

<u>Commodity</u>	<u>Import Period (U.S. Fiscal Year)</u>	<u>Usual Marketing Requirement (Metric Tons)</u>
Wheat	1984	300,000

Item IV. Export Limitations

A. Export Limitation Period:

The export limitation period shall be United States fiscal year 1984, or any subsequent United States fiscal year during which commodities financed under this Agreement are being imported or utilized.

<sup>1</sup> 68 Stat. 455; 7 U.S.C. §1701 *et seq.*

<sup>2</sup> TIAS 8107; 26 UST 1244.

B. Commodities to Which Export Limitations Apply:

For the purposes of Part I, Article III A(4) of this Agreement, except as noted below, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or the same products under a different name). The limitations are waived for exports to the Republic of Maldives.

Item V. Self-Help Measures

A. The Government of Sri Lanka agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Sri Lanka agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation.

1. Food and Agricultural Policy

Continue to give high priority to the development of an integrated national agriculture/food/nutrition strategy (to include production, storage, procurement, and distribution) and estimates of the long term (5-10 year) domestic and external resources required for implementation of the strategy. The strategy will include food production, marketing and distribution policies directed toward alleviating malnutrition among lower income groups. Development of the strategy will also include a study of key policies affecting prices of agricultural inputs and outputs; a listing of these key policies; and an analysis of their relationships and interactions, including those which adversely affect production and recommendations as to whether such policies should be changed, and, if so, how.

Benchmark

The Government of Sri Lanka will undertake efforts for the development of the agriculture/food/nutrition strategy and will prepare investment proposals which are expected to be reflected in future years' public investment programs. Upon completion, a copy of the strategy and investment proposals will be provided to the U.S. Government and other concerned donor representatives.

By November 15, 1984, the Government of Sri Lanka agrees to provide a written report covering the calendar year 1984 which summarizes efforts undertaken to carry out the measures noted in Item V.B.1. above.

### 2. Agricultural Development and Research

Continue to carry out or cause to be carried out the following which may be financed using the sale proceeds under this or previous agreements:

- (a) Cropping and farming systems research and development activities to promote sustained, increased, and diversified productivity.
- (b) Research and related activities to improve food and feed grain, legumes, edible oils and root and tuber crop production and marketing.

Benchmark

The Government of Sri Lanka agrees to provide the U.S. Government by November 15, 1984, with a report covering the progress of the efforts noted in Item V.B.2(a) and (b) above. In addition, as relevant studies with regard to these efforts are completed, copies will be provided to the U.S. Government.

### 3. Resource Management

Use of the proceeds of this Agreement or any previous Agreement to support capital expenditures during 1984 in the following areas:

- (a) Irrigation and water management (including drainage and reclamation).
- (b) Agricultural planning, extension, research, production, and marketing.
- (c) Integrated rural development.
- (d) Reforestation and land and water conservation, and

- (e) Promotion of private sector investment with priority on agro-based industry.

Benchmark

The Government of Sri Lanka will provide, from sales proceeds under this or previous agreements or other resources, for the following estimated capital expenditures during 1984 in support of the areas noted in Item V.B.3.(a) through (e) above:

	Million Rupees
(a) Irrigation and Water Management (including drainage and reclamation)	425
(b) Agricultural Planning, Extension, Research, Production and Marketing	125
(c) Integrated Rural Development	25
(d) Reforestation and Land and Water Conservation	52
(e) Promotion of Private Sector Investment with Priority on Agro-based Industry	3
Total	630

C. By November 15, 1984, the Government of Sri Lanka agrees to provide a written report which will include, but not be limited to:

- (1) Progress on the implementation of the self-help measures set out in Item V.B. above;
- (2) A comparison of benchmarks and achievements to determine progress in meeting the self-help measures set out in Item V.B. above; and,
- (3) A review of the levels of funding being released to carry out the self-help measures.

Item VI. Economic Development Purposes For Which Proceeds Accruing To Importing Country Are To Be Used.

A. The proceeds accruing to the Government of Sri Lanka from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the agricultural sector, in a manner designed to increase the access of the poor in Sri Lanka to an adequate, nutritious and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Sri Lankan people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Colombo, in duplicate, the Twelfth day of December, 1983.

FOR THE GOVERNMENT OF THE  
DEMOCRATIC SOCIALIST REPUBLIC  
OF SRI LANKA:

L. W. M. Tilakaratna  
Dr. W. M. Tilakaratna  
Secretary  
Ministry of Finance and Planning

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

John H. Reed  
Ambassador

**LIBERIA**  
**Agricultural Commodities**

*Agreements relating to the agreement of August 13, 1980.  
Signed at Monrovia December 17, 1982;  
Entered into force December 17, 1982.  
And signed at Monrovia December 15, 1983;  
Entered into force December 15, 1983.*

AGREEMENT BETWEEN  
THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF LIBERIA  
FOR THE SALE OF  
AGRICULTURAL COMMODITIES  
UNDER THE PUBLIC LAW 480,  
TITLE I<sup>[1]</sup> PROGRAM

The Government of the United States of America and the Government of Liberia agree to the sale of Agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed August 13, 1980,[<sup>2</sup>] together with the following Part II.

**PART II. PARTICULAR PROVISIONS:**

**Item I: Commodity Table:**

Commodity	Supply Period (U.S. FY)	Approximate Maximum Quantity (MT)	Maximum Export Market Value (Millions)
Rice	1983	44,800	15.0

**Item II: Payment Terms: Convertible Local Currency Credit (CLCC) Twenty-Five (25) years**

- A. Initial Payment - None
- B. Currency Use Payment - None
- C. Number of Installment Payments - Twenty-one (21)
- D. Amount of Each Installment Payment - Approximately

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. §1701 *et seq.*

<sup>2</sup> TIAS 9841; 32 UST 2319.

## Equal Annual Amounts

- E. Due Date of First Installment Payment - Five (5) Years After Date of Last Delivery of Commodities in Each Calendar Year
- F. Initial Interest Rate - Two (2) Percent
- G. Continuing Interest Rate - Three (3) Percent

## Item III. Usual Marketing Table:

Commodity	Import Period (U.S. FY)	Usual Marketing Requirement (MT)
Rice	1983	48,000

## Item IV. Export Limitations:

## A. Export Limitation Period:

The export limitation period shall be U.S. Fiscal Year 1983, or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

## B. Commodities To Which Export Limitations Apply:

For the purposes of Part I, Article III (A) (4) of this Agreement, the commodities which may not be exported are: For rice -- rice in the form of paddy, brown or milled.

## Item V. Self-Help Measures:

A. The Government of Liberia agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development in poor rural areas and enable the poor to participate actively in

increasing agricultural production through small farm agriculture.

B. The Government of Liberia agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

1. Decentralize the administration of agricultural programs in order to increase the productivity of these programs, improve the efficiency of decision making, and thus enlarge the number of small farmers who have access to government and private sector services.

a. The Ministry of Agriculture (MOA) will align its payrolls to conform with the various divisions within the MOA in time for implementation in the 1983/84 GOL budget.

b. Consistent with Executive Order 13 of August 19, 1980, which states that CARI is a semi-autonomous institution, the Agricultural Research Council and the Technical Committee will meet quarterly and will act as the Board of Directors to the Institute with the Institute Director responsible for day-to-day operations, employment, and the management of both internal and external resources available to CARI.

c. A review will be performed by the GOL within six months of the signature of this Agreement to determine how best the functions of the Liberia Coffee and Cocoa Corporation and the Liberia Palm Products Corporation can be carried out. The review

will recommend to government whether these Corporations should be dissolved or their administration consolidated under the Ministry of Agriculture, or some other solution.

2. Implement a coordinated program approach to agricultural development that emphasizes economic analysis of proposed investment decisions, limits government participation to research, extension, training, and policy formulation and encourages production by the private sector.

a. The GOL will study rice pricing in Liberia and determine if imported rice is causing a significant disincentive to production of indigenous rice. The study will be concluded within six months of the signing of this Agreement.

b. The Ministry of Finance will develop a schedule showing counterpart funds available for development projects and timing for release of those funds on a quarterly basis after allotments are received from the Ministry of Planning and Economic Affairs (MPEA). The schedule will be forwarded to USAID 90 days after arrival of each shipment of PL 480 rice.

3. Develop operational procedures for a coordinated program of agricultural research, extension and training.

a. The MOA will develop by April 30, 1983, a training plan for its extension staff and in that plan specify how the Rural Development Institute (RDI) will contribute to upgrading the skills of extension workers.

Item VI: Economic development purposes for which proceeds accruing to importing country are to be used:

A. The proceeds accruing to the Government of Liberia from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for the following projects in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

1. Central Agricultural Research Institute
2. Agricultural Training
3. Bong Rural Development
4. Lofa Rural Development
5. Nimba Rural Development
6. PfP
7. Livestock
8. Agricultural Bank
9. Liberia Rubber Development
10. Liberia Coffee & Cocoa
11. Agricultural Extension
12. Seed Multiplication
13. Liberia Rural Communication
14. Primary Health Care
15. Feeder Roads  
Lofa  
Bong  
Nimba  
Sinoe  
Grand Gedeh
16. Southeastern Rural Development Project
17. Rural Development Institute

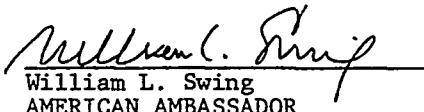
B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Liberian people and their capacity to participate in the development of their country.

C. The dollars, fifteen (15) million, generated from the sale of rice provided under this Agreement, will go into a special account and will be utilized to support the self-help measures delineated in Item V as well as other development projects specified in Item VI (A) of this Agreement.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Monrovia, in duplicate, this

17 day of December 1982.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF  
AMERICA

  
William L. Swing  
AMERICAN AMBASSADOR

FOR THE GOVERNMENT OF  
LIBERIA

  
H. Boima Fahnbullah, Jr., Major  
MINISTER OF FOREIGN AFFAIRS

AGREEMENT BETWEEN  
 THE GOVERNMENT OF  
 THE UNITED STATES OF AMERICA  
 AND  
 THE GOVERNMENT OF LIBERIA  
 FOR THE SALE OF  
 AGRICULTURAL COMMODITIES  
 UNDER THE PUBLIC LAW 480,  
 TITLE I PROGRAM

The Government of the United States of America and the Government of Liberia agree to the sale of Agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed August 13, 1980, as amended, together with the following Part II:

**Part II. Particular Provisions:**

**Item I: Commodity Table:**

<u>Commodity</u>	<u>Supply Period (U.S. FY)</u>	<u>Approximate Maximum Quantity (MT)</u>	<u>Maximum Export Market Value (Millions)</u>
Rice	1984	36,000	15.0

**Item II: Payment Terms:**

Convertible Local Currency Credit (CLCC) Twenty-Five (25) Years.

- A. Initial Payment - None
- B. Currency Use Payment - None
- C. Number of Installment Payments - Twenty-One (21)
- D. Amount of Each Installment Payment - Approximately Equal Annual Amounts
- E. Due Date of the First Installment Payment - Five (5) Years After Date of Last Delivery of Commodities in Each Calendar Year
- F. Initial Interest Rate - Two (2) Percent
- G. Continuing Interest Rate - Three (3) Percent

**Item III: Usual Marketing Table:**

<u>Commodity</u>	<u>Import Period (U.S. FY)</u>	<u>Usual Marketing Requirement (M.T.)</u>
Rice	1984	48,000

## Item IV: Export Limitations:

## A. Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1984, or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

## B. Commodities to Which Export Limitations Apply:

For the purposes of Part I, Article III A (4) of this Agreement, the commodities which may not be exported are: For Rice: Rice in the form of paddy, brown or milled.

## Item V. Self-Help Measures:

A. The Government of Liberia agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Liberia agrees to undertake the following activities and in doing so to ensure adequate financial, technical and managerial resources for their implementation:

1. The Liberia Produce Marketing Corporation will expand its capacity to purchase, process and market domestically produced rice to meet the increased rice production of Liberia's small farmers.

a. LPMC will increase its rice milling capacity in advance of the FY 84 domestic harvest.

b. LPMC will develop a plan for increasing warehouse capacity of up-country stations.

2. The Ministry of Agriculture will provide to USAID within four months of signing of this Agreement reviews of all the major agricultural sector reports completed within the previous two years by both external and GOL entities. These reviews shall contain formal responses to the

reports' recommendations indicating those that are acceptable to the GOL. Within 12 months of signing of this Agreement the MOA will prepare a comprehensive agricultural sector strategy incorporating recommendations from the various agricultural sector reports as warranted. A copy of this report will be provided to USAID.

3. As a follow-up to the FY 83 self-help measure on LCCC and LPPC, MPEA shall provide to USAID within 9 months of signing of this agreement, a report that (a) indicates progress made in dissolving LCCC or consolidating LCCC under the Ministry of Agriculture. This action is considered necessary, in part, because the LCCC has no capacity to generate revenue to cover its operating expenses. The report shall also (b) provide evidence that the GOL has implemented the LPPC retrenchment plan by reducing the LPPC budget and program.
4. The Government of Liberia, in its desire to maintain the solvency of the Stabilization Fund, in keeping with the present policy to maximize domestic production and in keeping with the Government of Liberia's undertaking with the IMF Standby Agreement for 1983/84 in its Letter of Intent of July 14, 1983, shall not subsidize prices of any agricultural commodities imported under this Agreement.
5. The Government of Liberia will comply with the terms set forth in the signed Memorandum of Understanding.

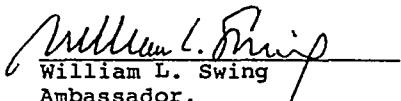
**Item VI. Economic Development Purposes for Which Proceeds Accruing to the Importing Country are to be Used:**

- A. The proceeds accruing to the Government of Liberia from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for the following projects, in a manner designed to increase the access of the poor in Liberia to an adequate, nutritious, and stable food supply.
  1. Central Agriculture Research Institute (CARI)
  2. Rural Development Institute (RDI)
  3. Agriculture Training
  4. Improved Efficiency of Learning (IEL)

5. Liberia Opportunities Industrialization Center (LOIC)
  6. Bong County Rural Development
  7. Lofa County Rural Development
  8. Nimba County Rural Development
  9. Agriculture Development Bank
  10. Primary Health Care
  11. Nimba Rural Technology (PfP)
  12. Rice Seed Multiplication Center
  13. Liberia Rural Communication
  14. Agriculture Surveys
  15. Agriculture Cooperative Development
  16. Liberia Rubber Development
  17. PL-480 Support
  18. Animal Traction
  19. Land Utilization Project
  20. Youth On-the-Job Training (recurrent)
  21. Feeder Roads
- B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the Liberian People and their capacity to participate in the development of their country.
- C. The dollars, fifteen (15) million generated from the sale of rice provided under this agreement will be deposited into a special account at the National Bank of Liberia and will be utilized to support the self-help measures delineated in Item V as well as other development projects specified in Item VI (A) of this Agreement.

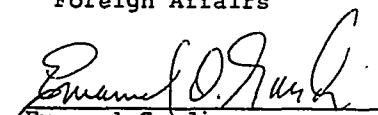
IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Monrovia, in duplicate, this 15th day of December, A.D., 1983.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

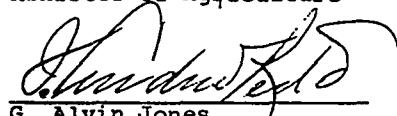
  
William L. Swing  
William L. Swing  
Ambassador,  
United States of America

FOR THE GOVERNMENT OF THE  
REPUBLIC OF LIBERIA

  
Christopher Minikon  
Christopher Minikon  
Acting Minister of  
Foreign Affairs

  
Emanuel Gardiner  
Emanuel Gardiner  
Minister of Planning and  
Economic Affairs

  
Joseph Boakai  
Joseph Boakai  
Minister of Agriculture

  
G. Alvin Jones  
G. Alvin Jones  
Minister of Finance

[SEAL]

**ISRAEL**  
**Economic Assistance**

*Agreement signed at Washington December 29, 1983;  
Entered into force December 29, 1983.*

A.I.D. Grant No: 271-K-619

AGREEMENT

BETWEEN

THE GOVERNMENT OF ISRAEL

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: December 29, 1983

TIAS 10912

Agreement, dated December 29, 1983 between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties".

## ARTICLE I

### The Grant

To support the economic and political stability of Israel, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,<sup>[1]</sup> agrees to grant to Israel under the terms of this Agreement not to exceed Nine Hundred Ten Million United States Dollars (\$910,000,000) (the "Grant").

## ARTICLE II

### Conditions Precedent to Disbursement

#### SECTION 2.1. Conditions Precedent

Prior to the disbursement of the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, Israel will, except as the Parties may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D., a statement of the name of the person holding or acting in the office specified in Section 5.2, and of any additional representatives, together with a specimen signature of each person specified in such section.

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<sup>1</sup> 75 Stat. 424; 22 U.S.C. §2151.

SECTION 2.2. Notification

When A.I.D. has determined that the conditions precedent specified in Section 2.1 have been met, it will promptly notify Israel.

SECTION 2.3. Terminal Dates for Conditions Precedent

If all of the conditions specified in Section 2.1 have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Israel.

## ARTICLE III

DisbursementSECTION 3.1. Disbursement of the Grant

After satisfaction of the conditions precedent, A.I.D. will deposit in a bank designated by Israel the sum of Nine Hundred Ten Million United States Dollars (\$910,000,000).

SECTION 3.2. Date of Disbursement

Disbursement by A.I.D. will be deemed to occur on the date A.I.D. makes deposit to the bank designated by Israel in accordance with Section 3.1.

## ARTICLE IV

Special CovenantsSECTION 4.1. No Use for Military Purpose

It is the understanding of the Parties that the Grant will not be used for financing military requirements of any kind, including the procurement of commodities or services for military purposes.

SECTION 4.2. Use Only Within Pre-1967 Boundaries

Program uses of the Grant shall be restricted to the geographic areas which were subject to the Government of Israel's administration prior to June 5, 1967.

## ARTICLE V

MiscellaneousSECTION 5.1. Communications

Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To Israel:      Economic Minister  
                    Embassy of Israel  
                    3514 International Drive, N.W.  
                    Washington, D. C. 20008

To: A.I.D.:      Director, Office of Project Development  
                    Bureau for Near East  
                    Agency for International Development  
                    Washington, D. C. 20523

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of written notice.

**SECTION 5.2. Representatives**

For all purposes relevant to this Agreement, Israel will be represented by the individual holding or acting in the office of Economic Minister, Embassy of Israel and A.I.D. will be represented by the individual holding or acting in the office of Director, Office of Project Development, Bureau for Near East, each of whom, by written notice, may designate additional representatives for all purposes.

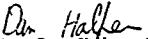
The names of the representatives of Israel, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 5.3. Amendment

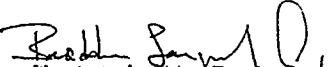
This Agreement may be amended by the execution of written amendments by the authorized representatives of both the Parties.

IN WITNESS WHEREOF, Israel and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF ISRAEL

  
Mr. Dan Halperin  
Minister, Economic Affairs

UNITED STATES OF AMERICA

  
W. Antoinette Ford  
Assistant Administrator  
Bureau for Near East

**CUBA**  
**Maritime Boundary**

*Agreement extending the provisional application of the agreement of  
December 16, 1977, as extended.*

*Effectuated by exchange of notes*

*Signed at Washington December 27 and 30, 1983;*

*Entered into force December 30, 1983;*

*Effective January 1, 1984.*

*The Czechoslovak Ambassador to the Secretary of State*

EMBASSY OF THE CZECHOSLOVAK SOCIALIST REPUBLIC  
CUBAN INTERESTS SECTION

WASHINGTON, D.C.

Washington, D.C., Diciembre 27, 1983

Excelencia:

Con relación a la representación que ostento de los intereses de la República de Cuba en los Estados Unidos de América, tengo el honor de referirme al Acuerdo de Frontera Marítima entre la República de Cuba y los Estados Unidos de América, firmado el 16 de Diciembre de 1977 y al Acuerdo de los Gobiernos de Cuba y los Estados Unidos de América estipulado en el Artículo V, para aplicar los términos de ese Acuerdo provisionalmente a partir del 1ro. de Enero de 1978, por un período de dos años, hasta tanto entrase en vigor permanentemente en la fecha de intercambio de los instrumentos de ratificación y al acuerdo entre los Gobiernos de Cuba y de los Estados Unidos de América, celebrado en Washington por canje de notas del 28 de Diciembre de 1979, de continuar aplicando provisionalmente el Acuerdo de Frontera Marítima firmado en Washington el 16 de Diciembre de 1977 desde el 1ro. de Enero de 1980, por un período de dos años, que venció el 31 de Diciembre de 1981, y al acuerdo similar del 16 de Diciembre de 1981 de continuar la aplicación provisional del mencionado Tratado por un período de dos años, que vencerá el 31 de Diciembre de 1983.

En nombre del Gobierno de la República de Cuba, propongo que los términos del Acuerdo de Frontera Marítima de 16 de Diciembre de 1977, continúen aplicándose provisionalmente desde el 1ro. de Enero de 1984, por

Hon. George Shultz

Secretario de Estado  
Washington, D.C.

un período de dos años, hasta tanto entre en vigor de manera permanente en la fecha de intercambio de los instrumentos de ratificación.

Si la antedicha propuesta es aceptable al Gobierno de los Estados Unidos de América, propongo que la presente nota y la respuesta del Departamento de Estado de los Estados Unidos de América a la misma constituyan un acuerdo entre los Gobiernos de la República de Cuba y de los Estados Unidos de América de continuar aplicando provisionalmente desde el 1ro. de Enero de 1984, por un período de dos años, hasta tanto entre en vigor de manera permanente el Acuerdo de 16 de Diciembre de 1977 sobre Frontera Marítima entre los dos países.

Acepte, Excelencia, el testimonio de mi más alta consideración.



Dr. Stanislav Suja  
Embajador

## TRANSLATION

Embassy of the Czechoslovak Socialist Republic  
Cuban Interests Section

Washington, D.C., December 27, 1983

Excellency:

In connection with my representation of the interests of the Republic of Cuba in the United States of America, I have the honor to refer to the Maritime Boundary Agreement between the Republic of Cuba and the United States of America signed on December 16, 1977,<sup>[1]</sup> to the agreement between the Governments of Cuba and the United States of America specified in Article V to apply the terms of that Agreement provisionally from January 1, 1978, for a period of two years pending its entry into force permanently on the date of exchange of instruments of ratification, to the agreement between the Governments of Cuba and the United States of America concluded in Washington by exchange of notes on December 28, 1979,<sup>[2]</sup> to continue to apply provisionally the Maritime Boundary Agreement signed in Washington on December 16, 1977, from January 1, 1980, for a period of two years, which expired

His Excellency  
George Shultz,  
Secretary of State,  
Washington, D.C.

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<sup>1</sup> 96th Cong., 1st sess., Senate Executive H (1979); *International Legal Materials*, vol. XVII, No. 1, Jan. 1978, p. 110.

<sup>2</sup> Notes exchanged Dec. 27 and 28, 1979. TIAS 9732; 32 UST 840.

on December 31, 1981, and to the similar agreement of December 16, 1981,<sup>[1]</sup> to continue the provisional application of the aforementioned Agreement for a period of two years, which will expire on December 31, 1983.

On behalf of the Government of the Republic of Cuba, I propose that the terms of the Maritime Boundary Agreement of December 16, 1977, continue to apply provisionally from January 1, 1984, for a period of two years, pending its entry into force permanently on the date of exchange of instruments of ratification.

If the abovementioned proposal is acceptable to the Government of the United States of America, I propose that this note and the reply of the United States Department of State thereto constitute an agreement between the Governments of the Republic of Cuba and the United States of America to continue to apply provisionally from January 1, 1984, for a period of two years, pending its permanent entry into force, the Maritime Boundary Agreement between the two countries, signed on December 16, 1977.

Accept, Excellency, the assurances of my highest consideration.

[Signature]

Dr. Stanislav Suja  
Ambassador

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<sup>1</sup>Notes exchanged Dec. 16 and 28, 1981. TIAS 10327; 33 UST 4652.

*The Acting Secretary of State to the Czechoslovak Ambassador*

DEPARTMENT OF STATE  
WASHINGTON

December 30, 1983

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's note of December 27, 1983, which reads in pertinent part in the English translation as follows:

[For text, see pp. 4153-4154.]

I wish to inform Your Excellency that the Government of the United States of America accepts the proposal contained in Your Excellency's note which, with this reply, constitutes an agreement between the Governments of the United States of America and Cuba to continue to apply provisionally from January 1, 1984, for a period of two years, pending its permanent entry into force, the Maritime Boundary Agreement between the two countries of December 16, 1977.

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

For the Acting Secretary of State:

[Lowell C. Kilday]

His Excellency

Stanislav Suja,

Ambassador of the Czechoslovak  
Socialist Republic.

## **MULTILATERAL Containers**

*Amendments to annexes I and II of the convention of December 2, 1972  
adopted by the Maritime Safety Committee at London June 13,  
1983;  
Entered into force January 1, 1984.*

## 国际集装箱安全公约(CSC)附件一和二的1983年修正案

1983 AMENDMENTS TO ANNEXES I AND II OF THE INTERNATIONAL  
CONVENTION FOR SAFE CONTAINERS (CSC)<sup>[1]</sup>

AMENDEMENTS DE 1983 AUX ANNEXES I ET II DE LA CONVENTION  
INTERNATIONALE SUR LA SECURITE DES CONTENEURS (CSC)

ПОПРАВКИ 1983 ГОДА К ПРИЛОЖЕНИЯМ I И II  
МЕЖДУНАРОДНОЙ КОНВЕНЦИИ ПО БЕЗОПАСНЫМ  
КОНТЕЙНЕРАМ (КБК)

ENMIENDAS DE 1983 A LOS ANEXOS I Y II DEL CONVENIO  
INTERNACIONAL SOBRE LA SEGURIDAD DE LOS CONTENEDORES (CSC)

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<sup>[1]</sup>TIAS 9037, 10220; 29 UST 3707; 33 UST 3238.

## 附 件

## 1972年国际集装箱安全公约修正案

1 集装箱最大总重的标志附件 I, 第 1 条, 第 1 款安全合格牌照

把现有第 1 款列为第 1 款(a), 并加上下列新款:

- (b) 在 1984 年 1 月 1 日或以后开始制造的每一只集装箱上, 集装箱上的所有最大总重标志须与安全合格牌照上的最大总重数据一致。
- (c) 在 1984 年 1 月 1 日以前开始制造的每一只集装箱上, 应在 1989 年 1 月 1 日以前使集装箱上的所有最大毛重标志与安全合格牌照的最大毛重数据相一致。"

2 装卸空载集装箱的标志附件 II —— 制造 剔去第 3 款3 罐式集装箱的堆码试验附件 II, 第 2 种试验“堆码”

在标题“内载负荷”下的文字“……等于 1.8R”之后, 加上下面新句子:

“罐式集装箱可以在空载条件下试验。”

4 罐式集装箱的纵向固定(静力试验)附件 II, 第 5 种试验

在“内载负荷”之后的文字“额定重量 R”之后, 加上下面的新句子:

“就罐式集装箱而言, 当内载负荷的重量加上皮重低于最大毛重或额定重量 R 时, 应给集装箱加上补充负荷。”

5 获准连续检验计划附件 I, 第 2 条

用下列文字代替原第 2、3 和 4 款:

“2 (a) 经核准的集装箱的箱主应每隔与使用情况相适应的时间, 按照有关缔约方所规定或认可的程序检验或请人检验集装箱。

- (b) 新集装箱进行首次检验的日期(年、月)应标明在安全合格牌照上。
- (c) (同原第3段。)
- (d) (同原第4段，但将“24个月”改为“30个月”。)
- 3 (a) 作为第2款的替代办法，有关缔方可批准一个连续检验计划，如果该缔约方，根据箱主提供的证明，相信这一计划所预定的标准不低于上述第2款所规定的标准。
- (b) 为表示集装箱是在获准连续检验计划下营运，应在集装箱的安全合格牌照上或在尽可能靠近牌照的地方，标上“ACEP”字母的标志以及批准该计划的缔约方。
- (c) 按此计划进行的所有检验应确定某集装箱是否具有会使任何人遇到危险的缺陷。这类检验应在大修、整修或出租／租毕交接时进行，在任何情况下，每30个月至少进行一次。
- (d) 作为过渡性的规定，关于表示在获准连续检验计划下营运的集装箱的标志的任何要求，在1987年1月1日之前免除。但是，主管机关可对自己的(本国的)箱主所有的集装箱提出更严格的要求。”

将原第5款重新编号为第4款。

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## 1983 AMENDMENTS TO ANNEXES I AND II OF THE INTERNATIONAL CONVENTION FOR SAFE CONTAINERS (CSC)

1 MARKING OF MAXIMUM GROSS CONTAINER WEIGHTANNEX I, REGULATION 1, paragraph 1Safety Approval Plate

Letter the existing paragraph 1 as sub-paragraph 1(a) and add the following new paragraphs:

"(b) On each container for which the construction is commenced on or after 1 January 1984 all maximum gross weight markings on the container shall be consistent with the maximum gross weight information on the Safety Approval Plate.

(c) On each container for which the construction was commenced before 1 January 1984 all maximum gross weight markings on the container shall be made consistent with the maximum gross weight information on the Safety Approval Plate not later than 1 January 1989."

2 MARKINGS FOR HANDLING EMPTY CONTAINERS

Annex II - Construction delete paragraph 3

3 STACKING TEST FOR TANK CONTAINERSANNEX II, TEST NO. 2 'STACKING'

Add under the heading "Internal loading" and after the words "... equal to 1.8R." the following new sentence:

"Tank containers may be tested in the tare condition."

4 LONGITUDINAL RESTRAINT (STATIC TEST) FOR TANK CONTAINERSANNEX II, TEST NO. 5

Add under "Internal loading" and after the words "... or rating, R." the following new sentence:

"In the case of a tank container, when the weight of the internal load plus the tare is less than the maximum gross weight or rating, R, a supplementary load is to be applied to the container."

5 APPROVED CONTINUOUS EXAMINATION PROGRAMME

ANNEX I, REGULATION 2

Replace existing paragraphs 2, 3 and 4 with the following:

- "2 (a) The owner of an approved container shall examine the container or have it examined in accordance with the procedure either prescribed or approved by the Contracting Party concerned, at intervals appropriate to operating conditions.
- (b) The date (month and year) before which a new container shall undergo its first examination shall be marked on the Safety Approval Plate.
- (c) The date (month and year) ... (continue as for previous paragraph 3).
- (d) (As previous paragraph 4, except for '24 months' to read '30 months').
- 3 (a) As an alternative to paragraph 2, the Contracting Party concerned may approve a continuous examination programme if satisfied, on evidence submitted by the owner, that such a programme provides a standard of safety not inferior to the one set out in paragraph 2 above.
- (b) To indicate that the container is operated under an approved continuous examination programme, a mark showing the letters 'ACEP' and the identification of the Contracting Party which has granted approval of the programme shall be displayed on the container on or as close as practicable to the Safety Approval Plate.

- (c) All examinations performed under such a programme shall determine whether a container has any defects which could place any person in danger. They shall be performed in connexion with a major repair, refurbishment, or on-hire/off-hire interchange and in no case less than once every 30 months.
- (d) As a transitional provision any requirements for a mark to indicate that the container is operated under an approved continuous examination programme shall be waived until 1 January 1987. However, an administration may make more stringent requirements for the containers of its own (national) owners."

Renumber the existing paragraph 5 as paragraph 4.

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AMENDEMENTS DE 1983 AUX ANNEXES I ET II DE LA CONVENTION  
INTERNATIONALE SUR LA SECURITE DES CONTENEURS (CSC)

1 MARQUES INDICANT LA MASSE BRUTE MAXIMALE DES CONTENEURS

ANNEXE I, REGLE 1

Plaque d'agrément aux fins de la sécurité

Renuméroter le paragraphe 1 existant, qui devient le paragraphe 1 a), et ajouter les nouvelles dispositions suivantes :

"b) Toute marque de masse brute maximale portée sur un conteneur dont la construction a été entreprise le 1er janvier 1984 ou après cette date doit correspondre aux renseignements à cet effet qui figurent sur la plaque d'agrément aux fins de la sécurité.

c) Toute marque de masse brute maximale portée sur un conteneur dont la construction a été entreprise avant le 1er janvier 1984 doit être rendue conforme aux renseignements à cet effet qui figurent sur la plaque d'agrément aux fins de la sécurité le 1er janvier 1989 au plus tard."

2 MARQUES POUR LA MANUTENTION DES CONTENEURS VIDES

Supprimer le paragraphe 3 de l'Annexe II (Construction).

3 ESSAI DE GERRAGE DES CONTENEURS-CITERNES

ANNEXE II, ESSAI No 2 (GERRAGE)

A la rubrique intitulée "Charge à l'intérieur du conteneur" et après les mots "... égale à 1,8 R", ajouter la nouvelle phrase suivante :

"Les conteneurs-citernes peuvent être mis à l'essai à l'état taré."

4 ESSAI DE SOLlicitATION LONGITUDINALE DES CONTENEURS-CITERNES

ANNEXE II, ESSAI No 5

A la rubrique intitulée "Charge à l'intérieur des conteneurs" et après les mots "... maximale de service (R)", ajouter la nouvelle phrase ci-après :

"Dans le cas d'un conteneur-citerne, on appliquera une charge supplémentaire lorsque la masse de la charge à l'intérieur du conteneur plus la tare est inférieure à la masse brute maximale de service (R)."

5 PROGRAMME AGREÉ D'EXAMENS CONTINUS

ANNEXE I, RÈGLE 2

Remplacer les paragraphes 2, 3 et 4 existants par les dispositions suivantes :

- "2 a) Le propriétaire d'un conteneur agréé doit examiner ou faire examiner le conteneur conformément à la procédure prescrite ou approuvée par la Partie contractante intéressée, à des intervalles compatibles avec les conditions d'exploitation.
- b) La date (mois et année) avant laquelle un conteneur neuf doit être examiné pour la première fois doit être indiquée sur la plaque d'agrément aux fins de la sécurité.
- c) La date (mois et année) ... (texte du paragraphe 3 existant).
- d) (Texte du paragraphe 4 existant à l'exception du chiffre "24" qui devrait être remplacé par le chiffre "30").
- 3 a) A titre de variante des dispositions du paragraphe 2, la Partie contractante intéressée peut agréer un programme d'examens continus si elle a acquis la conviction, sur la base des preuves présentées par le propriétaire, qu'un tel programme permettra d'assurer un niveau de sécurité qui ne soit pas inférieur à celui visé au paragraphe 2 ci-dessus.
- b) Afin d'indiquer que le conteneur est exploité dans le cadre d'un programme agréé d'examens continus, une marque comportant le sigle "ACEP" et le nom de la Partie contractante ayant agréé le programme doit être apposée sur le conteneur soit sur la plaque d'agrément aux fins de la sécurité, soit le plus près possible de cette plaque.
- c) Tous les examens effectués dans le cadre d'un tel programme doivent déterminer si le conteneur a des défauts pouvant présenter un danger pour quiconque. Ces examens doivent être effectués chaque fois que le conteneur fait l'objet de réparations importantes ou d'une remise à neuf et au début ou à la fin des périodes de location; ils doivent, en tout état de cause, être effectués au moins tous les 30 mois.

- d) A titre transitoire, il est sursis jusqu'au 1er janvier 1987 à l'application de toutes dispositions en vertu desquelles on doit apposer une marque indiquant que le conteneur est exploité dans le cadre d'un programme agréé d'examens continus. Toutefois, une Administration peut imposer des dispositions plus rigoureuses aux conteneurs appartenant à des propriétaires qui relèvent de la juridiction du pays."

Renuméroter le paragraphe 5 existant qui devient le paragraphe 4.

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**ПОДРАВКИ 1983 ГОДА К ПРИЛОЖЕНИЯМ I И II  
МЕЖДУНАРОДНОЙ КОНВЕНЦИИ ПО БЕЗОПАСНЫМ КОНТЕЙНЕРАМ (КБК)**

**1      УКАЗАНИЕ НА КОНТЕЙНЕРЕ МАКСИМАЛЬНОГО ВЕСА БРУТТО**

**ПРИЛОЖЕНИЕ I, ПРАВИЛО 1, пункт 1**

**Табличка о допущении по условиям безопасности**

Существующий пункт 1 становится пунктом 1 а) и добавляются следующие новые пункты:

- "б) На каждом контейнере, изготовление которого начато 1 января 1984 года или позднее, все указания относительно максимального веса брутто должны соответствовать информации о максимальном весе брутто, содержащейся на Табличке о допущении по условиям безопасности;
- с) На каждом контейнере, изготовление которого было начато до 1 января 1984 года, все указания относительно максимального веса брутто не позднее 1 января 1989 года должны быть приведены в соответствие с информацией о максимальном весе брутто, содержащейся на Табличке о допущении по условиям безопасности."

**2      УКАЗАНИЯ ПО ОБРАБОТКЕ ПОРОЖНИХ КОНТЕЙНЕРОВ**

Приложение II - Конструкция. Пункт 3 исключается.

**3      ИСПЫТАНИЕ КОНТЕЙНЕРОВ-ЦИСТЕРН НА ШТАВЕЛИРОВАНИЕ**

**ПРИЛОЖЕНИЕ II, ИСПЫТАНИЕ № 2 "ШТАВЕЛИРОВАНИЕ"**

Под заголовком "Внутренняя нагрузка" после слов "... равен 1,8R." добавляется следующее новое предложение:

"Контейнеры-цистерны могут проходить испытания в порожнем состоянии."

**4      ИСПЫТАНИЕ КОНТЕЙНЕРОВ-ЦИСТЕРН НА КРЕПЛЕНИЕ В ПРОДОЛЬНОМ НАПРАВЛЕНИИ (СТАТИЧЕСКОЕ ИСПЫТАНИЕ)**

**ПРИЛОЖЕНИЕ II, ИСПЫТАНИЕ № 5**

Под заголовком "Внутренняя нагрузка" после слов "... весу брутто, R" добавляется следующее новое предложение:

"При испытании контейнера-цистерны, когда вес внутренней нагрузки и вес порожнего контейнера меньше максимального веса брутто R, к контейнеру должна быть приложена дополнительная нагрузка."

5      ОДОБРЕННАЯ ПРОГРАММА НЕПРЕРЫВНОГО НАБЛЮДЕНИЯ  
ПРИЛОЖЕНИЕ I, ПРАВИЛО 2

Существующие пункты 2, 3 и 4 заменяются следующим:

- "2 а) Владелец допущенного контейнера должен производить осмотр контейнера или передавать его для осмотра в соответствии с процедурой, предписанной или одобренной заинтересованной Договаривающейся Стороной, по истечении определенных промежутков времени, соответствующих эксплуатационным условиям.
- б) Дата (месяц и год), до которой новый контейнер должен пройти первый осмотр, указывается на Табличке о допущении по условиям безопасности.
- с) Дата (месяц и год)... (далее по тексту бывшего пункта 3).
- д) (То же, что в бывшем пункте 4, кроме слов "24 месяца", которые заменяются на "30 месяцев").
- 3 а) В качестве альтернативы изложенному в пункте 2 заинтересованная Договаривающаяся Сторона может одобрить программу непрерывного наблюдения, если на основании представленного владельцем свидетельства она удостоверяется, что такая программа обеспечивает уровень безопасности не ниже установленного в пункте 2.
- б) Для обозначения того, что контейнер эксплуатируется в соответствии с одобренной программой непрерывного наблюдения, на контейнере на Табличке о допущении по условиям безопасности или как можно ближе к ней должны быть нанесены буквы "ACER" и указана Договаривающаяся Сторона, одобравшая программу.

- c) Все осмотры, производимые согласно такой программе, должны устанавливать, имеет ли контейнер дефекты, создающие опасность для человека. Осмотры должны производиться в связи с существенным ремонтом, восстановительным ремонтом либо при приеме/сдаче в аренду, но не реже одного раза в 30 месяцев.
- d) В качестве переходной меры любые требования об указании того, что контейнер эксплуатируется в соответствии с одобренной программой непрерывного наблюдения, не должны применяться до 1 января 1987 года. Однако Администрация может устанавливать более строгие требования к контейнерам своих (национальных) владельцев."

Пункт 5 становится пунктом 4.

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**EMENDADAS DE 1983 A LOS ANEXOS I Y II DEL CONVENIO INTERNACIONAL  
SOBRE LA SEGURIDAD DE LOS CONTENEDORES (CSC)**

**1 MARCAS INDICADORAS DEL PESO BRUTO MAXIMO DEL CONTENEDOR**  
**ANEXO I. REGLA 1. PARRAFO 1**

Placa de aprobación relativa a la seguridad

El párrafo 1 actual pasa a ser 1 a), y se añaden los dos párrafos siguientes:

- "b) Toda marca indicadora del peso bruto máximo que se coloque en un contenedor cuya construcción comience el 1 de enero de 1984 o posteriormente, se ajustará a la información correspondiente al peso bruto máximo que figure en la placa de aprobación relativa a la seguridad.
- c) Toda marca indicadora del peso bruto máximo que se coloque en un contenedor cuya construcción haya comenzado antes del 1 de enero de 1984, quedará ajustada a la información correspondiente al peso bruto máximo que figure en la placa de aprobación relativa a la seguridad, a más tardar el 1 de enero de 1989."

**2 MARCAS PARA LA MANIPULACION DE CONTENEDORES VACIOS**

En el Anexo II, supíñase el párrafo 3 que figura bajo el encabezamiento "Construcción".

**3 PRUEBA DE APILAMIENTO PARA CONTENEDORES-TANQUE**  
**ANEXO II. PRUEBA N° 2. "APILAMIENTO"**

Bajo el encabezamiento "Carga interior" y a continuación de las palabras "... igual a 1,8R." añádase la frase siguiente:

"Los contenedores-tanque podrán someterse a prueba en estado de tara".

**4 RESISTENCIA LONGITUDINAL (PRUEBA ESTATICA) PARA CONTENEDORES-TANQUE**  
**ANEXO II. PRUEBA N° 5**

Bajo el encabezamiento "Carga interior" y a continuación de las palabras "... peso bruto máximo de utilización, R.", añádase la frase siguiente:

"En el caso de un contenedor-tanque, cuando el peso de la carga interior más la tara sea inferior al peso bruto máximo, R, se aplicará una carga suplementaria al contenedor."

5    PROGRAMA APROBADO DE EXAMENES CONTINUOS  
ANEXO I, REGIA 2

Sustitúyanse los párrafos 2, 3 y 4 actuales por los siguientes:

- "2 a) El propietario de un contenedor aprobado examinará o hará que se examine el contenedor de conformidad con el procedimiento prescrito o aprobado por la Parte Contratante interesada, a intervalos apropiados según las condiciones de utilización.
- b) La fecha (mes y año) de expiración del plazo dentro del cual haya de someterse un contenedor nuevo a su primer examen deberá ir marcada en la placa de aprobación relativa a la seguridad.
- c) La fecha (mes y año) ..... (continúa con el mismo texto que en el párrafo 3 supra).
- d) (Como en el párrafo 4 anterior, excepto que en lugar de "24 meses" debe decir "30 meses").
- 3 a) En lugar de lo dispuesto en el párrafo 2, la Parte Contratante interesada podrá aprobar un programa de exámenes continuos si, vistas las pruebas aportadas por el propietario, queda convencida de que dicho programa ofrece un grado de integridad no inferior al estipulado en el párrafo 2 supra.
- b) A fin de indicar que el contenedor se utiliza ajustado a un programa aprobado de exámenes continuos, se colocará en el contenedor, sobre la placa de aprobación relativa a la seguridad o lo más cerca posible de ella, una marca con la sigla "ACEP" y una identificación de la Parte Contratante que haya aprobado el programa.
- c) En todos los exámenes realizados con arreglo a tal programa se determinará si el contenedor tiene algún defecto que pueda entrañar un riesgo para cualquier persona. Estos exámenes se realizarán cuando se efectúen reparaciones importantes o renovaciones, o al comenzar o finalizar un periodo de alquiler, y en todo caso al menos una vez cada 30 meses.

- d) Como disposición transitoria, el cumplimiento de cualesquiera prescripciones relativas a la marca indicadora de que el contenedor se utiliza ajustado a un programa aprobado de exámenes continuos se aplazará hasta el 1 de enero de 1987. No obstante, la Administración podrá establecer prescripciones más rigurosas para los contenedores pertenecientes a sus propios propietarios (súbditos suyos)."

El párrafo 5 actual pasa a ser el párrafo 4.

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此系 1972 年 12 月 2 日订于日内  
 瓦的国际集装箱安全公约 (CSC) 附件  
 一和二修正案的中文文本核正无误的副  
 本。修正案于 1983 年 6 月 13 日由海  
 上安全委员会和出席会议的各缔约方按  
 照该公约第十条第 2 款的规定经表决通  
 过。修正案原本由国际海事组织秘书长  
 保存。

Certified true copy of the English text of the Amendments to Annexes I and II of the International Convention for Safe Containers (CSC), done at Geneva on 2 December 1972, which were adopted on 13 June 1983 by the Maritime Safety Committee and Contracting Parties present and voting in accordance with Article X, paragraph 2 of the Convention, and the original of which is deposited with the Secretary-General of the International Maritime Organization.

Copie certifiée du texte français des amendements aux Annexes I et II de la Convention internationale sur la sécurité des conteneurs (CSC), faite à Genève le 2 décembre 1972, qui ont été adoptés le 13 juin 1983 par le Comité de la sécurité maritime et les Parties contractantes présentes et votantes conformément aux dispositions du paragraphe 2 de l'article X de la Convention et dont l'original est déposé auprès du Secrétaire général de l'Organisation maritime internationale.

Заверенная подлинная копия русского текста поправок к Приложениям I и II Международной конвенции по безопасности контейнеров (КБК), содережимой в Женеве 2 декабря 1972 года, которые были приняты 13 июня 1983 года Комитетом по безопасности на море и Договаривающимися Сторонами, присутствующими и голосующими, в соответствии с пунктом 2 статьи X Конвенции, и оригинал которых сдается на хранение Генеральному секретарю Международной морской организации.

Copia auténtica certificada del texto español de las Enmiendas a los Anexos I y II del Convenio internacional sobre la seguridad de los contenedores (CSC), fechado en Ginebra el 2 de diciembre de 1972, que fueron aprobadas el 13 de junio de 1983 por el Comité de Seguridad Marítima y por las Partes Contratantes presentes y votantes de conformidad con lo dispuesto en el párrafo 2 del Artículo X del Convenio, el original del cual ha sido depositado ante el Secretario General de la Organización Marítima Internacional.

# **NORWAY**

## **Defense: Personnel Exchange**

*Memorandum of understanding signed at Oslo and Washington  
November 14, 1983 and January 5, 1984;  
Entered into force January 5, 1984.*

## MEMORANDUM OF UNDERSTANDING

ON THE

EXCHANGE OF OFFICERS BETWEEN THE UNITED STATES  
AIR FORCE (USAF) AND THE ROYAL NORWEGIAN AIR FORCE (RNoAF)

ARTICLE I - GENERAL: THE UNITED STATES AIR FORCE (USAF) AND THE ROYAL NORWEGIAN AIR FORCE (RNoAF) HEREBY FORMALLY ESTABLISH AN OFFICER EXCHANGE PROGRAM FOR THE PURPOSE OF MAINTAINING AN ACTIVE RELATIONSHIP BETWEEN THE TWO SERVICES. THIS MEMORANDUM OF UNDERSTANDING (MOU) SETS FORTH THE GENERAL TERMS AND CONDITIONS WHICH WILL GOVERN THE EXCHANGE PROGRAM AND BY WHICH THE EXPERIENCE, PROFESSIONAL KNOWLEDGE AND DOCTRINE OF BOTH SERVICES WILL BE SHARED FOR MAXIMUM MUTUAL BENEFIT TO THE EXTENT PERMISSIBLE UNDER EXISTING POLICIES, LAWS, AND REGULATIONS OF THE UNITED STATES OF AMERICA AND NORWAY. THE EXCHANGE PROGRAM OPERATES UNDER THE CONCEPT OF A ONE-FOR-ONE RECIPROCAL EXCHANGE OF FULLY QUALIFIED OFFICERS, OF EQUAL GRADES IF POSSIBLE.

ARTICLE II - DEFINITIONS: FOR THE PURPOSE OF THIS MOU, THE FOLLOWING DEFINITIONS APPLY:

- (1) "EXCHANGE OFFICER" - AN AIR FORCE OFFICER ON ACTIVE DUTY WITH THE PARENT SERVICE WHO IS PRESENT IN THE TERRITORY OF THE HOST SERVICE PURSUANT TO THIS EXCHANGE PROGRAM.
- (2) "PARENT SERVICE" - THE AIR FORCE TO WHICH THE EXCHANGE OFFICER BELONGS.
- (3) "HOST SERVICE" - THE AIR FORCE TO WHICH THE EXCHANGE

OFFICER IS ATTACHED PURSUANT TO THIS EXCHANGE PROGRAM.

(4) "PARENT GOVERNMENT" — THE GOVERNMENT TO WHICH THE PARENT SERVICE BELONGS.

(5) "HOST GOVERNMENT" — THE GOVERNMENT TO WHICH THE HOST SERVICE BELONGS.

ARTICLE III - STATUS OF FORCES: THE AGREEMENT BETWEEN THE PARTIES TO THE NORTH ATLANTIC TREATY REGARDING THE STATUS OF THEIR FORCES, SIGNED JUNE 19, 1951,<sup>[1]</sup> IS APPLICABLE TO EXCHANGE OFFICERS.

ARTICLE IV - DUTY ASSIGNMENT:

(1) TRAINING PROVIDED TO AN EXCHANGE OFFICER BY THE HOST SERVICE WILL BE STRICTLY LIMITED TO SHORT COURSES OF INSTRUCTION WHICH ARE PART OF THE NORMAL FAMILIARIZATION AND CHECKOUT PROCESS FOR HOST SERVICE PERSONNEL REPORTING TO A PARTICULAR DUTY STATION.

(2) IN NO CASE MAY EXCHANGE OFFICERS BE ASSIGNED TO A POSITION WHICH WOULD REQUIRE EXERCISE OF COMMAND OVER PERSONNEL OF THE HOST SERVICE.

(3) IN NO CASE WILL EXCHANGE OFFICERS BE ASSIGNED TO ANY UNIT OF THE HOST SERVICE PARTICIPATING IN COMBAT OPERATIONS, EXCEPT IN A NATO SCENARIO.

(4) EXCHANGE OFFICERS WILL NOT BE PLACED ON DUTY OR IN A POSITION IN AREAS OF POLITICAL SENSITIVITY WHERE THEIR PRESENCE WOULD JEOPARDIZE THE INTERESTS OF THEIR PARENT GOVERNMENT/SERVICE.

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<sup>1</sup> TIAS 2846; 4 UST 1792.

ARTICLE V - SELECTION CRITERIA AND UTILIZATION: THE SELECTION OF EXCHANGE OFFICERS SHALL BE ON A HIGHLY SELECTIVE BASIS FROM AMONG THE OFFICERS IN THE PARENT SERVICE. THE PARENT SERVICE SHALL BE SOLELY RESPONSIBLE IN THE SELECTION OF ITS EXCHANGE OFFICER BASED ON THE FOLLOWING CRITERIA:

- (1) OFFICERS SELECTED FOR EXCHANGE DUTY SHALL HAVE DEMONSTRATED CAPABILITIES FOR FUTURE POSITIONS OF GREATER RESPONSIBILITY.
- (2) MUST BE WELL-VERSED IN THE CURRENT PRACTICES AND DOCTRINE OF THEIR SERVICE IN THE FIELD OF ASSIGNMENT.
- (3) MUST POSSESS THE MINIMUM ACADEMIC QUALIFICATIONS AND EXPERIENCE FOR THE POSITIONS THEY WILL OCCUPY.
- (4) MUST POSSESS THE SECURITY CLEARANCE(S) REQUIRED FOR THE POSITION.

ARTICLE VI - TOUR LENGTH: THE NORMAL TOUR OF DUTY FOR EXCHANGE OFFICERS, EXCLUSIVE OF TRAVEL TIME BETWEEN COUNTRIES, WILL BE FOR A PERIOD OF TWO YEARS. ANY TIME REQUIRED FOR A FORMAL COURSE(S) OF INSTRUCTION WILL BE IN ADDITION TO THE NORMAL TOUR. EXCEPTIONS AND/OR ADJUSTMENTS OF AN OFFICER'S TOUR WILL BE BASED ON MUTUAL AGREEMENT.

ARTICLE VII - ADMINISTRATION AND CONTROL: ADMINISTRATION AND CONTROL OF EXCHANGE OFFICER ACTIVITIES SHALL BE AS PRESCRIBED BY THE PARENT SERVICE:

- (1) USAF EXCHANGE OFFICERS ON EXCHANGE WITH THE ROYAL NORWEGIAN AIR FORCE WILL BE UNDER THE ADMINISTRATIVE SUPERVISION OF THE CHIEF, USAF EXCHANGE PROGRAM LONDON.

(2) NORWEGIAN EXCHANGE OFFICERS ON DUTY WITH THE USAF WILL BE UNDER THE ADMINISTRATIVE CONTROL OF THE EMBASSY OF NORWAY, WASHINGTON, DC.

ARTICLE VIII - DISCIPLINE:

(1) EXCHANGE OFFICERS WILL COMPLY WITH THE REGULATIONS, ORDERS, INSTRUCTIONS AND CUSTOMS OF THE HOST SERVICE INSOFAR AS THEY ARE APPLICABLE AND CONSISTENT WITH LAWS OR REGULATIONS OF THE PARENT GOVERNMENT/SERVICE.

(2) AN OFFICER WHO COMMITS AN OFFENSE AGAINST THE MILITARY LAWS OR REGULATIONS OF EITHER THE PARENT OR HOST SERVICE MAY BE WITHDRAWN FROM THE EXCHANGE PROGRAM WITH A VIEW TOWARD FURTHER ADMINISTRATIVE OR DISCIPLINARY ACTION BY THE PARENT SERVICE. NO DISCIPLINARY ACTION WILL BE INITIATED BY THE HOST SERVICE AGAINST EXCHANGE PERSONNEL.

(3) EXCHANGE OFFICERS WILL NOT EXERCISE DISCIPLINARY POWERS OVER PERSONNEL OF THE HOST SERVICE.

(4) CONSISTENT WITH PARAGRAPH (1) OF THIS ARTICLE, EXCHANGE OFFICERS ARE SUBJECT TO THE LEGAL COMMANDS OF OFFICERS OF THE HOST SERVICE WHO ARE SENIOR IN RANK TO THEM INSOFAR AS THE ORDERS ARE RELATED TO THE EXCHANGE PROGRAM.

(5) AT THE REQUEST OF COMPETENT AUTHORITIES OF THE PARENT SERVICE, AND TO THE EXTENT PERMITTED BY HOST GOVERNMENT/SERVICE LAW AND REGULATIONS, THE HOST SERVICE WILL COOPERATE IN ADMINISTRATIVE OR DISCIPLINARY ACTION TAKEN BY THE PARENT SERVICE AGAINST AN EXCHANGE OFFICER.

ARTICLE IX - SECURITY: EXCHANGE OFFICERS WILL COMPLY AT ALL TIMES WITH SECURITY REGULATIONS OF THE HOST GOVERNMENT. EXCHANGE OFFICERS WILL BE ALLOWED ACCESS TO CLASSIFIED INFORMATION AS AUTHORIZED BY THE HOST COUNTRY TO THE EXTENT NECESSARY FOR THE PERFORMANCE OF THEIR DUTIES. FURTHER, EXCHANGE OFFICERS WILL RECOGNIZE AND RESPECT THE HOST COUNTRY POLICIES IN DENYING ACCESS TO CERTAIN CLASSIFIED INFORMATION.

ARTICLE X - USE OF FACILITIES: PURCHASING AND PATRONAGE PRIVILEGES AT MILITARY COMMISSARIES, EXCHANGES, THEATERS AND CLUBS SHALL BE EXTENDED TO EXCHANGE OFFICERS ON THE SAME BASIS AS EQUIVALENT PERSONNEL OF THE HOST SERVICE. THIS PARAGRAPH SHALL NOT, HOWEVER, LIMIT PRIVILEGES SET FORTH ELSEWHERE IN THIS MOU OR OTHER PRIVILEGES GRANTED BY THE HOST GOVERNMENT AT ITS DISCRETION.

ARTICLE XI - FLYING STATUS AND USE OF FLYING FACILITIES: EXCHANGE OFFICERS WHO POSSESS CURRENT AERONAUTICAL RATINGS, ARE QUALIFIED TO PERFORM IN THEIR RATED SPECIALTY, AND ARE REQUIRED BY THE HOST OR PARENT SERVICE TO FLY FOR PROFICIENCY OR TO QUALIFY FOR FLIGHT PAY WILL BE ASSIGNED TO FLYING STATUS OR PERMITTED USE OF AVAILABLE FLYING FACILITIES ACCORDING TO HOST SERVICE REGULATIONS.

ARTICLE XII - UNIFORM: EXCHANGE OFFICERS WILL COMPLY WITH THE DRESS REGULATIONS OF THE PARENT SERVICE. THE ORDER OF DRESS FOR ANY OCCASION IS TO BE THAT WHICH MOST NEARLY CONFORMS TO THE

ORDER FOR THE PARTICULAR UNIT OF THE HOST SERVICE WITH WHICH THEY ARE SERVING. CUSTOMS OF THE HOST SERVICE WILL BE OBSERVED WITH RESPECT TO WEARING OF CIVILIAN CLOTHES.

ARTICLE XIII - LEAVE AND PASSES: EXCHANGE OFFICERS MAY BE GRANTED LEAVE AND PASSES ACCORDING TO THEIR ENTITLEMENTS UNDER THE REGULATION OF THE PARENT SERVICE, PROVIDED SUCH IS APPROVED BY THE PROPER AUTHORITIES OF THE HOST SERVICE. EXCHANGE OFFICERS MAY OBSERVE THE HOLIDAY SCHEDULES OF BOTH PARENT AND HOST SERVICE GOVERNMENTS AS MUTUALLY AGREED.

ARTICLE XIV - QUARTERS AND MESSING: THE HOST SERVICE MAY PROVIDE, IF AVAILABLE, QUARTERS AND MESSING FOR THE EXCHANGE OFFICER ON THE SAME BASIS AND TO THE SAME EXTENT THAT IT PROVIDES QUARTERS AND MESSING FOR ITS OWN OFFICERS. THE EXCHANGE OFFICER IS RESPONSIBLE FOR PAYING CHARGES MADE BY THE HOST GOVERNMENT FOR QUARTERS, MESSING, AND OTHER SERVICES PROVIDED BY THE HOST GOVERNMENT.

ARTICLE XV - MEDICAL AND DENTAL SERVICES: EXCHANGE OFFICERS AND THEIR DEPENDENTS SHALL BE GRANTED ACCESS TO MILITARY MEDICAL AND DENTAL SERVICES TO THE SAME EXTENT THAT THE HOST SERVICE PROVIDES SUCH SERVICES TO ITS OWN OFFICERS AND THEIR DEPENDENTS, SUBJECT TO REIMBURSEMENT WHEN REQUIRED BY HOST GOVERNMENT LAWS AND REGULATIONS.

ARTICLE XVI - FINANCIAL RESPONSIBILITIES: THE FOLLOWING FINANCIAL RESPONSIBILITIES APPLY TO THE USAF/RNoAF EXCHANGE PROGRAM:

(1) TO THE EXTENT AUTHORIZED BY ITS LAWS, RULES, REGULATIONS AND POLICIES, THE PARENT GOVERNMENT IS RESPONSIBLE DURING THE PERIOD OF THE EXCHANGE FOR THE FOLLOWING:

(A) BASIC PAY AND CASH ALLOWANCES DUE THE EXCHANGE OFFICER.

(B) ALL PERMANENT CHANGE OF STATION COSTS INCLUDING PER DIEM AND OTHER TRAVEL ALLOWANCES.

(C) TEMPORARY DUTY (TDY) COSTS INCLUDING PER DIEM AND OTHER TRAVEL ALLOWANCES OTHER THAN BASIC COST OF TRANSPORTATION WHEN TDY IS DIRECTED BY THE HOST GOVERNMENT.

(D) COMPENSATION FOR LOSS OF, OR DAMAGE TO, THE UNIFORM OR OTHER PERSONAL EQUIPMENT OF THE EXCHANGE OFFICER.

(E) COST OF MOVEMENT OF DEPENDENTS AND HOUSEHOLD EFFECTS OF EXCHANGE OFFICERS AS AUTHORIZED BY THE PARENT GOVERNMENT.

(F) COST OF SHIPMENT OF REMAINS AND FUNERAL EXPENSES IN THE EVENT OF DEATH OF THE EXCHANGE OFFICER OR DEPENDENT(S).

(G) EXPENDITURES IN CONNECTION WITH ANY SPECIAL DUTY PERFORMED ON BEHALF OF THE PARENT GOVERNMENT.

(H) EXPENSES INCURRED IN THE INTEREST OF DEPENDENTS PERMITTED TO ACCOMPANY OR JOIN THE EXCHANGE OFFICER. UNDER THE LAWS OF THE PARENT GOVERNMENT, THE EXCHANGE OFFICER MAY BE PERSONALLY RESPONSIBLE FOR SUCH EXPENSES.

(I) CHARGES FOR MEDICAL AND DENTAL CARE FURNISHED TO AN EXCHANGE OFFICER OR HIS DEPENDENTS WHICH ARE REIMBURSABLE UNDER APPLICABLE HOST COUNTRY LAWS OR REGULATIONS.

(J) COSTS OF FORMAL OR INFORMAL TRAINING AND PROFESSIONAL MILITARY EDUCATION (EXCLUDING SHORT COURSES OF BRIEF DURATION, REFERRED TO IN ARTICLE IV(1) OF THIS MOU, DIRECTLY RELATED TO ACQUAINTING A FULLY QUALIFIED EXCHANGE OFFICER WITH UNIQUE PROCEDURES INHERENT IN THE JOB ASSIGNMENT WITH THE HOST GOVERNMENT, SUCH AS CHECKOUT SAFETY FLIGHTS AND FAMILIARIZATION).

(K) ANY OTHER SERVICES AND EXPENSES FOR EXCHANGE PERSONNEL AND THEIR DEPENDENTS WHICH ARE NOT THE RESPONSIBILITY OF THE HOST GOVERNMENT UNDER SUBPARAGRAPH (2) OF THIS ARTICLE.

(2) TO THE EXTENT AUTHORIZED BY ITS LAWS, THE HOST GOVERNMENT IS RESPONSIBLE DURING THE EXCHANGE PERIOD FOR THE FOLLOWING:

(A) THE BASIC COST OF TRANSPORTATION WHEN TEMPORARY DUTY IS DIRECTED BY THE HOST GOVERNMENT. PER DIEM AND OTHER TRAVEL ALLOWANCES WILL BE PAID BY THE PARENT GOVERNMENT.

(B) COST OF USE OF FACILITIES TO MAINTAIN FLYING PROFICIENCY.

ARTICLE XVII - REPORTS AND EVALUATION: REPORTS WHICH EXCHANGE OFFICERS MAY BE REQUIRED TO MAKE BY THEIR OWN SERVICE OR WHICH THEY WISH TO MAKE CONCERNING THEIR EXCHANGE DUTIES WILL BE SUBMITTED AS FOLLOWS:

(1) USAF EXCHANGE OFFICERS WILL FORWARD THEIR END OF TOUR REPORTS TO THE RNOAF WITH AN INFORMATION COPY THROUGH THE CHIEF, USAF EXCHANGE PROGRAM, LONDON.

(2) THE RNOAF EXCHANGE OFFICER WILL FORWARD HIS END OF TOUR REPORT, IN ENGLISH ONLY, THROUGH ESTABLISHED USAF SERVICE CHANNELS VIA HQ USAF, INTERNATIONAL AFFAIRS DIVISION, FOR FORWARDING TO THE AIR FORCE ATTACHE, NORWEGIAN EMBASSY,

WASHINGTON, DC, AND IN TURN TO HEADQUARTERS RNoAF.

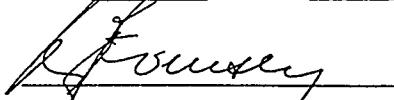
(3) EXCHANGE OFFICERS WILL HAVE LETTERS OF EVALUATION RENDERED BY THEIR IMMEDIATE HOST SERVICE SUPERIOR. SUCH REPORTS WILL BE FORWARDED TO THE EXCHANGE OFFICER'S PARENT SERVICE THROUGH APPROPRIATE CHANNELS.

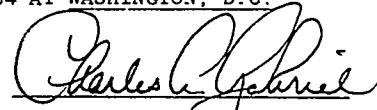
ARTICLE XVIII - EFFECTIVITY, REVIEW, AND TERMINATION: THIS MOU IS EFFECTIVE WHEN SIGNED BY BOTH PARTIES; WILL BE REVIEWED ONCE IN EVERY TWO YEARS AND MAY BE TERMINATED BY EITHER SERVICE UPON 120 DAYS WRITTEN NOTICE OF SUCH TERMINATION.

IN WITNESS WHEREOF, THE PARTIES HERETO AFFIXED THEIR SIGNATURE

THIS MON        DAY OF 14 NOV     1983 AT RNoAF HQ Oslo.

THIS THURS      DAY OF 5 JAN     1984 AT WASHINGTON, D.C.

  
Magne T. Sørensen  
ROYAL NORWEGIAN AIR FORCE  
MAGNE T SØRENSEN  
MAJOR GENERAL  
INSPECTOR GENERAL OF RNoAF HQ

  
Charles A. Gabriel  
UNITED STATES AIR FORCE  
CHARLES A. GABRIEL  
GENERAL, USAF  
CHIEF OF STAFF, USAF

BY:

BY:

## **THE GAMBIA**

### **Defense: International Military Education and Training (IMET)**

*Agreement effected by exchange of notes  
Signed at Banjul December 27, 1983 and January 5, 1984;  
Entered into force January 5, 1984.*

*The American Embassy to the Gambian Ministry of External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 82

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Republic of The Gambia and has the honor to refer to certain requirements of United States law concerning the provision of training related to Defense Articles under the United States International Military Education and Training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to Defense Articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training.

These conditions are:

1. That the recipient government will not, without the consent of the United States government:
  - A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;
  - B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or
  - C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States government;
2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States government.

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to representatives of the United States government with regard to the use of such training (including training materials) and that the recipient country will return to the United States government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States government consents to some other disposition.

Inasmuch as the IMET program with the Government of The Gambia may include training related to Defense Articles with respect to which the agreement of the Government of The Gambia to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of External Affairs shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

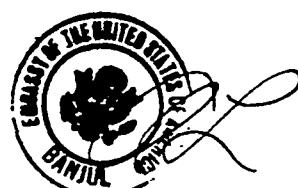
The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs the assurances of its highest consideration.

Ministry of External Affairs

The Quadrangle,

Banjul, The Gambia,

December 27, 1983.



*The Gambian Minister of External Affairs to the American Charge  
d'Affaires ad interim*

Ministry of External Affairs,  
The Quadrangle,  
BANJUL,  
The Gambia.

MEN/6123/(164-OGS)

5 January 1984.

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note No. 82 dated 27th December 1983 concerning the conditions for conclusions of an agreement between our two Governments relating to the training of Gambians under the International Military Education and Training (IMET) programme.

I am pleased to inform you that the Government of The Gambia has accepted the conditions in your Excellency's said Note which reads as follows:

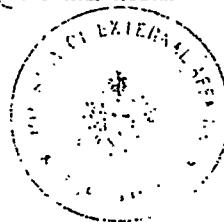
1. That the recipient government will not, without the consent of the United States government:
  - A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;
  - B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or
  - C. Use or permit the use of such training (including training materials) for purpose other than those for which furnished by the United States government;
2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States government.
3. That the recipient country will permit continuous observation and review by, and furnish necessary information to representatives of the United States government with regard to the use of such training (including training materials) and that the recipient country will return to the United States government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States government consents to some other disposition.

TIAS 10916

I therefore propose that this Note in reply to your Excellency Note under reference constitutes an agreement between our two Governments to enter into force with immediate effect.

Please accept the assurances of my highest considerations.

*Lamin Kiti JABANG*  
Lamin Kiti JABANG  
Minister of External Affairs



H.E. Mr. Alan LOGAN,  
Charge'd'Affaires, a.i.  
Embassy of the United States of America,  
BANJUL,  
The Gambia.

**MACAO**  
**Trade in Textiles and Textile Products**

*Agreement effected by exchange of letters  
Signed at Hong Kong and Macao December 28, 1983  
and January 9, 1984;  
Entered into force January 9, 1984;  
Effective January 1, 1984.*

*The American Consulate General to the Government of Macao*

No. 13

The Consulate General of the United States of America presents its compliments to the Government of Macau and has the honor to refer to the Arrangement Regarding International Trade In Textiles, with annexes (hereinafter referred to as the Arrangement) done at Geneva on December 20, 1973, and extended by protocol adopted on December 22, 1981.<sup>[1]</sup>

The Consulate General also has the honor to refer to discussions between representatives of the Government of the United States of America and the Government of Macau October 24 and 25, 1983, concerning exports to the United States of cotton, wool and man-made fiber textiles and textile products manufactured in Macau. As a result of those discussions, and in conformity with article 4 of the Arrangement, the Consulate General has the honor to propose the following Agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between the Government of the United States of America and the Government of Macau.

Textile Agreement

1. The term of the Agreement shall be the five-year period from January 1, 1984 through December 31, 1988. An "agreement year" shall be a calendar year, with the first agreement year commencing on January 1, 1984 and ending on December 31, 1984.
2. (A) Textiles and textile products covered by this Agreement are those summarized in Annex A.  
  
(B) Tops, yarns, piece goods, made-up articles, garments and other textile manufactured products, all being products which derive their chief characteristics from their textile components, of cotton, wool, or man-made fibers, or blends thereof, in which any or all of those fibers represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to this Agreement:  
  
(C) For the purpose of this Agreement, textile products shall be classified as cotton, wool, or man-made fiber textiles if wholly or in chief value of any of these fibers. Any products covered by sub-paragraph 2(B) but not in chief value of cotton, wool or man-made fiber shall be classified as :  
  
(I) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component;

<sup>[1]</sup>TIAS 7840, 10328; 25 UST 1001; 33 UST 4516.

- (II) Wool textiles if not cotton, and wool equals or exceeds 17 percent by weight of all component fibers; and
  - (III) Man-made fiber textiles if neither of the foregoing applies.
3. (A) Cotton and man-made fiber categories shall be classified in group I, and wool categories shall be classified in group II.
- (B) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this Agreement except that the categories below are merged and treated as single categories:

<u>Categories Merged</u>	<u>Designation in Agreement</u>	<u>Sub-Categories</u>
333, 334, 335	333/4/5	(333/5)
347, 348	347/8	None
445, 446	445/6	None
633, 634, 635	633/4/5	None
638, 639	638/9	None
645, 646	645/6	None
647, 648	647/8	None

For purposes of computing charges to the aggregate, group and specific limits and the sublimit for the categories and sub-categories cited above, rates of conversion for individual categories set out in Annex A shall be applied.

4. Commencing with the first agreement year, and during each succeeding agreement year, the Government of Macau shall limit annual exports from Macau to the United States of America of cotton, wool, and man-made fiber textiles and textile products manufactured in Macau to the limits specified in Annex B, as such limits may be adjusted in accordance with paragraphs 6, 7, 8 and 12.
5. (A) Categories not subject to specific limits are subject to consultation levels and are subject to group and aggregate limits as stated in Annex B. Except as specified in Annex C, consultation levels for each agreement year shall be 1,000,000 square yards equivalent for cotton and man-made fiber non-apparel categories, 700,000 square yards equivalent for cotton and man-made fiber apparel categories and 100,000 square yards equivalent for all wool categories.
- (B) In the event the Government of Macau wishes to permit exports to the United States of America in any category in excess of the applicable consultation level during any agreement year, the Government of Macau shall request consultations with the Government of the United States of America and the Government of the United States of America shall enter into such consultations. Until agreement on a different level of exports is reached, the Government of Macau shall limit exports to the United States in the category in question to the applicable consultation level.

6. During any agreement year, and within the aggregate limit for such agreement year, the group limits set out in Annex B applicable to such agreement year may be exceeded by not more than 7 percent in the case of group I and by not more than 3 percent in the case of group II. Adjustments made pursuant to this paragraph are in addition to those pursuant to paragraph 8.

7. During any agreement year, and within the aggregate and applicable group limits for such agreement year, as they may be adjusted pursuant to paragraphs 6 and 8, any specific limit or sublimit set out in Annex B may be exceeded ("swing") by not more than:

7 percent if included in Group I, and  
5 percent if included in Group II.

8. (A) In any agreement year, in addition to any adjustment pursuant to paragraphs 6 and 7, exports may exceed by a maximum of 11 percent (6 percent during the first agreement year) the aggregate limit, and any group or specific limit or sub-limit by allocating to such limits for that agreement year an unused portion of the corresponding limit for the previous agreement year ("carryover") or a portion of the corresponding limit for the succeeding agreement year ("carryforward"), all adjustments being calculated based on limits as set out in annex B, subject to the following conditions:

(I) Carryover may be used as available up to 11 percent of the receiving agreement year's applicable limit, provided, however, that no carryover shall be available for application during the first agreement year;

(II) The combination of carryover and carryforward shall not exceed 11 percent of the receiving agreement year's applicable limit;

(III) Carryforward may be used up to 6 percent of the receiving agreement year's applicable limit. The immediately following agreement year's corresponding limit will be adjusted downward by the amount of carryforward used. No carryforward shall be available in the last agreement year.

(B) For purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from Macau to the United States of America during an agreement year, plus charges for overshipments made in preceding years, are below the aggregate limit or any applicable specific limit or group limit set out in Annex B, as decreased pursuant to paragraphs 8 (A)(III), or 12(B), or pursuant to other mutually agreed upon amendments. In the agreement year following the shortfall, such exports from Macau to the United States of America may be permitted to exceed the applicable limits, subject to conditions set forth above, by carryover of shortfall in the following manner:

(I) The carryover shall not exceed the amount of shortfall in the aggregate limit or any applicable group or specific limit or sub-limit;

(II) In the case of shortfall in a group or category subject to a specific limit or sub-limit, the shortfall shall be used in the group limit, specific limit or sublimit in which the shortfall occurred.

9. The Government of the United States of America may apply adjustments under paragraphs 7 and 8 to any limit set out in annex B whenever that adjustment appears appropriate to facilitate the flow of trade and the sound administration of the Agreement. To the extent that such adjustments are actually utilized, they will be implemented by means of carryover, swing and carryforward, in that order. Any unused carryforward will be re-credited to the following agreement year's limit. This procedure will not prejudice the outcome of any consultations that may be held between the two Governments concerning the amounts of available carryover and the carryforward used.
10. (A) Mutually satisfactory administrative arrangements or adjustments may be made to resolve problems arising in the implementation of this Agreement, including differences on points of procedure or operation.  
(B) The Government of the United States of America and the Government of Macau agree to consult upon the request of either government on any question arising in the implementation of this Agreement.  
(C) The Government of the United States of America and the Government of Macau may at any time propose revisions in the terms of this Agreement. Each government agrees to consult promptly with the other government about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.
11. The Government of Macau shall administer its export control system under this Agreement. The Government of the United States of America may assist the Government of Macau in implementing the limitation provisions of this Agreement by controlling imports of textiles and textile products covered by this Agreement.
12. (A) Exports from Macau in excess of authorized limits in any agreement year may be denied entry into the United States. Any such shipments having been denied entry, may be permitted entry into the United States and charged to the applicable limit in the succeeding agreement year.  
(B) If, during an agreement year, exports from Macau are allowed entry into the United States of America in excess of authorized limits, the applicable limits in the succeeding agreement year will be adjusted downward by the amount of the excess shipments.  
(C) Any action taken pursuant to sub-paragraph 12(A) and (B) above will not prejudice the rights of either side regarding consultations.

13. The Government of Macau shall use its best efforts to space exports from Macau to the United States of America within each category evenly throughout each agreement year, taking into consideration normal seasonal factors.
14. (A) The Government of the United States of America shall promptly supply the Government of Macau with data on monthly imports of cotton, wool and man-made fiber textiles and textile products into the United States of America from Macau.  
(B) The Government of Macau shall promptly supply the Government of the United States of America with data on monthly exports of cotton, wool and man-made fiber textiles and textile products from Macau to the United States of America.  
(C) Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this Agreement requested by the other Government.
15. In conformity with article 8 of the Arrangement, the Governments of Macau and the United States of America shall cooperate to avoid circumvention of the Agreement.
16. If the Government of Macau considers that, as a result of limitations specified in the Agreement, Macau is being placed in an inequitable position vis-a-vis a third party, the Government of Macau may request consultations with the Government of the United States of America with the view of taking appropriate remedial action such as reasonable modification of this Agreement.
17. For the duration of this Agreement, the Government of the United States of America shall not invoke the procedures of article 3 of the Arrangement to request restraint on the export of cotton, wool and man-made fiber textiles and textile products covered by this Agreement from Macau to the United States of America. Each Government reserves its rights under the Arrangement with respect to textiles and textile products not subject to this Agreement.
18. The visa system established by letters dated August 21, 1981 between the Governments of the United States of America and Macau will remain in force.
19. Either Government may terminate this Agreement, effective at the end of an agreement year, by written notice to the other Government, to be given at least 90 days prior to the end of such agreement year.

The Consulate General takes this opportunity to present assurances of its highest consideration to the Government of Macau.

American Consulate General  
26 Garden Road  
Hong Kong, December 28, 1983

ANNEX A

<u>Category</u>	<u>Description</u>	<u>Conversion Factor</u>	<u>Unit of Measure</u>
<u><b>YARN:</b></u>			
<u>Cotton</u>			
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
<u>Wool</u>			
400	Tops and Yarn	2.0	Lb.
<u>Man-Made Fiber</u>			
600	Textured	3.5	Lb.
601	Cont. Cellulosic	5.2	Lb.
602	Cont. Noncellulosic	11.6	Lb.
603	Spun Cellulosic	3.4	Lb.
604	Spun Noncellulosic	4.1	Lb.
605	Other Yarns	3.5	Lb.
<u>FABRIC:</u>			
<u>Cotton</u>			
310	Gingham	1.0	SYD
311	Velveteens	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD
315	Printcloths	1.0	SYD
316	Shirttings	1.0	SYD
317	Twills and Sateens	1.0	SYD
318	Yarn-Dyed	1.0	SYD
319	Duck	1.0	SYD
320	Other Fabrics, N.K.	1.0	SYD
<u>Wool</u>			
410	Woolens and Worsted	1.0	SYD
411	Tapestries and Upholstery	1.0	SYD
425	Knit	2.0	Lb.
429	Other Fabrics	1.0	SYD
<u>Man-Made Fiber</u>			
610	Cont. Cellulosic, N.K.	1.0	SYD
611	Spun Cellulosic, N.K.	1.0	SYD
612	Cont. Noncellulosic, N.K.	1.0	SYD
613	Spun Noncellulosic, N.K.	1.0	SYD
614	Other Fabrics, N.K.	1.0	SYD
625	Knit	7.8	Lb.
626	Pile and Tufted	1.0	SYD
627	Specialty	7.8	Lb.

<u>Category</u>	<u>Description</u>	<u>Conversion Factor</u>	<u>Unit of Measure</u>
<b><u>APPAREL:</u></b>			
	<u>Cotton</u>		
330	Handkerchiefs	1.7	Dz.
331	Gloves	3.5	DPr
332	Hosiery	4.6	DPr
333	Suit-Type Coats, M and B	36.2	Dz.
334	Other Coats, M and B	41.3	Dz.
335	Coats, W, G and I	41.3	Dz.
336	Dresses (Inc. Uniforms)	45.3	Dz.
337	Playsuits, Sunsuits Washsuits, Creepers	25.0	Dz.
338	Knit Shirts, (Inc. T-Shirts, Other and Sweatshirts) M and B	7.2	Dz.
339	Knit Shirts and Blouses (Inc. T-Shirts, Other & Sweatshirts) W, G and I	7.3	Dz.
340	Shirts, N.K.	24.0	Dz.
341	Blouses, N.K.	14.5	Dz.
342	Skirts	17.8	Dz.
345	Sweaters	36.8	Dz.
347	Trousers, Slacks, and Shorts (outer), M and B	17.8	Dz.
348	Trousers, Slacks and Shorts (outer) W, G and I	17.8	Dz.
349	Brassieres, etc.	4.8	Dz.
350	Dressing Gowns, Inc. Bathrobes, and Beachrobes, Lounging Gowns House Coats, and Dusters	51.0	Dz.
351	Pajamas and Other Nightwear	52.0	Dz.
352	Underwear (Inc. Union Suits)	11.0	Dz.
353	Down and Feather- filled Coats, Jackets and Vests, M and B	41.3	Dz.
354	Down and Feather- filled Coats, Jackets and Vests, W, G and I	41.3	Dz.
359	Other Apparel	4.6	Lb.

<u>Category</u>	<u>Description</u>	<u>Conversion Factor</u>	<u>Unit of Measure</u>
<u>Wool</u>			
431	Gloves	2.1	DPr
432	Hosiery	2.8	DPr
433	Suit-Type Coats, M AND B	36.0	Dz.
434	Other Coats, M and B	54.0	Dz.
435	Coats, W, G and I	54.0	Dz.
436	Dresses	49.2	Dz.
438	Knit Shirts and Blouses	15.0	Dz.
440	Shirts and Blouses, N.K.	24.0	Dz.
442	Skirts	18.0	Dz.
443	Suits, M and B	54.0	Dz.
444	Suits, W, G and I	54.0	Dz.
445	Sweaters, M and B	14.88	Dz.
446	Sweaters, W, G and I	14.88	Dz.
447	Trousers, Slacks and Shorts (outer), M and B	18.0	Dz.
448	Trousers, Slacks and Shorts (outer), W, G and I	18.0	Dz.
459	Other Wool Apparel	2.0	Lb.
<u>Man-Made Fiber</u>			
630	Handkerchiefs	1.7	Dz.
631	Gloves	3.5	DPr
632	Hosiery	4.6	DPr
633	Suit-Type Coats, M and B	36.2	Dz.
634	Other Coats, M and B	41.3	Dz.
635	Coats, W, G and I	41.3	Dz.
636	Dresses	45.3	Dz.
637	Playsuits, Sunsuit, Washsuits, etc.	21.3	Dz.
638	Knit Shirts, (Inc. T-Shirts), M and B	18.0	Dz.
639	Knit Shirts and Blouses (Inc. T-Shirts), W, G and I	15.0	Dz.
640	Shirts, N.K.	24.0	Dz.
641	Blouses, N.K.	14.5	Dz.
642	Skirts	17.8	Dz.
643	Suits, M and B	54.0	Dz.
644	Suits, W, G and I	54.0	Dz.
645	Sweaters, M and B	36.8	Dz.
646	Sweaters W, G and I	36.8	Dz.
647	Trousers, Slacks, and Shorts (outer), M and B	17.8	Dz.
648	Trousers, Slacks and Shorts (Outer), W, G and I	17.8	Dz.
649	Brassieres, etc.	4.8	Dz.

<u>Category</u>	<u>Description</u>	<u>Conversion Factor</u>	<u>Unit of Measure</u>
650	Dressing Gowns, Inc. Bath and Beach Robes	51.0	Dz.
651	Pajamas and Other Nightwear	52.0	Dz.
652	Underwear	16.0	Dz.
653	Down and Feather- filled Coats, Jackets and Vests, M and B	41.3	Dz.
654	Down and Feather-filled Coats, Jackets and Vests, W, G and I	41.3	Dz.
659	Other Wool Apparel	7.8	Lb.

MADE-UPS AND MISC.

	<u>Cotton</u>		
360	Pillowcases	1.1	Nos.
361	Sheets	6.2	Nos.
362	Bedspreads and Quilts	6.9	Nos.
363	Terry and Other Pile Towels	0.5	Nos.
369	Other Cotton Manufactures	4.6	Lb.
	<u>Wool</u>		
464	Blankets and Auto Robes	1.3	Lb.
465	Floor Covering	0.1	SFT
469	Other Wool Manufactures	2.0	Lb.
665	Floor Coverings	0.1	SFT
666	Other Furnishings	7.8	Lb.
669	Other Man-made Manufactures	7.8	Lb.

Annex B

## Aggregate Group, Specific Limits and Sublimits

First Agreement Year - 1984

Aggregate Limit is 57,931,537 Sye

Group I Limit (Cotton and Man-made Fibers) is 56,019,894 Sye

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Limit</u>
333/4/5 (333/335)	Coats	Doz.	111,470
338	Knit Shirts	Doz.	57,349
339	Knit Shirts and Blouses	Doz.	146,247
340	Woven Shirts	Doz.	622,246
341	Woven Blouses	Doz.	140,187
347/8	Trousers	Doz.	90,418
633/4/5	Coats	Doz.	333,900
638/9	Knit Shirts and Blouses	Sye	233,804
640	Woven Shirts	Doz.	12,014,535
641	Woven Shirts	Doz.	50,778
645/6	Sweaters	Doz.	84,046
647/8	Trousers	Doz.	126,445
			255,080

Group II limit (Wool) is 1,561,934 Sye

445/6	Sweaters	Doz.	70,672
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## Second Agreement Year - 1985

Aggregate Limit is 61,552,258 Sye

Group I Limit (Cotton and Man-made Fibers) is 59,521,137 Sye

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Limit</u>
333/4/5 (333/335)	Coats	Doz.	118,436
		Doz.	60,933
338	Knit Shirts	Doz.	155,387
339	Knit Shirts and Blouses	Doz.	661,136
340	Woven Shirts	Doz.	148,948
341	Woven Blouses	Doz.	96,069
347/8	Trousers	Doz.	354,768
633/4/5	Coats	Doz.	248,416
638/9	Knit Shirts	Sye	12,765,443
640	Woven Shirts	Doz.	53,951
641	Woven Blouses	Doz.	89,298
645/6	Sweaters	Doz.	134,347
647/8	Trousers	Doz.	271,022

Group II Limit (Wool) is 1,577,553 Sye

445/6      Sweaters      Doz.      71,378

## Third Agreement Year - 1986

Aggregate Limit is 65,399,274 Sye

Group I Limit (Cotton and Man-made Fibers) is 63,241,208 Sye

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Limit</u>
333/4/5 (333/335)	Coats	Doz.	125,839
		Doz.	64,741
338	Knit Shirts	Doz.	165,099
339	Knit Shirts and Blouses	Doz.	702,457
340	Woven Shirts	Doz.	158,257
341	Woven Blouses	Doz.	102,073
347/8	Trousers	Doz.	376,941
633/4/5	Coats	Doz.	263,942
638/9	Knit Shirts and Blouses	Sye.	13,563,283
640	Woven Shirts	Doz.	57,323
641	Woven Blouses	Doz.	94,880
645/6	Sweaters	Doz.	142,744
647/8	Trousers	Doz.	287,961

Group II Limit (Wool) is 1,593,328 Sye

445/6      Sweaters      Doz.      72,092

## Fourth Agreement Year - 1987

Aggregate Limit is 69,486,728 Sye.

Group I Limit (Cotton and Man-made Fibers) is 67,193,784 Sye.

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Limit</u>
333/4/5 (333/335)	Coats	Doz.	133,704
		Doz.	68,787
338	Knit Shirts	Doz.	175,417
339	Knit Shirts and Blouses	Doz.	746,360
340	Woven Shirts	Doz.	168,149
341	Woven Blouses	Doz.	108,453
347/8	Trousers	Doz.	400,500
633/4/5	Coats	Doz.	280,439
638/9	Knit Shirts and Blouses	Sye.	14,410,988
640	Woven Shirts	Doz.	60,906
641	Woven Blouses	Doz.	100,810
645/6	Sweaters	Doz.	151,666
647/8	Trousers	Doz.	305,958

Group II Limit (Wool) is 1,609,262 Sye

445/6      Sweaters      Doz.      72,813

## Fifth Agreement Year - 1988

Aggregate limit is 73,829,649 Sye

Group I Limit (Cotton and Man-made Fibers) is 71,393,395 Sye.

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Limit</u>
333/4/5 (333/335)	Coats	Doz.	142,060
		Doz.	73,087
338	Knit Shirts	Doz.	186,381
339	Knit Shirts and Blouses	Doz.	793,008
340	Woven Shirts	Doz.	178,658
341	Woven Blouses	Doz.	115,231
347/8	Trousers	Doz.	425,531
633/4/5	Coats	Doz.	297,966
638/9	Knit Shirts and Blouses	Sye.	15,311,675
640	Woven Shirts	Doz.	64,712
641	Woven Blouses	Doz.	107,110
645/6	Sweaters	Doz.	161,145
647/8	Trousers	Doz.	325,081

Group II Limit (Wool) is 1,625,354 Sye

445/6      Sweaters      Doz.      73,541

Annex CDesignated Consultation Levels

<u>Category</u>	<u>Description</u>	<u>Units</u>	<u>Level</u>
652	Underwear	Doz.	149,583
659	Other Apparel	Lbs.	203,724

*The Secretary for Economic Coordination, Government of Macao to the  
American Consulate General*



RESIDÉNCIA DO GOVERNO  
MACAU  
Gabinete do Secretário-Adjunto

008/C.E./84

January 9th, 1984.

The Consulate General of the  
United States of America  
Garden Road, Central  
Hong Kong.

Attn: Mr. Richard W. Mueller  
Chief, Economic Section

Dear Mr. Mueller,

Thank you for your letter dated December 30, 1983 and the enclosure of the corrected page 8 of Annex A which was omitted from original Bilateral Agreement presented by your Mr. John Medeiros on December 29, 1983. This page 8 is now included in the contents of Annex A, making thereby an integral part of said Agreement.

The Government of Macau hereby accepts the terms and conditions set forth in the proposed text of the Bilateral Agreement on Textile Trade negotiated between representatives of our two governments on October 24 and 25, 1983, here in Macau.

This Agreement shall henceforth constitute the base on which trade on textiles and textile products to the United States of America shall be conducted.

The Government of Macau avails itself of this opportunity to renew to the Consulate General of the United States of America the assurances of its highest consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "João António Morais da Costa Pinto".

João António Morais da Costa Pinto  
Secretary for Economic Coordination  
Government of Macau.

## **FRANCE**

### **Atomic Energy: Radioactive Waste Management**

*Arrangement signed at Washington and Paris January 3  
and 10, 1984;  
Entered into force January 10, 1984.*

## TECHNICAL EXCHANGE AND COOPERATION ARRANGEMENT

BETWEEN

THE UNITED STATES NUCLEAR REGULATORY COMMISSION

AND

THE COMMISSARIAT A L'ENERGIE ATOMIQUE

OF FRANCE

IN THE FIELD OF SAFETY OF RADIOACTIVE WASTE MANAGEMENT

TECHNICAL EXCHANGE AND COOPERATION ARRANGEMENT  
BETWEEN  
THE UNITED STATES NUCLEAR REGULATORY COMMISSION  
AND  
THE COMMISSARIAT A L'ENERGIE ATOMIQUE  
OF FRANCE  
IN THE FIELD OF SAFETY OF RADIOACTIVE WASTE MANAGEMENT

The Contracting Parties, i.e.

The United States Nuclear Regulatory Commission (USNRC) and the Commissariat a l'Energie Atomique (CEA) of France,

considering

(a) the existence of an Arrangement between the USNRC and the Service Central de Surete des Installations Nucleaires (SCSIN) of France for exchange of information related to nuclear safety,[<sup>1</sup>]

(b) they have a mutual interest in cooperation and exchange of information with the objective of improving and thus ensuring the safety of radioactive waste management,

HEREBY AGREE AS FOLLOWS:

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<sup>1</sup> Arrangement of Oct. 25, 1979. TIAS 9686; 31 UST 5816.

**Article 1 - OBJECTIVE**

The USNRC and the CEA will cooperate in the field of safety of radioactive waste management in accordance with the provisions of this Arrangement and on the basis of a reasonably balanced exchange. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations and national policy. Should any conflict arise between the terms of this Arrangement and those laws, regulations and national policy, the parties agree to consult before any action is taken.

**Article 2 - FORMS OF COOPERATION**

Cooperation between the parties may take the following forms:

- 2.1 The exchange of information in the form of technical reports, experimental data, correspondence, newsletters, visits, joint experts meetings, and such other means as the parties agree.
- 2.2 The temporary assignment of personnel of one party or of its contractors to the laboratory or facilities owned by the other party or in which it sponsors research; each such assignment to be considered on a case-by-case basis and be the subject of a separate attachment-of-staff agreement between appropriate representatives of the recipient and assigning organizations.
- 2.3 The execution of joint programs and projects, including those involving a division of activities between the parties; each such joint program and project shall be considered on a case-by-case basis and be the subject of a separate agreement between the parties.
- 2.4 The use by one party of facilities which are owned by the other party or in which research is being sponsored by the other party; such use of facilities shall be the subject of separate agreements between the relevant entities and may be subject to commercial terms and conditions.
- 2.5 If either party wishes to visit, assign personnel or use the facilities owned or operated by entities other than the parties to this Arrangement, the parties recognize that the prior approval of such entities will be required in respect to the terms upon which such visit, assignment or use shall be made.
- 2.6 Any other form agreed between the parties.

**Article 3 - SCOPE OF INFORMATION EXCHANGE**

- 3.1 Each party will make available to the other information in the field of safety of radioactive waste management which it has the right to disclose, either in its possession or available to it, in the technical

areas listed in Appendix A, in which the parties are sponsoring radioactive waste management safety research.

- 3.2 Each party will promptly transmit and call to the other party's attention any information on its research results appearing to have significant safety implications. If the transmitting party denotes such information to be of a proprietary nature (in French "de caractère privilégié"), the recipient party shall control the further dissemination of the information in accordance with the provisions of Article 5.
- 3.3 The parties may also exchange information on any other topic related to radioactive waste management safety within the scope of CEA and USNRC sponsored programs subject to mutual written agreement.

#### Article 4 - ADMINISTRATION OF THE ARRANGEMENT

Each party will designate as Administrator a senior representative to coordinate its participation in the overall exchange. The Administrators will establish agreed upon procedures for implementing this Arrangement. Approximately annually, the Administrators will meet to define specific areas on radioactive waste management safety research of Appendix A within which, during a fixed period of time, forms of cooperation (see Article 2) beyond the exchange of published information will be implemented. Approximately annually, the Administrators will meet to review the status of exchange and cooperation established under this Arrangement, to recommend revisions for improving and developing the cooperation, and to discuss topics within the scope of the cooperation. The time, place and agenda for such meetings shall be agreed upon in advance.

#### Article 5 - EXCHANGE AND USE OF INFORMATION

- 5.1 The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject to the need to protect information of a proprietary nature exchanged hereunder, as defined in § 5.2, and to the provisions of Article 6.
- 5.2 For the purpose of this Arrangement:
  - (a) the term "Information" means scientific or technical data, results or methods of research and development and any other information intended to be provided or exchanged under this Arrangement,
  - (b) the terms "Proprietary Information" ("Connaissances Privilégiées" in French) mean Information of a confidential nature such as trade secrets, commercial or financial information, inventions, patent information and know-how. Such Information is defined as:
    - a - held in confidence by the owner;
    - b - of a type customarily held in confidence by the owner;

- c - not generally known or publicly available from other sources;
- d - not having been made available previously by the transmitting party or others without an agreement concerning its confidentiality, and
- e - not already in the possession of the receiving party or its contractors.

- 5.3 It is recognized by the parties that in the process of exchanging Information, or in the process of other cooperation, the parties may provide to each other Proprietary Information. Such Information made available hereunder and which bears a restrictive designation, shall be respected by the receiving party and shall not be used for commercial purposes or made public without the consent of the transmitting party.
- 5.4 The party receiving Proprietary Information pursuant to this Arrangement shall respect the nature thereof, provided such Information is clearly marked with the appropriate legend of the transmitting party and with the following (or substantially similar) restrictive legend:

"Except as set forth in the Arrangement between USNRC and CEA dated \_\_\_\_\_, this document containing Proprietary Information shall not be disseminated outside the recipient's organization without prior approval of (name of transmitting party)."

- 5.5 Proprietary Information, as defined above, provided by one party to the other under this Arrangement shall be used only in the furtherance of nuclear safety programs in the receiving country. Its dissemination will, unless otherwise mutually agreed in writing, be limited as follows:
- (a) To persons within or employed by the receiving party, and to other concerned government agencies of the receiving party, and
  - (b) To prime or subcontractors of the receiving party for use only within the country of the receiving party and within the framework of their contract(s) with the respective party engaged in work relating to the subject matter of the Information so disseminated, and
  - (c) On an as-needed case-by-case basis, to organizations licensed in the country of the receiving party to deal with radioactive waste management, provided that such Information is used only within the terms of the license and in work relating to the subject matter of the Information so disseminated, and
  - (d) To contractors of licensed organizations in subparagraph (c) receiving such Information, for use only in work within the scope of the license,

provided that the Information disseminated to any person under 5.5 (b), (c), and (d), above, shall be pursuant to an agreement of confidentiality entered into between the recipient party and the contractors, subcontractors or licensed organizations abovementioned in 5.5 (b), (c), and (d).

- 5.6 Non-documentary Proprietary Information provided in seminars and other meetings organized under this Arrangement, or Information arising from the attachment of staff, use of facilities or joint projects shall be treated by the parties in accordance with the principles specified in this article, provided, however, that the party communicating such Proprietary Information places the recipient on notice as to the character of the Information communicated.
- 5.7 The application or use of any Information exchanged or transferred between the parties under the Arrangement shall be the responsibility of the party receiving the Information, and the transmitting party does not warrant the suitability of the Information for any particular use or application.
- 5.8 Each party shall exercise its best efforts to ensure that Proprietary Information received by it under this Arrangement is controlled as provided herein. If one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.
- 5.9 Nothing contained in this Arrangement shall be construed as requiring either party to transmit to the other party Information that it considers as Proprietary Information and which has been acquired or developed prior to or outside the course of cooperative activities under this Arrangement.
- 5.10 Nothing contained in this Arrangement shall preclude the use or dissemination of information received by a party from sources outside this Arrangement.
- 5.11 The provisions on non-dissemination of Proprietary Information given in this article shall continue notwithstanding the termination of this Arrangement or any extension thereof, until release is authorized by the transmitting party.

#### Article 6 - PATENTS

- 6.1 With respect to any invention or discovery conceived or first actually reduced to practice in the implementation of this Arrangement:
  - 6.1.1 If conceived or first actually reduced to practice by personnel of a party (the Assigning Party) or its contractors while assigned to the other party (the Recipient Party) or its contractors in connection with an exchange of scientists and other specialists:
    - 6.1.1.1 The Recipient Party shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries; and

- 
- 6.1.1.2 The Assigning Party shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in its own country.
  - 6.1.2 If conceived by or first actually reduced to practice by a party or its contractors as a direct result of employing Information which has been communicated to it under this Arrangement by the other party or its contractors, but not otherwise agreed to under a cooperative effort covered by paragraph 6.1.3:
  - 6.1.2.1 The party so conceiving or first actually reducing to practice such invention or discovery shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries; and
  - 6.1.2.2 The other party shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in its own country.
  - 6.1.3 For other specific forms of cooperation, including exchange of samples, materials, instruments and components for special joint research projects, the parties shall provide for appropriate distribution of rights to inventions. In general, however, each party should normally determine the rights to such inventions in its own country, and the rights to such inventions in other countries should be agreed by the parties on an equitable basis.
  - 6.1.4 Notwithstanding the allocation of rights covered under paragraphs 6.1.1 and 6.1.2, in any case where one party first actually reduces to practice after the execution of this Arrangement an invention, either conceived or actually reduced to practice by the other party prior to execution of this Arrangement, or conceived or actually reduced to practice by the other party outside of the cooperative activities implementing this Arrangement, then the parties shall provide for an appropriate distribution of rights, taking into account existing commitments with third parties; provided, however, that each party shall determine the rights to such invention in its own country.
  - 6.2 The party owning a patent covering any invention referred to in § 6.1 above shall license the patents to nationals and licensees of the other party, upon request of the other party, on nondiscriminatory terms and conditions under similar circumstances. At the time of such a request, the other party will be informed of all licenses already granted under such patent.
  - 6.3 Each party shall take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this article. Each party shall assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

- 6.4 It is understood that after the Community Patent Convention has come into force, the parties shall consult together to adapt the geographical allocation of the patent rights in order to allow a possible implementation of the said Convention.

#### Article 7 - COSTS

Except when otherwise specifically agreed upon by the parties, all costs arising in the implementation of this Arrangement shall be borne by the party that incurs them. It is understood that the ability of the parties to carry out their obligations is subject to the availability of appropriated funds.

#### Article 8 - FINAL PROVISIONS

- 8.1 This Arrangement shall enter into force upon the last date of signature, and, subject to paragraph 8.2, shall remain in force for a period of 5 (five) years unless extended for a further period of time by agreement of the parties.
- 8.2 Either party may withdraw from the present Arrangement after providing the other party written notice 6 (six) months prior to its intended date of withdrawal.

DONE in duplicate in the English and French languages, each equally authentic.

For the Commissariat a l'Energie  
Atomique

Name P. Tanguy [1]  
Title Directeur de l'Institut de  
Protection et de Sécurité Nucléaire  
Date 10 JAN. 1984

For the United States Nuclear  
Regulatory Commission

Name W.J. Dircks [2]  
Title Executive Director for Operations  
Date January 3, 1984

<sup>1</sup> Pierre Tanguy.

<sup>2</sup> William J. Dircks.

## APPENDIX A

Waste Management Safety Areas Included in the  
USNRC-CEA Exchange Arrangement

1. Characteristics and long-term performance of conditioned high-level waste and transuranic waste.
  - 1.1 Results of waste form characterization tests and experiments.
  - 1.2 Influence of operational results of AVM (Vitrification Facility at Marcoule) on safety assessment.
2. Methods and data for evaluating radionuclide migration from repository to biosphere.
  - 2.1 Radionuclide migration models including hydrological and geochemical considerations.
  - 2.2 Results of integrated radionuclide migration experiments.
3. Methods of classification, treatment and disposal of low-level radioactive waste.
  - 3.1 Technical bases for "de minimis" issue for low-level waste.
  - 3.2 Limits for alpha radionuclides in shallow land burial.
  - 3.3 Experience at low-level waste disposal facilities pertaining to waste isolation performance.
  - 3.4 Results of waste form characterization tests and experiments.
4. Methods for analysis and assessment of operational safety at waste disposal sites.

**ACCORD D'ECHANGE TECHNIQUE ET DE COOPERATION**  
**ENTRE**  
**LA NUCLEAR REGULATORY COMMISSION DES ETATS-UNIS**  
**ET**  
**LE COMMISSARIAT A L'ENERGIE ATOMIQUE FRANCAIS**  
**DANS LE DOMAINE DE**  
**LA SURETE DE LA GESTION DES DECHETS RADIOACTIFS**

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**ACCORD D'ECHANGE TECHNIQUE ET DE COOPERATION**  
**ENTRE**  
**LA NUCLEAR REGULATORY COMMISSION DES ETATS-UNIS**  
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**LE COMMISSARIAT A L'ENERGIE ATOMIQUE FRANCAIS**  
**DANS LE DOMAINE DE**  
**LA SURETE DE LA GESTION DES DECHETS RADIOACTIFS**

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**Les Parties à l'Accord, soit :**

**La Nuclear Regulatory Commission des Etats-Unis (US-NRC) et le Commissariat à l'Energie Atomique français (CEA),**

**considérant :**

- a) l'existence d'un accord entre la US-NRC et le Service Central de Sécurité des Installations Nucléaires (SCSIN) français sur l'échange d'informations concernant la sécurité nucléaire,**
- b) qu'elles ont un avantage commun à coopérer et à échanger des informations en vue d'améliorer et d'assurer la sécurité de la gestion des déchets radioactifs,**

**sont convenues de ce qui suit :**

**ARTICLE 1 - OBJECTIF**

La US-NRC et le CEA coopèreront dans le domaine de la sûreté de la gestion des déchets radioactifs conformément aux dispositions du présent Accord et sur la base d'un échange raisonnablement équilibré. Aucune disposition du présent Accord n'obligerait l'une des Parties à entreprendre des actions qui seraient en opposition avec les lois, la réglementation et la politique de son pays. Si un quelconque conflit surgissait entre les termes du présent Accord et lesdites lois, réglementation ou politique nationales, les Parties conviennent de se consulter avant d'entreprendre toute action.

**ARTICLE 2 - FORMES DE LA COOPERATION**

La coopération entre les Parties pourra se faire selon les modalités suivantes :

- 2-1 Echange de connaissances sous forme de rapports techniques, données expérimentales, correspondance, bulletins d'information, visites, réunions d'experts et de toute autre manière que les Parties conviendront.
- 2-2 Détachement temporaire de personnel d'une Partie ou de ses contractants dans les laboratoires ou les installations de l'autre Partie, ou dans les laboratoires ou installations où sont effectuées des études financées par cette autre Partie ; chaque détachement sera étudié cas par cas et fera l'objet d'accord particulier de détachement de personnel entre les représentants qualifiés des organismes d'accueil et de détachement.
- 2-3 Exécution de programmes et de projets en commun, y compris ceux entraînant une répartition des activités entre les Parties ; chaque programme ou projet commun sera étudié cas par cas et fera l'objet d'un accord particulier entre les Parties.
- 2-4 Utilisation par une Partie d'installations de l'autre Partie ou d'installations où sont effectuées des études financées par cette autre Partie ; une telle utilisation fera l'objet d'accords séparés entre les organismes concernés et pourra être soumise à des conditions commerciales normales.

- 2-5 Si l'une des Parties désire visiter ou utiliser des installations possédées ou exploitées par d'autres organismes que les Parties au présent Accord, les Parties reconnaissent que l'approbation préalable de ces organismes sur les conditions des visites, de l'utilisation ou des détachements devra être obtenue.
- 2-6 Toute autre forme convenue entre les Parties.

**ARTICLE 3 - DOMAINE DE L'ECHANGE DE CONNAISSANCES**

- 3-1 Chaque Partie mettra à la disposition de l'autre les connaissances sur la sûreté de la gestion des déchets radioactifs, qu'elle possède ou dont elle peut disposer, qu'elle a le droit de divulguer et qui relèvent des domaines techniques figurant à l'annexe A et faisant l'objet d'études sur la sûreté de la gestion des déchets radioactifs financées par les Parties.
- 3-2 Chaque Partie informera l'autre Partie et lui transmettra rapidement les connaissances sur les résultats de ses études susceptibles d'avoir des implications significatives en matière de sûreté. Si la Partie émettrice indique que ces connaissances présentent un caractère privilégié (en anglais : "of a proprietary nature"), la Partie réceptrice contrôlera la dissémination ultérieure de ces connaissances conformément aux dispositions de l'Article 5.
- 3-3 Les Parties pourront également échanger des connaissances sur tout autre sujet portant sur la sûreté de la gestion des déchets radioactifs inclus dans le cadre des programmes financés par le CEA et la NRC, sous réserve d'un accord écrit entre les Parties.

**ARTICLE 4 - ADMINISTRATION DE L'ACCORD**

Chaque Partie désignera comme Administrateur un représentant de haut niveau pour coordonner sa participation à l'échange général. Les Administrateurs établiront d'un commun accord les procédures de mise en oeuvre du présent Accord. Les Administrateurs se réuniront environ une fois par an pour définir les domaines spécifiques d'étude sur la sûreté de la gestion des déchets radioactifs visés à l'Annexe A, domaines parmi lesquels, pendant une période de temps donnée, la coopération sera mise en oeuvre sous

diverses formes (voir Article 2), en plus de l'échange de connaissances déjà publiées. Les Administrateurs se réuniront environ une fois par an pour faire le point du déroulement des échanges et de la coopération dans le cadre du présent Accord, pour proposer des modifications en vue d'améliorer et développer la coopération et pour discuter des sujets faisant l'objet de la coopération. La date, le lieu et l'ordre du jour de ces réunions seront convenus à l'avance par les Parties.

#### ARTICLE 5 - ECHANGE ET USAGE DES CONNAISSANCES

- 5-1 Les Parties favoriseront la dissémination la plus large possible des connaissances fournies ou échangées dans le cadre du présent Accord, sous réserve de la nécessité de protéger le caractère privilégié des connaissances échangées dans le cadre des présentes, telles que définies au § 5-2 et sous réserve des dispositions de l'Article 6.
- 5-2 Pour les besoins du présent Accord :
- a) le terme "Connaissances" signifie les données scientifiques ou techniques, les résultats ou méthodes de recherche et développement et toutes autres connaissances susceptibles d'être fournies ou échangées dans le cadre du présent Accord,
  - b) l'expression "Connaissances Privilégiées" (en anglais : "Proprietary Information") signifie les Connaissances de caractère confidentiel, telles que les secrets de fabrique, les renseignements financiers ou commerciaux, les inventions, les renseignements sur les brevets et le savoir-faire. Ces Connaissances sont définies comme celles qui :
    - a/ sont gardées confidentielles par leur propriétaire ;
    - b/ sont d'un type habituellement tenu confidentiel par leur propriétaire ;
    - c/ ne sont généralement pas connues ou mises à la disposition du public par d'autres sources ;
    - d/ n'ont pas été divulguées auparavant par la Partie qui les communique ou par d'autres sans une clause de secret ;
    - e/ ne sont pas déjà en possession de la Partie réceptrice ou de ses contractants.

- 5-3 Les Parties reconnaissent qu' à l'occasion de l'échange de Connaissances ou, au cours d'autres formes de coopération, elles peuvent se fournir l'une à l'autre des Connaissances Privilégiées. Les Connaissances Privilégiées communiquées dans le cadre des présentes et portant une formule restrictive seront traitées comme telles par la Partie qui les reçoit et ne seront pas rendues publiques sans l'accord de la Partie qui les transmet.
- 5-4 La Partie qui reçoit des Connaissances Privilégiées dans le cadre du présent Accord devra en respecter la nature, à condition que lesdites Connaissances portent distinctement le sigle approprié de la Partie émettrice, ainsi que la formule restrictive suivante (ou une formule similaire) :
- "Sauf comme prévu par les dispositions de l'Accord entre la US-NRC et le CEA en date du \_\_\_\_\_, ce document qui contient des Connaissances Privilégiées ne doit pas être divulgué en dehors des organismes qui le reçoivent sans l'approbation préalable de (nom de la Partie émettrice)".
- 5-5 Ces Connaissances Privilégiées, telles que définies ci-dessus, fournies par une Partie à l'autre dans le cadre du présent Accord, doivent être utilisées seulement pour faire avancer les programmes de sûreté nucléaire dans le pays destinataire. A moins qu'il n'en soit mutuellement convenu autrement par écrit, leur diffusion sera limitée comme suit :
- a) aux agents de la Partie destinataire ou aux personnes employées par elle, et aux autres organismes gouvernementaux concernés, et
  - b) aux contractants ou sous-contractants de la Partie destinataire en vue d'une utilisation uniquement dans le pays de cette Partie et dans le cadre de leur(s) contrat(s) avec la Partie concernée pour des travaux se rapportant à l'objet des Connaissances ainsi diffusées, et
  - c) cas par cas, si nécessaire aux organismes du pays de la Partie destinataire autorisés à s'occuper de la gestion des déchets radioactifs, à condition que ces Connaissances ne soient utilisées que conformément aux termes de l'autorisation et pour des travaux se rapportant à l'objet des Connaissances ainsi diffusées, et
  - d) aux contractants des organismes autorisés dans l'alinéa c) qui recevront ces Connaissances, en vue d'une utilisation uniquement dans le domaine couvert par ladite autorisation,

- à condition que ces Connaissances ne soient diffusées à quiconque dans le cadre des alinéas 5-5 b), c), et d) ci-dessus que dans le cadre d'un accord de secret conclu entre la Partie destinataire et les contractants, sous-contractants ou organismes autorisés mentionnés ci-dessus en 5-5 b), c) et d).
- 5-6 Les Connaissances Privilégiées non écrites fournies au cours des séminaires et autres réunions organisées dans le cadre du présent Accord, ou les Connaissances communiquées à l'occasion du détachement de personnel, de l'utilisation d'installations ou provenant de programmes communs seront traitées par les Parties conformément aux principes stipulés dans le présent Article, à condition cependant que la Partie qui communique ces Connaissances Privilégiées informe la Partie destinataire du caractère privilégié des Connaissances communiquées.
- 5-7 L'application ou l'usage des Connaissances échangées ou transmises entre les Parties dans le cadre du présent Accord se fera sous la responsabilité de la Partie qui les reçoit et la Partie émettrice ne garantit pas que ces Connaissances conviennent à tel ou tel usage, ou telle ou telle application.
- 5-8 Chaque Partie fera son possible pour que les Connaissances Privilégiées qu'elle reçoit dans le cadre du présent Accord soient traitées comme stipulé aux présentes. Si l'une des Parties se rendait compte qu'elle sera, ou qu'elle peut s'attendre à être, dans l'incapacité de satisfaire les clauses de non-dissémination du présent Article, elle devra en informer l'autre Partie immédiatement. Les Parties se consulteront par la suite pour définir la conduite à tenir en pareil cas.
- 5-9 Aucune disposition du présent Accord ne sera interprétée comme obligeant l'une des Parties à transmettre à l'autre des Connaissances qu'elle estime être des Connaissances Privilégiées et qui ont été acquises ou développées antérieurement aux activités coopératives effectuées dans le cadre du présent Accord ou indépendamment de celles-ci.
- 5-10 Aucune disposition du présent Accord n'empêchera l'usage ou la divulgation de connaissances qu'une Partie reçoit de tiers en dehors du présent Accord.
- 5-11 Les dispositions sur la non-dissémination des Connaissances Privilégiées prévues au présent Article resteront en vigueur après la résiliation du présent Accord ou toute prolongation de celui-ci, jusqu'à ce que la diffusion en soit autorisée par la Partie émettrice.

**ARTICLE 6 - BREVETS**

- 6-1 En ce qui concerne toute invention ou découverte conçue ou mise effectivement en pratique pour la première fois à l'occasion de la mise en oeuvre du présent Accord :
- 6.1.1 - Si elle est conçue ou mise effectivement en pratique pour la première fois par le personnel d'une Partie (la Partie qui envoie le personnel) ou de ses sous-traitants, tandis qu'il est détaché auprès de l'autre Partie (la Partie qui reçoit le personnel) ou auprès de ses sous-traitants dans le cadre d'un échange de scientifiques ou d'autres spécialistes :
- 6.1.1.1 - La Partie qui reçoit le personnel acquerra tous les droits, titres et intérêts sur cette invention ou découverte, demande de brevet ou brevet qui peut en résulter, dans son propre pays et dans les pays tiers ; et
- 6.1.1.2 - La Partie qui envoie le personnel acquerra tous les droits, titres et intérêts sur cette invention, découverte, demande de brevet ou brevet dans son propre pays.
- 6.1.2 - Si elle est conçue ou mise effectivement en pratique pour la première fois par une Partie ou ses sous-traitants comme résultat direct de l'utilisation de Connaissances qui lui ont été communiquées par l'autre Partie ou ses sous-traitants dans le cadre du présent Accord et s'il n'y a pas une convention différente dans le cadre d'une activité coopérative prévue au § 6.1.3 :
- 6.1.2.1 - La Partie qui conçoit ou met effectivement en pratique cette invention ou découverte acquerra tous les droits, titres et intérêts sur cette invention ou découverte, et toute demande de brevet ou brevet qui peut en résulter dans son propre pays et dans les pays tiers ; et
- 6.1.2.2 - L'autre Partie acquerra tous les droits, titres et intérêts sur cette invention, découverte, demande de brevet ou brevet dans son propre pays.

- 6.1.3 - Dans le cas de coopération spécifique sous des formes différentes, incluant l'échange d'échantillons, de matériaux, de matériels ou de composants en vue de programmes spéciaux de recherche en commun, les Parties prévoiront une dévolution appropriée des droits sur les inventions. Cependant, d'une façon générale, chaque Partie déterminera en principe les droits sur ces inventions dans son propre pays, et les droits dans les autres pays devant être convenus entre les Parties sur une base équitable.
- 6.1.4 - Nonobstant la dévolution des droits prévus aux §§ 6.1.1 et 6.1.2, au cas où une Partie met, après la signature du présent Accord, pour la première fois effectivement en pratique une invention, invention qui a été, ou est conçue ou effectivement mise en pratique par l'autre Partie, soit avant la signature du présent Accord, soit en dehors des activités coopératives mettant en oeuvre le présent Accord, les Parties prévoiront une dévolution appropriée des droits, en tenant compte des engagements existant avec des tiers et, étant entendu toutefois, que chaque Partie déterminera les droits sur cette invention dans son propre pays.
- 6-2 La Partie possédant un brevet couvrant une invention quelconque visée au § 6-1 concèdera une licence sur ce brevet aux ressortissants du pays de l'autre Partie ou aux licenciés de celle-ci, sur demande de cette dernière, à des conditions non discriminatoires dans des circonstances similaires. Au moment de cette demande, l'autre Partie sera informée de toutes les licences de ce brevet déjà concédées.
- 6-3 Chaque Partie prendra toutes les mesures nécessaires pour obtenir la coopération de ses inventeurs requise pour la mise en oeuvre des dispositions du présent Article. Chaque Partie assumera la responsabilité de payer à ses employés les récompenses ou indemnités dues en application des lois de son pays.
- 6-4 Il est entendu qu'après l'entrée en vigueur de la Convention sur le Brevet Communautaire, les Parties se concerteront en vue d'aménager la répartition géographique des droits sur les brevets pour permettre une éventuelle application de ladite Convention.

ARTICLE 7 - COUTS

Sauf si les Parties en décident autrement, tous les coûts résultant de la mise en oeuvre du présent Accord seront supportés par la Partie qui les encourt. Il est entendu que la capacité des Parties d'exécuter leurs obligations dépend de la mise en place des ressources financières appropriées.

ARTICLE 8 - CLAUSES FINALES

- 8-1 Le présent Accord entrera en vigueur à la date de la dernière signature et, sous réserve de l'application du § 8-2, il restera en vigueur pendant 5 (cinq) ans, sauf accord des Parties pour le prolonger pour une période supplémentaire.
- 8-2 L'une ou l'autre des Parties pourra se retirer du présent Accord après l'avoir notifié par écrit à l'autre Partie 6 (six) mois avant la date prévue de son retrait.

Fait en double exemplaire, en anglais et en français, chaque version faisant également foi,

Pour le COMMISSARIAT A  
L'ENERGIE ATOMIQUE

Par

Pour la NUCLEAR REGULATORY  
COMMISSION

Par :

Titre Directeur de l'Institut  
de Protection et de Sécurité  
Nucléaire

Date 10 JAN 1984

Titre : Executive Director for  
Operations

Date : Le 3 janvier 1984.

ANNEXE A

**DOMAINES RELATIFS A LA SURETE DE LA  
GESTION DES DECHETS INCLUS  
DANS L'ACCORD D'ECHANGE  
US-NRC - CEA**

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1. Caractéristiques et comportement à long terme des déchets conditionnés de haute activité et des déchets alpha.
  - 1.1 Résultats des essais de caractérisation des déchets conditionnés.
  - 1.2 Influence des résultats de fonctionnement d'AVM sur l'évaluation de la sûreté.
2. Méthodes et données d'évaluation de la migration des radionucléides du dépôt à la biosphère.
  - 2.1 Modèles de migration des radionucléides prenant en considération les données hydrologiques et géochimiques.
  - 2.2 Résultats des expériences intégrales de migration des radionucléides.
3. Méthodes de classification, de traitement et de stockage définitif de déchets radioactifs de faible activité.
  - 3.1 Bases techniques pour la détermination de seuils "de minimis" pour les déchets de faible activité.
  - 3.2 Limites des émetteurs alpha dans le stockage de surface.
  - 3.3 Expérience acquise dans les installations de stockage des déchets de faible activité en ce qui concerne la capacité d'isolation.
  - 3.4 Résultats des essais de caractérisation des déchets conditionnés.
4. Méthodes d'analyse et d'évaluation de la sûreté d'exploitation sur les sites de stockage définitif de déchets.

# **ORGANIZATION OF AMERICAN STATES**

## **Taxation: Income Tax Reimbursement**

*Agreement signed at Washington January 10, 1984;  
Entered into force January 10, 1984;  
Effective January 1, 1984.*

UNITED STATES PERMANENT MISSION TO THE  
ORGANIZATION OF AMERICAN STATES  
DEPARTMENT OF STATE  
WASHINGTON, D.C. 20520

TAX REIMBURSEMENT AGREEMENT  
between the  
UNITED STATES OF AMERICA  
and the  
GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

**TAX REIMBURSEMENT AGREEMENT**

This Agreement is made this tenth day of January of the year 1984, between the Government of the United States of America ("United States") and the General Secretariat of the Organization of American States ("General Secretariat") (together "the parties"), and witnesses as follows:

**WHEREAS:**

It is the intent of the United States to assume sole responsibility for funding reimbursement of taxes to staff members of the General Secretariat who are subject to United States tax law as United States citizens or permanent resident aliens;

The parties are desirous of concluding a formal Agreement on reimbursements to staff members obligated to pay United States federal, state, and local income taxes on income received as compensation for official services rendered to the General Secretariat ("institutional income"); and,

The parties believe that such an Agreement must achieve the following objectives:

- a. Fundamental fairness to both parties and to the staff of the General Secretariat;
- b. Equal pay for equal work to make compensation of employees liable for United States income taxes on institutional income comparable to the extent feasible to compensation received by other employees exempt from taxes on institutional income in their home countries;
- c. Regularization of payments made by the United States to the General Secretariat for tax reimbursements to ensure clarity of purpose and conformity to mutually agreed procedures;
- d. Maximum efficiencies and economies for both parties;
- e. Preservation of agreed upon staff benefits;
- f. Full accountability for amounts paid by the United States to the General Secretariat under the Agreement;
- g. Prevention of possible fraud and abuse;
- h. Preservation of each staff member's right to privacy;

NOW, WHEREFORE, THE PARTIES AGREE:

1. The United States shall deposit on a timely basis with the General Secretariat each quarter a sum sufficient to cover all tax reimbursements paid by the General Secretariat during that quarter in accordance with this Agreement.
2. The General Secretariat shall reimburse staff members who are liable for and pay the United States federal self-employment tax and United States federal, state, and local income taxes on their institutional income, the amount of those taxes paid, subject to the following conditions:
  - a. Institutional income shall include only those particulars of compensation described in Addendum A to this Agreement. No change in those particulars shall be made absent the consent of the parties. Such consent shall not unreasonably be refused in the event that emoluments not taxable as of the effective date of this Agreement become taxable in the future.
  - b. In computing the amount of reimbursement due each staff member, the General Secretariat shall consider his institutional income as if it were the only income received, and shall take into account any special tax benefits available to United States taxpayers employed abroad, as well as the deductions and personal exemptions, provided for in Addendum B to this Agreement.
  - c. Each staff member receiving tax reimbursements shall authorize the General Secretariat to obtain a confirmation from the United States Internal Revenue Service ("IRS"), and state or local government counterpart bodies as appropriate, of the tax liability of that staff member and payment of the tax due. Each staff member shall also provide the General Secretariat with all materials which are necessary to verify his tax liability and tax payments.
  - d. Checks paid to staff members for reimbursement of estimated taxes shall be made payable jointly to the taxpayer and the IRS, or counterpart body of the taxing state or local government.
  - e. No reimbursement shall be paid for fines, penalties or interest charges paid by a staff member in relation to the tax laws of the United States or any other taxing authority as a result of a staff member's failure to prepare his tax

returns properly, to pay his tax liabilities, or otherwise to comply with such laws. Should fines, penalties or interests be assessed exclusively as a result of action taken by or at the direction of the General Secretariat or the United States Government, the General Secretariat may reimburse such fines, penalties or interest with the prior consent of the United States Government in each case. Such consent shall not be unreasonably withheld.

f. Reimbursement of United States federal self-employment taxes shall equal the difference between the amount the staff member pays as a result of his classification as a self-employed person, less any applicable tax credit arising from the same classification, and the amount he would have to pay in social security taxes and health insurance taxes were he classified as an employee.

3. The General Secretariat shall audit on a regular basis staff members receiving tax reimbursements in order to verify status of tax liability and payment of taxes. The General Secretariat shall take disciplinary measures against staff members who make false statements to the General Secretariat with regard to the payment of their taxes or who refuse to provide it with the records necessary to conduct such audits.

4. The General Secretariat shall deposit monies received from the United States under this Agreement in the tax reimbursement account of the Organization of American States ("OAS"), and that account shall be included within the accounts of the Regular Fund of the OAS, and as such, shall be subject to examination by the Board of External Auditors in accordance with Chapter V of the General Standards to Govern the Operations of the General Secretariat.

5. Before May first of each year, the General Secretariat shall certify to the United States the amount of money disbursed for tax reimbursements for the preceding tax year, in accordance with the provisions of this Agreement. The certification will include a list of participating employees, showing the amount of institutional income and tax reimbursement paid to each employee for the preceding tax year. The General Secretariat shall continue to provide the IRS with 1099 forms for each employee.

6. The parties shall cooperate in the search for a solution to the so-called pyramiding factor.

7. Tax reimbursements paid staff members who occupy posts financed by the Special Multilateral Funds or other voluntary funds are not covered by the terms of this Agreement.

8. In the interest of moderating the tax reimbursement obligation of the United States and maintaining the availability of tax benefits granted by United States law to members of qualified pension plans, the United States and the General Secretariat will make every effort to maintain the qualified status of the Retirement and Pension Plan of the OAS.

9. This Agreement shall enter into force upon signature by both parties, and shall have an initial term of five years, after which time it may be terminated by either party upon one year's prior notice to the other.

10. The Agreement shall apply with regard to tax reimbursements for institutional income earned on or after January 1, 1984.

11. For the tax year 1984, the General Secretariat shall calculate the amount of tax reimbursement payable to an eligible staff member under the method obtaining in 1983. For 1985 the amount of reimbursement payable shall be the sum of two calculations: the first portion will equal 66% of the amount calculated using the method obtaining in 1983; the second portion will equal 34% of the amount payable under the method set forth in paragraph 2 of this Agreement. For 1986, the amount of reimbursement payable shall again be the sum of two calculations: the first portion will equal 34% of the amount calculated using the method obtaining in 1983; the second portion will equal 66% of the amount payable under the method set forth in paragraph 2 of this Agreement. For the tax year 1987, and any subsequent tax years covered by the terms of this Agreement, the amount of reimbursement paid to staff members shall be solely the amount payable under provisions of Paragraph 2 of this Agreement.

12. Subject to the availability of funds, the United States shall reimburse the General Secretariat for such extraordinary expenses as may be incurred by the General Secretariat on or before December 31, 1984, in connection with the development and implementation of such new administrative capabilities and procedures as may be required solely to carry out the provisions of this Agreement, provided that no reimbursement shall be made for any such expenses which, in the opinion of the United States, are not reasonable and necessary for this purpose. The General Secretariat shall, as soon as possible following entry into force of this Agreement, furnish to the

United States its best estimate of the nature and amount of the expenses referred to in the preceding sentence and shall, as soon as possible after December 31, 1984, furnish to the United States a final accounting setting forth the nature and amount of all such expenses as may have been actually incurred, together with a request for reimbursement therefor. Any question that may arise concerning the nature or amount of such expenses, or the reimbursement therefor, shall be resolved through consultations between the parties.

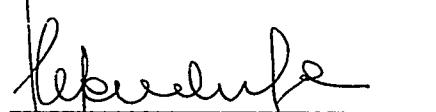
13. In the event that the United States enters into a tax reimbursement agreement with another international organization with substantially different terms from those of this Agreement, the United States shall inform the General Secretariat of the terms of said agreement. It will then be the option of either party to request a renegotiation of this Agreement, taking into account the need to maintain consistency and fairness. In the event of such renegotiation and pending the entry into force of any new agreement resulting therefrom, this Agreement shall remain in force in accordance with its terms.

14. The United States Government shall cooperate with the General Secretariat to resolve any problems arising out of the implementation of this Agreement.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

  
J. William Middendorf, II  
Ambassador  
Permanent Representative  
of the U.S.A. to the OAS

FOR THE GENERAL SECRETARIAT  
OF THE ORGANIZATION OF  
AMERICAN STATES

  
Alejandro Orfila  
Secretary General

## ADDENDUM A

PARTICULARS OF INSTITUTIONAL INCOME

"Institutional income," as used in this Tax Reimbursement Agreement, includes only the following particulars of employee compensation:

- Basic salary
- Post adjustment
- Salary increases
- Repatriation grant\*
- Language allowance
- Allowance for special duties
- Overtime
- Night differential
- Salary advances
- Lump-sum withdrawals from the Retirement and Pension Fund\*
- Installation allowance
- Education grant
- Award of merit+
- Mission subsistence allowance
- Dependency allowance
- Non-resident allowance
- Termination indemnity\*
- Appointment travel allowance
- Reimbursement of United States federal, state, or local income tax payments and United States self-employment tax payments on institutional income
- Lump-sum payments for unused annual leave
- Home leave travel
- Final compensation+
- Rent subsidy
- Repatriation travel expenses
- Moving expenses
- Assignment allowance

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\*This is institutional income only to the extent that benefits are awarded for persons who are staff members as of December 31, 1983. [Footnote in the original.]

+This is institutional income only for persons who were members of the staff prior to January 1, 1971. [Footnote in the original.]

## ADDENDUM B

ALLOCATION OF DEDUCTIONS AND PERSONAL EXEMPTIONS FOR THE PURPOSE OF CALCULATING TAX REIMBURSEMENT

1. Each staff member claiming tax reimbursement shall determine the filing status under which he or she seeks reimbursement of taxes, provided that this choice of filing status shall not differ from the actual status under which taxes are paid to the IRS.
2. Each staff member shall be presumed to claim one personal exemption for the purposes of determining the amount of income subject to tax reimbursement.
3. Each staff member shall be presumed to claim the amount of itemized deductions determined to represent the average amount for his institutional income and filing status based on IRS statistics. However, reimbursement payments for income tax shall not be considered part of institutional income for the purposes of this calculation.
4. Except as provided in paragraph 5 below, in all cases wherein a staff member's actual itemized deductions equal or exceed the average amount for his income level, the amount of federal income tax reimbursement payable to him shall be the amount dictated by IRS tax tables for his institutional income minus one exemption and the average deductions as determined above. The amount of state or local tax reimbursement for such a staff member shall be the amount dictated by pertinent state and local tax tables for his institutional income minus one exemption and the average deductions determined above, less the amount of any deductions taken on his federal income tax return which are not allowed under state and local law.
5. For a staff member whose actual itemized deductions are less than the average amount dictated by IRS tax tables for his level of institutional income, the amount of federal income tax reimbursement payable shall be the amount dictated by IRS tax tables for that staff member's institutional income minus one exemption and the greater of his actual deductions or the zero bracket amount. The amount of state or local tax reimbursement for such a staff member shall be the amount dictated by the pertinent state and local tax tables for his institutional income level minus one exemption and the greater of his actual deductions allowed under state and local law or the zero bracket amount.

**PEOPLE'S REPUBLIC OF CHINA**  
**Industrial and Technological Cooperation**

*Accord signed at Washington January 12, 1984;  
Entered into force January 12, 1984.*

ACCORD ON INDUSTRIAL AND TECHNOLOGICAL COOPERATION  
BETWEEN THE UNITED STATES OF AMERICA  
AND THE PEOPLE'S REPUBLIC OF CHINA

The Government of the United States of America and the Government of the People's Republic of China (hereinafter referred to as the Parties):

Noting the development of economic and trade relations between the two countries;

Taking into account the characteristics and economic potential of the two countries and their respective levels of economic development;

Convinced of the desirability of promoting industrial and technological cooperation between the two countries on the basis of equality and mutual benefit;

Subject to and in implementation of the Agreement on Trade Relations between the United States of America and the People's Republic of China; [<sup>1</sup>]

For the purpose of enhancing the friendship between the two peoples and further developing industrial and technological cooperation between the two countries;

Have agreed as follows:

Article I

1. The Parties shall take all appropriate steps to create favorable conditions for strengthening industrial and technological cooperation between the two countries in order to strive for a balance in their economic interests and the attainment of the harmonious development of such cooperation.

2. Such steps may include consultations to help identify and study proposals for industrial and technological cooperation projects, facilitation of contacts between potential participants in industrial and technological cooperation projects, assistance in arranging feasibility studies for industrial and technological cooperation projects and such other forms of cooperation as are mutually agreeable.

3. All activities under this Accord shall be subject to the respective applicable laws and regulations of the two countries.

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<sup>1</sup> Signed July 7, 1979. TIAS 9630; 31 UST 4651.

### Article II

1. Industrial and technological cooperation under this Accord shall be based on contracts or other arrangements between firms, companies and economic organizations of the two countries, in accordance with the respective applicable laws and regulations of the two countries.

2. The Parties recognize the importance of technology transfer and trade in technology products to the development of industrial and technological cooperation between the two countries. Accordingly, the Parties shall endeavor, in accordance with their respective laws and regulations, to promote and facilitate technology transfer and trade in technology products, so as to enhance the smooth conduct of industrial and technological cooperation between the two countries.

### Article III

The Parties shall encourage industrial and technological cooperation according to the needs and capabilities of the two countries and on the basis of mutual benefit between firms, companies and economic organizations of the two countries. Such cooperation may include:

- (1) construction of new industrial facilities and expansion and modernization of existing facilities in both countries;
- (2) production, purchase, sale and leasing of machinery and equipment and high technology products;
- (3) purchase and sale of industrial and agricultural materials and consumer goods;
- (4) purchase, sale, license or commercial exchange of intellectual property rights, technical information or know-how, as well as provision of technical services, including training and exchange of specialists and technicians;
- (5) co-production and co-marketing, including cooperation in using the technology and equipment of the other Party so as to foster the mutual expansion of the reciprocal trade between the two countries; and
- (6) joint ventures, provision of services and construction works on a contractual basis, as well as other forms of industrial and technological cooperation which may be mutually agreed between firms, companies and economic organizations of the two countries.

**Article IV**

1. For the purpose of implementing this Accord, the United States Government hereby nominates the Department of Commerce as its co-ordinating agency and the Chinese Government hereby nominates the Ministry of Foreign Economic Relations and Trade as its co-ordinating agency.
2. The U.S.-China Joint Commission on Commerce and Trade shall place on the agenda of each session thereof industrial and technological cooperation between the two countries so as to review the implementation of this Accord, and make such recommendations as may be appropriate in pursuit of the objectives of this Accord.
3. The U.S.-China Joint Commission on Commerce and Trade may, whenever the Parties deem it necessary, designate for a special purpose an ad hoc working group to assist it in its task. According to the needs of the specific task and by mutual agreement of the Parties, such ad hoc working group may include representatives of firms, companies and economic organizations of the two countries.

**Article V**

1. Details of the activities undertaken by the Parties under this Accord, including financial facilitation and funding on as favorable terms and conditions as possible, shall be decided by mutual agreement, on the basis of the principles of the Agreement on Trade Relations between the United States of America and the People's Republic of China and in accordance with their respective applicable laws and regulations.
2. The Trade and Development Program of the U.S. International Development Cooperation Agency shall consider the funding of feasibility studies of industrial and technological cooperation projects conducted under this Accord.

**Article VI**

This Accord shall be interpreted so as not to interfere with industrial and technological cooperation that might be conducted outside the Accord.

Article VII

This Accord shall enter into force upon signature and shall remain in force until January 31, 1986. This Accord shall be extended for successive terms of three years if neither Party notifies the other of its intent to terminate this Accord at least thirty days before the end of a term.

Done at Washington this 12 th day of January, 1984 in duplicate in the English and Chinese languages, both equally authentic.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

Ronald Reagan [1]

FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF CHINA

[2]

<sup>1</sup> Ronald Reagan.

<sup>2</sup> Zhao Ziyang.

**美利坚合众国和中华人民共和国****工业技术合作协议**

美利坚合众国政府和中华人民共和国政府（以下简称双方），  
注意到两国间经济贸易关系的发展状况，  
考虑到两国的特点和经济潜力以及它们各自的经济发展水平，  
确信在平等互利的基础上促进两国间的工业技术合作是可取的，

根据并为了执行美利坚合众国和中华人民共和国贸易关系协定，

为了加强两国人民的友谊和进一步发展两国间的工业技术合作，

议定如下：

**第一 条**

一、为了力争相互经济利益的平衡和实现工业技术合作的协调发展，双方应采取一切适当步骤为加强两国间的工业技术合作创造良好条件。

二、此类步骤可以包括举行磋商，以便有助于鉴别和研究工业技术合作项目方面的建议，促进工业技术合作项目的潜在参加者之间的接触，协助安排工业技术合作项目以及双方同意的此类其它合

作形式的可行性研究。

三、本协议下的所有活动均应依照两国各自可适用的法律和规章。

## 第二条

一、本协议所述的工业技术合作应以两国商行、公司和经济组织按照两国各自可适用的法律和规章签订契约或作出其它安排为基础。

二、双方承认技术转让和技术产品的贸易对发展两国间的工业技术合作的重要性。为此，双方应按照各自的法律和规章，努力促进技术转让和技术产品的贸易并提供方便，以加速两国间的工业技术合作顺利进行。

## 第三条

双方应鼓励两国商行、公司和经济组织根据两国的需要和可能并在互利基础上开展工业技术合作。合作可以包括：

- (一) 在两国国内建立新工业设施以及扩建和更新现有设施；
- (二) 机械、设备和高级技术产品的生产、购买、销售和租赁；
- (三) 工、农业材料以及消费品的购买和销售；
- (四) 知识产权、技术情报或诀窍的购买、销售、特许或商业性交流，以及技术服务的提供，包括专家和技术人员的培训和交流；
- (五) 合作生产和合作销售，包括通过利用对方的技术和设备进行合作，以便促进两国双边贸易的相互扩大。
- (六) 合资经营、劳务工程的承包以及两国商行、公司和经济

组织之间相互同意的其它形式的工业技术合作。

#### 第四条

一、为执行本协议，美国政府指定商务部为其协调机构；中国政府指定对外经济贸易部为其协调机构。

二、中美联合商务贸易委员会应把两国间的工业技术合作列入各届会议的议程；以便检查本协议的实施情况，并为实现本协议的目标提出适当建议。

三、如双方认为有必要，中美联合商务贸易委员会可以为特定目的指定专设工作小组，辅助完成其任务。根据特定任务的需要，经双方同意，此类专设工作小组可以包括两国的商行、公司和经济组织的代表。

#### 第五条

一、双方在本协议下所开展的活动细节，包括以尽可能优惠的条件提供金融便利和资金，应在美利坚合众国和中华人民共和国贸易关系协定的原则基础上，并根据各自可适用的法律和规章，经双方同意确定。

二、美国国际开发合作署贸易和发展规划办公室应考虑为本协议下所开展的工业技术合作项目的可行性研究提供资助。

#### 第六条

本协议应理解为不是对本协议以外可能进行的工业技术合作有干预之意。

### 第七条

本协议自签字起生效，有效期至一九八六年一月三十一日。缔约任何一方如未在有效期满前至少三十天将终止本协议的意愿通知对方，则本协议有效期将延长三年，此后仍可依此方法延长。

本协议于一九八四年一月十二日在华盛顿签订，共两份，每份都用英文和中文写成，两种文本具有同等效力。

美利坚合众国政府代表

Ronald Reagan

中华人民共和国政府代表

赵紫阳

**PEOPLE'S REPUBLIC OF CHINA**

**Cooperation in Science and Technology**

*Agreement extending the agreement of January 31, 1979.*

*Signed at Washington January 12, 1984;*

*Entered into force January 12, 1984.*

AGREEMENT TO EXTEND THE  
AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA  
ON COOPERATION IN SCIENCE AND TECHNOLOGY

The Government of the United States of America and the Government of the People's Republic of China (hereinafter referred to as the Parties),

In accordance with the provisions of paragraph 1, Article 11 of the Agreement between the governments of the two countries on Cooperation in Science and Technology signed in Washington on January 31, 1979,<sup>[1]</sup>

In view of the smooth progress of the cooperation between the Parties, and

In order to develop further the scientific and technological cooperation between the two countries,

Have agreed as follows:

1. The period of validity of the Agreement between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology shall be extended for another 5 years.

2. The abovementioned Agreement may be modified or extended further by written agreement of the Parties.

This Agreement shall enter into force on the date of signature.

Done at Washington this 1<sup>st</sup> day of January 1984 in duplicate in the English and Chinese languages, both texts being equally authentic.

For the Government of the  
United States of America

For the Government of the  
People's Republic of China

*George A. Keyworth II* [<sup>2</sup>]

*趙東光* [<sup>3</sup>]

<sup>1</sup> TIAS 9179; 30 UST 40.

<sup>2</sup> George A. Keyworth.

<sup>3</sup> Zhao Dongwan.

**中华人民共和国政府和美利坚合众国政府  
关于延长两国政府  
科学技术合作协定的协议**

中华人民共和国政府和美利坚合众国政府（以下简称双方）根据一九七九年一月三十一日在华盛顿签订的两国政府科学技术合作协定第十一条第一款的规定，考虑到双方合作进展顺利，为进一步发展两国科学技术合作，达成协议如下：

一、将中华人民共和国政府和美利坚合众国政府科学技术合作协定的有效期延长五年。

二、经双方书面协议，上述协定可予以修改或进一步延长。

本协议自签字之日起生效。

本协议于一九八四年一月十二日在华盛顿签署，一式两份，每份都用中文和英文写成，两种文本具有同等效力。

中华人民共和国政府

美利坚合众国政府

代 表

代 表

赵东元

George H. W. Bush

## **BARBADOS**

### **Peacekeeping**

*Agreement effected by exchange of notes  
Dated at Bridgetown November 25, 1983 and January 12, 1984;  
Entered into force January 12, 1984.*

*The American Embassy to the Barbadian Ministry of Foreign Affairs*EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 404

The Embassy of the United States of America presents its compliments to the government of Barbados and has the honor to refer to recent discussions between representatives of your government and representatives of the government of the United States concerning the furnishing of commodities and services to your government by the United States government in connection with the Peacekeeping Force for Grenada, and to advise your government that my government is prepared to furnish assistance for Peacekeeping Operations as authorized by United States law, in accordance with the following understandings:

a. The United States government shall furnish to your government such commodities and services as may be requested by representatives of your government and agreed to by representatives of the United States government, in accordance with such terms and conditions as may be agreed. For the purposes of this agreement, the term "services" includes training related to commodities.

b. Your government requires and shall use such commodities and services solely to undertake Peacekeeping Operations for Grenada. If, subsequently, the United States government and your government should mutually agree, your government may also use such commodities and services to maintain its internal security and legitimate self-defense, to participate in regional or collective arrangements or measures consistent with the Charter of the United Nations,<sup>[1]</sup> to parti-

<sup>1</sup> Signed at San Francisco June 26, 1945. TS 993; 59 Stat. 1031.

pate in collective measures requested by the United Nations for the purpose of maintaining and restoring international peace and security, or to construct public works or engage in other activities helpful to its economic and social development, and shall not undertake an act of aggression against any other state.

c. Your government shall not relinquish title to, or possession of, such commodities and services to anyone not an officer, employee, or agent of your government unless the prior consent of the United States government shall have been obtained.

d. Your government will protect the security of any commodities and services furnished hereunder, providing substantially the same degree of security protection afforded to such commodities and services by the United States government, and will, as the United States may require, permit continuous observation and review by, and furnish necessary information to, representatives of the United States government with regard to the utilization of such commodities and services.

e. I have the further honor to propose that this note together with your government's note in reply confirming that your government agrees to the foregoing understandings, shall constitute an agreement between our two governments on this subject, to be effective from the date of your government's reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the government of Barbados the assurances of its highest consideration.



Embassy of the United States of America

Bridgetown, November 25, 1983.

TIAS 10922

*The Barbadian Ministry of Foreign Affairs to the American Embassy*



No. 18/6/1 Vol.II

The Ministry of Foreign Affairs of Barbados presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Note No.404 of November 25, 1983, concerning the furnishing of commodities and services to the Government of Barbados by the Government of the United States of America in connection with the Peace-keeping Force for Grenada. Note No. 404 reads as follows:

[For text of the U.S. note, see pp. 4246-4247.]

The Ministry of Foreign Affairs of Barbados has the further honour to state that the government of Barbados agrees to the terms and conditions of the Embassy's Note No. 404 which together with this Note shall constitute an Agreement between the governments of Barbados and the United States of America in this matter.

The Ministry of Foreign Affairs of Barbados avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Ministry of Foreign Affairs  
Barbados

January 12, 1984

TIAS 10922



## **DOMINICA**

### **Peacekeeping**

*Agreement effected by exchange of notes  
Dated at Bridgetown and Roseau November 25, 1983  
and January 13, 1984;  
Entered into force January 13, 1984.*

*The American Embassy to the Dominican Ministry of External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 021

The Embassy of the United States of America presents its compliments to the government of Dominica and has the honor to refer to recent discussions between representatives of your government and representatives of the government of the United States concerning the furnishing of commodities and services to your government by the United States government in connection with the Peacekeeping Force for Grenada, and to advise your government that my government is prepared to furnish assistance for Peacekeeping Operations as authorized by United States law, in accordance with the following understandings:

a. The United States government shall furnish to your government such commodities and services as may be requested by representatives of your government and agreed to by representatives of the United States government, in accordance with such terms and conditions as may be agreed. For the purposes of this agreement, the term "services" includes training related to commodities.

b. Your government requires and shall use such commodities and services solely to undertake Peacekeeping Operations for Grenada. If, subsequently, the United States government and your government should mutually agree, your government may also use such commodities and services to maintain its internal security and legitimate self-defense, to participate in regional or collective arrangements or measures consistent with the Charter of the United Nations,<sup>[1]</sup> to partici-

<sup>[1]</sup> Signed at San Francisco June 26, 1945. TS 993; 59 Stat. 1031.

pate in collective measures requested by the United Nations for the purpose of maintaining and restoring international peace and security, or to construct public works or engage in other activities helpful to its economic and social development, and shall not undertake an act of aggression against any other state.

c. Your government shall not relinquish title to, or possession of, such commodities and services to anyone not an officer, employee, or agent of your government unless the prior consent of the United States government shall have been obtained.

d. Your government will protect the security of any commodities and services furnished hereunder, providing substantially the same degree of security protection afforded to such commodities and services by the United States government, and will, as the United States may require, permit continuous observation and review by, and furnish necessary information to, representatives of the United States government with regard to the utilization of such commodities and services.

e. I have the further honor to propose that this note together with your government's note in reply confirming that your government agrees to the foregoing understandings, shall constitute an agreement between our two governments on this subject, to be effective from the date of your government's reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the government of Dominica the assurances of its highest consideration.

Embassy of the United States of America

Bridgetown, November 25, 1983.

*The Dominican Ministry of External Affairs to the American Embassy*

TELEGRAMS, EXTERNAL DOMINICA  
TELEX: 613 EXTERNAL DO  
Ref. No...EX-2/2-49

MINISTRY OF EXTERNAL AFFAIRS.  
GOVERNMENT HEADQUARTERS.  
ROSEAU,  
COMMONWEALTH OF DOMINICA.  
WEST INDIES.

The Ministry of External Affairs of the Commonwealth of Dominica presents its compliments to the United States Embassy in Barbados and has the honour to refer to the Embassy's November 26, 1983 Telex Message<sup>[1]</sup> concerning the provision of certain commodities and services in connection with the peace keeping force for Grenada.

The Ministry, further, has the honour to state it is in agreement with the proposals as set out in the above mentioned message.

The Ministry avails itself of this opportunity to renew to the United States Embassy the assurances of its highest consideration.

Best regards.

United States Embassy,  
Bridgetown,  
BARBADOS.



January 13, 1984

<sup>1</sup> Identical to note No. 021 of Nov. 25, 1983.

## **ST. LUCIA**

### **Peacekeeping**

*Agreement effected by exchange of notes  
Dated at Bridgetown and Castries November 25, 1983  
and January 13, 1984;  
Entered into force January 13, 1984.*

*The American Embassy to the Ministry of Foreign Affairs of St. Lucia*EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 019

The Embassy of the United States of America presents its compliments to the government of ST. LUCIA and has the honor to refer to recent discussions between representatives of your government and representatives of the government of the United States concerning the furnishing of commodities and services to your government by the United States government in connection with the Peacekeeping Force for Grenada, and to advise your government that my government is prepared to furnish assistance for Peacekeeping Operations as authorized by United States law, in accordance with the following understandings:

a. The United States government shall furnish to your government such commodities and services as may be requested by representatives of your government and agreed to by representatives of the United States government, in accordance with such terms and conditions as may be agreed. For the purposes of this agreement, the term "services" includes training related to commodities.

b. Your government requires and shall use such commodities and services solely to undertake Peacekeeping Operations for Grenada. If, subsequently, the United States government and your government should mutually agree, your government may also use such commodities and services to maintain its internal security and legitimate self-defense, to participate in regional or collective arrangements or measures consistent with the Charter of the United Nations,[<sup>1</sup>] to partici-

<sup>1</sup> Signed at San Francisco June 26, 1945. TS 993; 59 Stat. 1031.

pate in collective measures requested by the United Nations for the purpose of maintaining and restoring international peace and security, or to construct public works or engage in other activities helpful to its economic and social development, and shall not undertake an act of aggression against any other state.

c. Your government shall not relinquish title to, or possession of, such commodities and services to anyone not an officer, employee, or agent of your government unless the prior consent of the United States government shall have been obtained.

d. Your government will protect the security of any commodities and services furnished hereunder, providing substantially the same degree of security protection afforded to such commodities and services by the United States government, and will, as the United States may require, permit continuous observation and review by, and furnish necessary information to, representatives of the United States government with regard to the utilization of such commodities and services.

e. I have the further honor to propose that this note together with your government's note in reply confirming that your government agrees to the foregoing understandings, shall constitute an agreement between our two governments on this subject, to be effective from the date of your government's reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the government of ST. Lucia the assurances of its highest consideration.

Embassy of the United States of America

Bridgetown, November 25, 1983.

*The Ministry of Foreign Affairs of St. Lucia to the American Embassy*



Note No. 11/84

The Ministry of Foreign Affairs of Saint Lucia presents its compliments to the Embassy of the United States of America in Bridgetown and is honoured to inform it that the Government of Saint Lucia is in agreement with the conditions stipulated in its note no. 019 of 25th November, 1983.

The Ministry of Foreign Affairs of Saint Lucia avails itself of this opportunity to renew to the Embassy of the United States of America assurances of its highest consideration.



Ministry of Foreign Affairs  
Brazil Street  
Castries

13th January, 1984

**ST. VINCENT AND THE GRENADINES**  
**Peacekeeping**

*Agreement effected by exchange of notes  
Dated at Bridgetown and St. Vincent November 25, 1983  
and January 13, 1984;  
Entered into force January 13, 1984.*

*The American Embassy to the Ministry of Foreign Affairs of St. Vincent  
and the Grenadines*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 025

The Embassy of the United States of America presents its compliments to the government of ST. VINCENT and has the honor to refer to recent discussions between representatives of your government and representatives of the government of the United States concerning the furnishing of commodities and services to your government by the United States government in connection with the Peacekeeping Force for Grenada, and to advise your government that my government is prepared to furnish assistance for Peacekeeping Operations as authorized by United States law, in accordance with the following understandings:

a. The United States government shall furnish to your government such commodities and services as may be requested by representatives of your government and agreed to by representatives of the United States government, in accordance with such terms and conditions as may be agreed. For the purposes of this agreement, the term "services" includes training related to commodities.

b. Your government requires and shall use such commodities and services solely to undertake Peacekeeping Operations for Grenada. If, subsequently, the United States government and your government should mutually agree, your government may also use such commodities and services to maintain its internal security and legitimate self-defense, to participate in regional or collective arrangements or measures consistent with the Charter of the United Nations,<sup>[1]</sup> to parti-

<sup>1</sup> Signed at San Francisco June 26, 1945. TS 993; 59 Stat. 1031.

pate in collective measures requested by the United Nations for the purpose of maintaining and restoring international peace and security, or to construct public works or engage in other activities helpful to its economic and social development, and shall not undertake an act of aggression against any other state.

c. Your government shall not relinquish title to, or possession of, such commodities and services to anyone not an officer, employee, or agent of your government unless the prior consent of the United States government shall have been obtained.

d. Your government will protect the security of any commodities and services furnished hereunder, providing substantially the same degree of security protection afforded to such commodities and services by the United States government, and will, as the United States may require, permit continuous observation and review by, and furnish necessary information to, representatives of the United States government with regard to the utilization of such commodities and services.

e. I have the further honor to propose that this note together with your government's note in reply confirming that your government agrees to the foregoing understandings, shall constitute an agreement between our two governments on this subject, to be effective from the date of your government's reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the government of ST. Vincent the assurances of its highest consideration.

Embassy of the United States of America

Bridgetown, November 25, 1983.

TIAS 10925

*The Ministry of Foreign Affairs of St. Vincent and the Grenadines to the  
American Embassy*

MINISTRY OF FOREIGN AFFAIRS

ST. VINCENT & THE GRENADINES



FM600.2

No. 4/84

The Ministry of Foreign Affairs of St Vincent and the Grenadines presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Note No. 025 of November 25, 1983 in which it is advised that the Government of the United States was prepared to furnish commodities and services to the Government of Saint Vincent and the Grenadines for peace keeping operations as authorised by United States Law in accordance with certain understandings recorded in (a) to (d) of the aforesaid note.

The Ministry of Foreign Affairs has the further honour to inform that the Government of St. Vincent and the Grenadines agrees to the understandings as outlined and that the reply to the note which was conveyed by Tolex No. 167 of 5th December 1983 constituted an agreement between our two governments on this subject.

The Ministry of Foreign Affairs of Saint Vincent and the Grenadines avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

January 13, 1984.



## **SINGAPORE**

### **Shipping: Louisiana Offshore Oil Port**

*Agreement effected by exchange of notes  
Dated at Singapore September 1, 1983 and January 16, 1984;  
Entered into force January 17, 1984.*

*The American Embassy to the Singaporean Ministry of Foreign Affairs*

No. 457/83

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Singapore and has the honor to refer to the discussions which have taken place between representatives of our two governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974,<sup>[1]</sup> and to confirm that the two governments are in agreement that vessels registered in or flying the flag of Singapore and the personnel on board such vessels utilizing the Louisiana Offshore Oil Port (Loop, Inc.) a deepwater port facility established under the Deepwater Port Act of 1974 for the purposes stated therein shall, whenever they may be present within the safety zone of such deepwater port, be subject to the jurisdiction of the United States and Singapore on the same basis as when in coastal ports of the United States.

It is the understanding of the Government of the United States and the Government of Singapore that this agreement shall not apply to vessels registered in or flying the flag of Singapore merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port.

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<sup>1</sup> 88 Stat. 2126; 33 U.S.C. §1501 *et seq.*

If the foregoing is acceptable to your Government, we have the honor to propose that this note, together with your reply of confirmation thereto, shall constitute an agreement between our two governments, to enter into force upon the receipt of your reply to that effect and to remain in force until terminated by six months' written notice by either party to the other.

The Embassy of the United States of America takes this opportunity to convey to the Ministry of Foreign Affairs the renewed assurances of its highest consideration.

Embassy of the United States of America,  
Singapore, September 1, 1983



*The Singaporean Ministry of Foreign Affairs to the American Embassy*

MFA/RE/18/84

The Ministry of Foreign Affairs of the Republic of Singapore presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Note No 457/83 dated 1 September 1983, which is reproduced as follows:

[For text of the U.S. note, see pp. 4263-4264.]

The Ministry has the honour to confirm that the Government of the Republic of Singapore has accepted the proposals contained in the Embassy's Note No 457/83 and that the Embassy's Note No 457/83, together with this Note MFA/RE/18/84 dated 16 January 1984, shall constitute an agreement between the two Governments which shall enter into force upon the receipt of this Note and which is to remain in force until it is terminated by either party giving written notice to the other 6 months before the date of termination. The Ministry would therefore be pleased if the Embassy would inform the former of the date of receipt of this Note.<sup>[1]</sup>

The Ministry of Foreign Affairs of the Republic of Singapore avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

SINGAPORE

16 January 1984

Embassy of the United States of America

Singapore



<sup>1</sup> Jan. 17, 1984. Embassy note No. 36/84, Jan. 19, 1984.

## **ISRAEL**

### **Cooperation in Social Services and Human Development**

*Memorandum of understanding signed at Washington and Jerusalem  
January 12 and 16, 1984;  
Entered into force January 16, 1984.*

MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OF THE UNITED STATES OF AMERICA  
AND THE  
MINISTRY OF LABOUR AND SOCIAL AFFAIRS  
OF THE STATE OF ISRAEL  
FOR COOPERATION IN THE FIELDS OF  
SOCIAL SERVICES AND HUMAN DEVELOPMENT

The Department of Health and Human Services of the United States of America and the Ministry of Labour and Social Affairs of the State of Israel,

Desiring to:

promote cooperation between their experts in the fields of social services and human development,

obtain solutions to problems of mutual concern through collaborative efforts, and

share and exchange information on research and administration of programs and services,

Have agreed as follows:

1. To realize the benefits of cooperation pursuant to this Memorandum of Understanding (hereinafter referred to as the Memorandum), the Department of Health and Human Services and the Ministry of Labour and Social Affairs, hereinafter referred to as the Parties, agree to exchange information and to develop other cooperative activities as specified below, or as may be subsequently agreed upon.
2. Cooperative activities initiated under this Memorandum will be conducted on the basis of equality, reciprocity, and mutual benefit. Such cooperation may be implemented through: (a) exchange of delegations, professionals and specialists, to include study visits; (b) exchange of information, standards, regulations and procedures, to include publications and monographs; (c) organization of joint conferences, seminars, workshops and meetings; (d) development of collaborative projects or demonstrations; or (e) other forms of cooperation that may be agreed upon.
3. The financing of activities under this Memorandum shall be determined by agreement and is subject to the availability of funds and personnel and to the laws and regulations of the United States of America and the State of Israel. In general, each side shall bear the costs for its participation in projects and activities unless otherwise agreed upon.

4. Areas identified for possible cooperation are as follows:

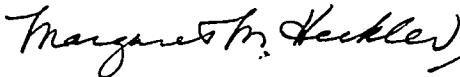
- a. Adoption of children with special needs
  - b. Community and in-home services for functionally impaired populations
  - c. Innovative housing arrangements for the aged
  - d. Intergenerational linkages
  - e. Programs designed to reduce dependency
    - (i) work-related day care
    - (ii) in-home day care
  - f. Social indicators
  - g. Developmental disabilities
  - h. Access to services by the handicapped
  - i. Juvenile delinquency - prevention/rehabilitation
  - j. Other areas as may be mutually agreed upon
5. Overall coordination shall rest on the U.S. side with the Office of the Assistant Secretary for Human Development Services and on the Israeli side with the Department of International Relations of the Ministry of Labour and Social Affairs. The representatives of these agencies will meet as necessary to review the implementation of exchange and cooperation and to develop annual and future programs within the framework of this basic agreement. Both sides will designate coordinators for each cooperative activity that is undertaken. Coordinators shall serve as the initial points of contact for developing joint activities and responding to requests for information or exchange of materials.

6. This Memorandum shall enter into force upon signature and shall remain in force for a period of five years. It may be amended or extended by the written agreement of the Parties. Either Party may terminate this Memorandum after one hundred and twenty days written notification of its intention to do so.

DONE at Washington, D.C., and Jerusalem, in duplicate in the English language.

FOR THE DEPARTMENT OF HEALTH  
AND HUMAN SERVICES OF THE  
UNITED STATES OF AMERICA

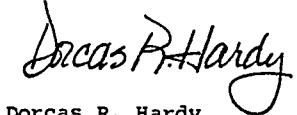
FOR THE MINISTRY OF LABOUR  
AND SOCIAL AFFAIRS OF THE  
STATE OF ISRAEL



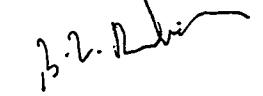
Margaret M. Heckler  
Secretary  
Date: 1/16/84

  
Aharon Uzan

Minister  
Date:

  
Dorcas R. Hardy

Dorcas R. Hardy  
Assistant Secretary  
for Human Development  
Services  
Date: 1/16/84

  
Ben-Zion Rubin

Deputy Minister  
Date: 1/16/84

## **BAHAMAS**

### **Double Taxation: Ships and Aircraft**

*Agreement effected by exchange of notes  
Dated at Nassau December 13, 1983 and January 18, 1984;  
Entered into force January 18, 1984.*

*The Bahamian Ministry of Foreign Affairs to the American Embassy*

Ministry of Foreign Affairs  
P.O. Box N-3746  
NASSAU, Bahamas

13th December, 1983.

No. 429

The Ministry of Foreign Affairs of the Commonwealth of The Bahamas presents its compliments to the Embassy of the United States of America and has the honour to refer to recent conversations between representatives of the Government of the Commonwealth of The Bahamas and the Government of the United States of America relating to the possibility of concluding an agreement confirming that the two Governments grant, on a reciprocal basis, relief from double taxation on earnings derived from the operation of ships and aircraft.

The Ministry has studied the Embassy's proposal and consequently offers for the Embassy's kind consideration, the following two amendments namely:

- (i) That the Exchange of Notes be prefaced by a heading as follows:

AGREEMENT

IN THE FORM OF AN EXCHANGE OF NOTES BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF THE BAHAMAS CONCERNING RELIEF FROM DOUBLE TAXATION ON EARNINGS DERIVED FROM THE OPERATION OF SHIPS AND AIRCRAFT.

- (ii) That the Exchange of notes, at the penultimate paragraph, provide for termination of the agreement by either party upon six months notice. The suggested wording is as follows:

"This agreement may be terminated at any time by either Government upon six months notice given to the other Government".

If the above proposals are acceptable to the Government of the United States of America then note 154 of 7th October, 1983<sup>[1]</sup> amended to reflect these proposals would be acceptable to the Government of the Commonwealth of The Bahamas.

The Ministry of Foreign Affairs of the Commonwealth of The Bahamas avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Embassy of the United States of America  
Mosmar Building  
Queen Street  
NASSAU, Bahamas



<sup>1</sup> Not printed.

*The American Embassy to the Bahamian Ministry of Foreign Affairs*

No. 18

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Commonwealth of The Bahamas and has the honor to inform the Bahamian Government that the proposed amendments recommended in its Note No. 429 are acceptable to the Government of the United States of America. The amended agreement confirming that the two governments grant, on a reciprocal basis, relief from double taxation on earnings derived from the operation of ships and aircraft is as follows:

## AGREEMENT

IN THE FORM OF AN EXCHANGE OF NOTES BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF THE BAHAMAS CONCERNING RELIEF FROM DOUBLE TAXATION ON EARNINGS DERIVED FROM THE OPERATION OF SHIPS AND AIRCRAFT.

The Government of the United States of America, in accordance with Section 872(B) and 883(A) of the Internal Revenue Code of 1954,<sup>[1]</sup> on the basis of equivalent exemptions granted by the Government of the Commonwealth of The Bahamas to citizens of the

<sup>[1]</sup> 68A Stat. 280, 283; 26 U.S.C. §§872(b), 883(a).

United States of America and to corporations organized in the United States of America, excludes from gross income and exempts from income tax all earnings derived from the operation of a ship or ships documented or of aircraft registered under the laws of The Bahamas. Earnings from the operation of ships or of aircraft include profits from the rental on a bareboat basis of ships or aircraft, and profits from the rental of containers and related equipment used in international transport, if in each case, such rental income is incidental to other income from the operation of ships or aircraft.

This agreement may be terminated at any time by either Government upon six months notice given to the other Government.

I have the honor to confirm that the Government of the United States agrees to these amendments and your Note and this reply shall constitute an agreement between our respective Governments which shall enter into force on today's date.

The Embassy of the United States of America avails itself of this opportunity to extend to the Ministry of Foreign Affairs of the Commonwealth of The Bahamas the renewed assurances of its highest consideration.

Embassy of the United States of America,  
Nassau, January 18, 1984



## **ST. CHRISTOPHER-NEVIS**

### **Peacekeeping**

*Agreement effected by exchange of notes  
Dated at St. John's and Basseterre January 19 and 20, 1984;  
Entered into force January 20, 1984.*

*The American Chargé d'Affaires to the Prime Minister  
of St. Christopher-Nevis*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 2

St. John's, January 19, 1984.

Excellency:

I have the honor to refer to the recent discussions between representatives of our two governments concerning the furnishing of commodities and services to the Government of St. Christopher and Nevis by the United States Government in connection with the peacekeeping force for Grenada, and to advise Your Excellency that my government is prepared to furnish assistance for peacekeeping operations as authorized by United States law, in accordance with the following understandings:

A. The United States Government shall furnish to the Government of St. Christopher and Nevis such commodities and services as may be requested by representatives of the Government of St. Christopher and Nevis and agreed to by representatives of the United States Government, in accordance with such terms and conditions as may be agreed. For the purposes of this agreement, the term "services" includes training related to commodities.

B. The Government of St. Christopher and Nevis requires and shall use such commodities and services solely to undertake peacekeeping operations for Grenada. If, subsequently, the United States Government and the Government of St. Christopher and Nevis should mutually agree, the Government of St. Christopher and Nevis may also use such commodities

and services to maintain its internal security and legitimate self-defense, to participate in regional or collective arrangements or measures consistent with the Charter of the United Nations,<sup>[1]</sup> to participate in collective measures requested by the United Nations for the purposes of maintaining or restoring international peace and security, or to construct public works or engage in other activities helpful to its economic and social development, and shall not undertake an act of aggression against any other state.

C. The Government of St. Christopher and Nevis shall not relinquish title to, or possession of, such commodities and services to anyone not an officer, employee, or agent of the Government of St. Christopher and Nevis unless the prior consent of the United States Government shall have been obtained.

D. The Government of St. Christopher and Nevis will protect the security of any commodities and services furnished hereunder, providing substantially the same degree of security protection afforded to such commodities and services by the United States Government and will, as the United States may require, permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the utilization of such commodities and services.

E. I have the further honor to propose that this note, together with Your Excellency's note in reply confirming that the Government of St. Christopher and Nevis agrees to the foregoing understandings, shall constitute an agreement between our two Governments on this subject, to be effective from the date of Your Excellency's reply.

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

His Excellency

Dr. Kennedy A. Simmonds

Prime Minister

Basseterre.



<sup>1</sup> Signed at San Francisco June 26, 1945. TS 993; 59 Stat. 1031.

*The Prime Minister of St. Christopher-Nevis to the American  
Charge d'Affaires*

Ministry of Foreign Affairs

Basseterre

20th January 1984

Excellency

I have the honour to refer to the recent discussion between representatives of our two governments and your note of 19th January 1984 concerning the furnishing of commodities and services to the Government of St . Christopher and Nevis by the United States Government.

I have the further honour to confirm that the Government of St. Christopher and Nevis agrees to the understandings set out in your note.

Accept, Excellency, the assurances of my highest consideration.

His Excellency

Mr. George Mc Farland  
Charge d'Affaires  
U.S. Embassy, Antigua

[SEAL]

## MULTILATERAL

Constitution of the World Health Organization—  
Amendments to Articles 24 & 25

*Adopted by the Twenty-ninth*

*World Health Assembly*

*at Geneva, May 17, 1976.*

## WORLD HEALTH ORGANIZATION

RESOLUTION  
OF THE  
TWENTY-NINTH WORLD HEALTH ASSEMBLY  
AMENDING THE CONSTITUTION  
OF THE WORLD HEALTH ORGANIZATION  
(Articles 24 and 25)<sup>[1]</sup>

On 17 May 1976 the Twenty-ninth World Health Assembly adopted the attached resolution amending Articles 24 and 25 of the Constitution of the World Health Organization.

IN FAITH WHEREOF we have appended our signatures hereto;  
DONE at Geneva this twentieth day of May 1976  
in two copies.

<u><i>Signed</i></u> Harold Walter President of the Twenty-ninth World Health Assembly	<u><i>Signed</i></u> H. Mahler Director-General of the World Health Organization
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<sup>1</sup> TIAS 1808, 4643, 8086, 8534; 62 Stat. 2679; 11 UST 2553; 26 UST 990; 28 UST 2088.

The Twenty-ninth World Health Assembly,

1. ADOPTS the following amendments to Articles 24 and 25 of the Constitution, the texts in the Chinese, English, French, Russian and Spanish languages being equally authentic:

## CHINESE TEXT

## 第二十四条

删去并代之以

执委会由三十一个会员国各指派一人组成。卫生大会应考虑到均衡的地区分配，选出有权指派一人参加执委会的会员国，但根据第40条而设立的区域组织各自应至少有三名会员国当选。这些会员国应各指派一名具有卫生方面专业资历的人员参加执委会，该人员可由副代表及顾问陪同参加。

## 第二十五条

删去并代之以

这些成员国当选任期为三年，并可连选连任。但在执委人数由三十人增至三十一人的组织法修正案生效后举行的第一次卫生大会上所选出的十一名成员中，所增选的一名成员在必要时其任期将有所缩短以便各区域组织每年至少有一个成员国当选。

## ENGLISH TEXT

Article 24 - Delete and replace by

Article 24

The Board shall consist of thirty-one persons designated by as many Members. The Health Assembly, taking into account an equitable geographical distribution, shall elect the Members entitled to designate a person to serve on the Board, provided that of such Members, not less than three shall be elected from each of the regional organizations established pursuant to Article 44. Each of these Members should appoint to the Board a person technically qualified in the field of health, who may be accompanied by alternates and advisers.

Article 25 - Delete and replace by

Article 25

These Members shall be elected for three years and may be re-elected, provided that of the eleven members elected at the first session of the Health Assembly held after the coming into force of the amendment to this Constitution increasing the membership of the Board from thirty to thirty-one the term of office of the additional Member elected shall, insofar as may be necessary, be of such lesser duration as shall facilitate the election of at least one Member from each regional organization in each year.

## FRENCH TEXT

Article 24 - Remplacer par le texte suivant

Article 24

Le Conseil est composé de trente et une personnes, désignées par autant d'Etats Membres. L'Assemblée de la Santé choisit, compte tenu d'une répartition géographique équitable, les Etats appelés à désigner un délégué au Conseil, étant entendu qu'au moins trois de ces Membres doivent être élus parmi chacune des organisations régionales établies en application de l'article 44. Chacun de ces Etats enverra au Conseil une personnalité, techniquement qualifiée dans le domaine de la santé, qui pourra être accompagnée de suppléants et de conseillers.

Article 25 - Remplacer par le texte suivant

Article 25

Ces Membres sont élus pour trois ans et sont rééligibles; cependant, parmi les onze Membres élus lors de la première session de l'Assemblée de la Santé qui suivra l'entrée en vigueur de l'amendement à la présente Constitution portant le nombre des membres du Conseil de trente à trente et un, le mandat du Membre supplémentaire élu sera, s'il y a lieu, réduit d'autant qu'il le faudra pour faciliter l'élection d'au moins un Membre de chaque organisation régionale chaque année.

## RUSSIAN TEXT

Статья 24 аннулируется и заменяется следующим текстом:

Статья 24

В состав Исполкома входит тридцать один представитель, назначенный таким же числом государств-членов. При этом во внимание справедливое географическое распределение, Ассамблея здравоохранения избирает государств-членов, которым предоставляется право назначить своего представителя в состав Исполкома, при условии, что от каждой региональной организации, учрежденной в соответствии со статьей 44, будет избрано не менее трех таких государств-членов. Каждое из этих государств-членов должно назначить в Исполком представителя, технически квалифицированного в области здравоохранения, которого могут сопровождать заместители и советники.

Статья 25 аннулируется и заменяется следующим текстом:

Статья 25

Эти государств-члены избираются сроком на три года и могут быть переизбранны, причем имеется в виду, что из числа одиннадцати государств-членов, избранных на ближайшей сессии Ассамблеи здравоохранения после вступления в силу поправки к настоящему Уставу, увеличивающей членский состав Исполкома с тридцати до тридцати одного, срок полномочий дополнительного избранного государств-члена по мере необходимости может сокращаться, что будет содействовать избранию, по крайней мере, одного государств-члена от каждой региональной организацией ежегодно.

## SPANISH TEXT

Artículo 24 — Sustitúyase porArtículo 24

El Consejo estará integrado por treinta y una personas, designadas por igual número de Miembros. La Asamblea de la Salud, teniendo en cuenta una distribución geográfica equitativa, elegirá a los Miembros que tengan derecho a designar a una persona para integrar el Consejo, quedando entendido que no podrá elegirse a menos de tres Miembros de cada una de las organizaciones regionales establecidas en cumplimiento del Artículo 44. Cada uno de los Miembros debe nombrar para el Consejo una persona técnicamente capacitada en el campo de la salubridad, que podrá ser acompañada por suplentes y asesores.

Artículo 25 — Sustitúyase porArtículo 25

Los Miembros serán elegidos por un periodo de tres años y podrán ser reelegidos, con la salvedad de que entre los once elegidos en la primera reunión que celebre la Asamblea de la Salud después de entrar en vigor la presente reforma de la Constitución, que aumenta de treinta a treinta y uno el número de puestos del Consejo, la duración del mandato del Miembro suplementario se reducirá, si fuese menester, en la medida necesaria para facilitar la elección anual de un Miembro, por lo menos, de cada una de las organizaciones regionales.

2. DECIDES that two copies of this resolution shall be authenticated by the signatures of the President of the Twenty-ninth World Health Assembly and the Director-General of the World Health Organization of which one copy shall be transmitted to the Secretary-General of the United Nations, depositary of the Constitution, and one copy retained in the archives of the World Health Organization;

3. DECIDES that the notification of acceptance of these amendments by Members in accordance with the provisions of Article 73 of the Constitution shall be effected by the deposit of a formal instrument with the Secretary-General of the United Nations, as required for acceptance of the Constitution by Article 79(b) of the Constitution.

Tenth plenary meeting, 17 May 1976  
A29/VR/10

\* \* \*

I hereby certify that the foregoing text is a true copy of the resolution adopted by the twenty-ninth World Health Assembly at its tenth plenary meeting on 17 May 1976, amending articles 24 and 25 of the Constitution of the World Health Organization signed at New York on 22 July 1946, a duly authenticated copy of which is deposited with the Secretary-General of the United Nations.

*For the Secretary-General:*

*The Director of  
the General Legal Division,  
in charge of the Office of Legal Affairs,*



United Nations, New York  
23 June 1976

**PHILIPPINES**  
**Aviation: Transport Services**

*Agreements amending the agreement of September 16, 1982.  
Effectuated by exchange of notes  
Dated at Washington September 30, 1983;  
Entered into force September 30, 1983.  
And exchange of notes  
Dated at Manila November 23, 1983 and January 23, 1984;  
Entered into force January 23, 1984.*

*The Department of State to the Philippine Embassy*

The Department of State refers to the consultations held in Manila from August 23 to 26, 1983, pursuant to Article 13 of the Air Transport Agreement between the Government of the Republic of the Philippines and the Government of the United States of America.<sup>[1]</sup> As a result of those consultations, the Government of the United States of America proposes that the Memorandum of Consultation which was signed on July 9, 1982, and entered into force on September 16, 1982, be amended to read as follows:

"1. Implementation of the Agreement

The following reservations will apply until September 30, 1984, at which time the full Agreement and its Annexes will go into effect, unless otherwise mutually agreed by the Parties:

Operation on Routes One and Two

Notwithstanding paragraph (3) of Article 11 of the Agreement, each Party shall have the right to operate:

- (a) On Route 1, until September 30, 1984, only narrow-body aircraft;
- (b) On Route 2, until September 30, 1984, eighteen (18) combination round-trip frequencies per week.

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<sup>[1]</sup>The air transport agreement and the memorandum of consultation entered into force Sept. 16, 1982. TIAS 10443 34 UST 1623.

Designations

Notwithstanding paragraph (1) of Article 3 of the Agreement, until September 30, 1984, each Party shall designate no more than three airlines to operate on Route 2 and one airline on Route 3.

Advancement of Rights

Notwithstanding these provisions, if a designated airline of the Republic of the Philippines operates four or more scheduled air services to or from the United States via Japan, prior to September 30, 1984, the foregoing reservations to the Agreement shall terminate and all provisions of the Air Transport Agreement and its Annexes become effective immediately."

If the Government of the Republic of the Philippines agrees to the foregoing proposal, the Government of the United States proposes that this note and the reply of the Government of the Republic of the Philippines concurring therein shall constitute an agreement between the two Governments which shall enter into force on the date of reply.

Department of State, September 30, 1983

*The Philippine Embassy to the Department of State*



PASUGUAN NG PILIPINAS

EMBASSY OF THE PHILIPPINES  
WASHINGTON, D.C.

The Embassy of the Philippines presents its compliments to the Department of State and has the honor to acknowledge receipt of the Department's note dated 30 September 1983 quoted below:

[For text of the U.S. note, see pp. 4289-4290.]

and to state that the Government of the Republic of the Philippines agrees thereto and the abovequoted note and this reply shall constitute an agreement between the two Governments which shall enter into force as of the date of this note.

The Embassy of the Philippines avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration.



Washington, D.C.

30 September 1983

*The American Embassy to the Philippine Ministry of Foreign Affairs*EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 686

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of the Philippines and has the honor to refer to the agreement concerning air transport services between the United States and the Philippines affected by exchange of notes dated September 16, 1982, as amended by Memoranda of Consultation dated September 16, 1982, and September 30, 1983.

Pursuant to the Memorandum of Consultation initiated by representatives of our two governments September 30, 1983, the Government of the United States proposes that the following provisions will supersede Section 1, entitled "Implementation of the Agreement" of the September 16, 1982, Memorandum of Consultations, as amended in its entirety:

"The following reservations to the Air Transport Agreement will apply until September 30, 1988, at which time the full Agreement and its annexes will go into effect, unless otherwise mutually agreed by the parties:

Operations on Routes 1 and 2: Notwithstanding Paragraph (3) of Article II of the Agreement, each party shall have the right to operate:

(A) On Route 1, until September 30, 1988, only narrow-body aircraft;

(B) On Route 2, from the effective date of this Memorandum until September 30, 1987 - eighteen (18) combination roundtrip frequencies per week; from October 1, 1987, until September 30, 1988 - twenty (20) combination roundtrip frequencies per week.

Routes:

(A) Notwithstanding Section 1 of Annex 1 to the Agreement, for the period October 1, 1984, until September 30, 1988, the airline or airlines of the Philippines:

(I) May serve up to four U.S. points granted on Philippine Route 2;

(II) May substitute one of the points it is presently operating for another point granted on Philippine Route 2; and

(III) Further substitution of points and operation to additional points may be performed by mutual agreement.

(B) Notwithstanding any of the provisions of this Memorandum, if a designated airline of the Philippines operates four or more scheduled air services to or from the United States via Japan, prior to September 30, 1988, the reservations to the Agreement shall terminate and all the provisions of the Air Transport Agreement and its annexes become effective immediately.

Designations: Notwithstanding Paragraph (1) of Article 3 of the Agreement, until September 30, 1988, each party shall designate no more than three airlines to operate on Route 2 and one airline on Route 3.

Review: The delegations agreed to meet periodically and at least one year prior to the expiration of this Memorandum on September 30, 1988, to review market and airline circumstances then prevailing to determine whether there is a need for any mutually-agreed adjustments to this understanding."

The Government of the United States proposes that, if these provisions are acceptable to the Government of the Philippines, this note and a reply concurring herein shall constitute an agreement between the Government of the United States and the Government of the Philippines, which shall enter into force on the date of reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,  
Manila, November 23, 1983.



*The Philippine Ministry of Foreign Affairs to the American Embassy*

No. 84-435

The Ministry 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. 686 dated 23 November 1983 the text of which appears hereunder:

[For text of the U.S. note, see pp. 4294-4296.]

The Ministry wishes to inform the Embassy that the Philippine Government concurs in the foregoing provisions and agrees that the Embassy's note and this reply shall constitute an agreement between the two governments to enter into force on the date of said reply.

The Ministry 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.

Manila, 23 January 1984

**DOMINICAN REPUBLIC**

**Scientific Cooperation: Geological Sciences**

*Memorandum of understanding signed at Santo Domingo  
January 23, 1984;  
Entered into force January 23, 1984.*

DR-1

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE DOMINICAN REPUBLIC  
THROUGH  
THE DIRECCION GENERAL DE MINERIA  
AND  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
THROUGH  
THE UNITED STATES GEOLOGICAL SURVEY  
CONCERNING  
COOPERATION IN THE GEOLOGICAL SCIENCES

ARTICLE I. Scope and Objectives

In order to provide a mechanism for scientific and technical cooperation in the geological sciences, the Geological Survey of the Department of the Interior of the United States of America (hereinafter referred to as the "USGS") and the Dirección General de Minería of the Dominican Republic (hereinafter referred to as the "DGM") have agreed to procedures for cooperation as defined in this Memorandum of Understanding (hereinafter referred to as "Memorandum"). This Memorandum will be carried out pursuant to the terms of the General Agreement for Economic, Technical, and Related Assistance between the Government of the United States of America and the Government of the Dominican Republic, signed and entered into force January 11, 1962,<sup>[1]</sup> and any amendments thereto; and subject to the laws and regulations

<sup>1</sup> TIAS 4936; 13 UST 60.

in each country. The USGS and the DGM (hereinafter sometimes referred to as the "Parties") agree that this cooperation will be beneficial to both Parties, and hereby state their intention to pursue scientific and technical cooperation in geological sciences.

The purpose of this Memorandum is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the Parties with respect to the geological sciences.

For cooperation requested by the DGM that extends into subjects outside the scope of the USGS, the USGS may, with the consent of the DGM and to the extent compatible with existing United States laws, executive orders, regulations, and policies, endeavor to enlist the participation of other United States entities.

The DGM may, with the concurrence of the USGS, include the participation of other organizations of the Government of the Dominican Republic in the development of activities within the scope of this Memorandum.

#### ARTICLE II. Cooperative Activities

The Parties agree that cooperative activities under this Memorandum may consist of:

— Exchanges of technical information;

— Exchange visits;

— Cooperative research between scientists of the Parties engaged in research disciplines of mutual interest within the scope of programs of the Parties;

— Other forms of cooperative activities as are mutually agreed upon.

Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

- Mineral resource investigations;
- Identification of energy resources;
- Remote sensing and geophysical techniques;
- Marine geoscience research;
- Water and soil investigations;
- Geological applications to production of food;
- Environmental geology;
- Underground storage;
- Development and use of resource data systems;
- Library methods and information management.

Special emphasis may be given to:

- Cooperative marine geophysics in selected areas;
- Hydrocarbon exploration;
- Strategic and critical mineral resources.

Any activity or project under this agreement shall be described in regard to aims, scope, schedule, cooperative entities, and funding in individual Project Agreements, which then shall become an Annex to this document.

#### ARTICLE III. Source of Funding

Cooperative activities under this Memorandum will be subject to and dependent upon the financial support and manpower available to the Parties. The terms of financing will be agreed upon by the Parties before the commencement of activities.

ARTICLE IV. Intellectual Property

The right, if any, to disseminate information regarding intellectual property, the sharing of the same, the manner in which this shall be done, to what parties, the timing of any such release, and any other matters in relation to the allocation and use of intellectual property rights, shall be clearly stated in any annex or agreement modification made under the umbrella of this Memorandum.

ARTICLE V. Planning and Review of Activities

The Parties will name representatives who, at times mutually established by the Parties, will plan and review activities under this Memorandum and use their best abilities to mitigate disputes, if any.

ARTICLE VI. Disclaimer

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use of or application by the receiving Party or by any third Party.

ARTICLE VII. Entry Into Force and Termination

The two Parties agree that this document, when signed by both Parties, will enter into force and remain in force for five (5) years, unless terminated earlier by either Party upon ninety (90) days written notice to the

other Party. The termination shall not affect the validity or duration of projects under this Memorandum that were initiated prior to such termination.

Done at Santo Domingo, National District, Capital of the Dominican Republic, in duplicate in the English and Spanish languages, both texts being equally authentic.

For the Government of the  
United States of America

Signature  
Robert Anderson  
Ambassador of the  
United States of America

January 23, 1984

For the Government of the  
Dominican Republic

Signature  
Miguel A. Peña  
Director General  
Direccion General de Minería

January 23, 1984

Signature  
Lic. José Antonio Dajri  
Secretary of State for  
Industry and Commerce

January 23, 1984

Signature  
Eng. Ramón Alburquerque  
Technical Secretary of the  
Office of the President

January 23, 1984

DR-1

MEMORANDO DE ENTENDIMIENTO  
ENTRE  
EL GOBIERNO DE LA REPUBLICA DOMINICANA  
A TRAVES DE  
LA DIRECCION GENERAL DE MINERIA  
Y  
EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA  
A TRAVES DE  
EL GEOLOGICAL SURVEY DE LOS ESTADOS UNIDOS DE AMERICA  
CON RESPECTO A  
LA COOPERACION EN LAS CIENCIAS GEOLOGICAS

**ARTICULO I. Alcance y Cojetivos**

A fin de proveer un mecanismo para la cooperacion científica y técnica en las ciencias geológicas, la Dirección General de Minería de la República Dominicana (en lo adelante denominada la "DGM") y el Geological Survey del Departamento del Interior de los Estados Unidos de América (en lo adelante denominado el "USGS") han acordado los procedimientos para la cooperación que se definen en el presente Memorando de Entendimiento (en lo adelante denominado el "Memorando"). El presente Memorando se llevará a cabo de conformidad con los términos del Acuerdo General de Asistencia Económica y Técnica y para Propósitos Afines, entre los gobiernos de la República Dominicana y de los Estados Unidos de América, que fue firmado y entró en vigor el 11 de enero de 1962, y todas sus enmiendas; y sin perjuicio de las leyes y reglamentos de cada uno de los países. La DGM y el USGS (en lo

adelante denominados, a veces, las "Partes") convienen en que dicha cooperación redundará en beneficio de ambas Partes y, por la presente, manifiestan su intención de emprender la cooperación científica y técnica en las ciencias geológicas.

El presente Memorando tiene por objeto proporcionar un marco para el intercambio de conocimientos científicos y técnicos y el incremento de las capacidades científicas y técnicas de las Partes con respecto a las ciencias geológicas.

Para la cooperación solicitada por la DGM que se extiende a asuntos fuera de la competencia del USGS, éste, con el consentimiento de la DGM y en la medida en que sea compatible con las leyes, los decretos presidenciales, los reglamentos y las políticas vigentes de los Estados Unidos, podrá tratar de conseguir la participación de otras entidades de los Estados Unidos.

La DGM, con la conformidad del USGS, podrá incluir la participación de otras organizaciones del Gobierno de la República Dominicana en el desarrollo de actividades comprendidas dentro del alcance del presente Memorando.

#### ARTICULO III. Actividades Cooperativas

Las Partes convienen en que las actividades cooperativas realizadas conforme al presente Memorando podrán consistir en:

- Intercambios de información técnica;
- Visitas de intercambio;
- Investigaciones cooperativas entre científicos de las Partes dedicadas a trabajos de investigación en disciplinas de mutuo interés dentro del ámbito de los programas de las Partes; y

— Otras formas de actividades cooperativas convenidas de mutuo acuerdo.

Concretamente, la cooperación se podrá extender, entre otros, a sectores de interés mutuo, tales como:

- Investigaciones de recursos mineros;
- Identificación de recursos energéticos;
- Técnicas de geofísica y teledetección;
- Investigación de geociencias marinas;
- Investigaciones de aguas y suelos;
- Aplicaciones geológicas a la producción de alimentos;
- Geología ambiental;
- Depósitos subterráneos;
- Elaboración y uso de sistemas de datos sobre recursos; y
- Métodos bibliotecológicos y administración de información.

Se podrá conceder atención especial a:

- Geofísica marina cooperativa en zonas selectas;
- Exploración de hidrocarburos; y
- Recursos minerales estratégicos y críticos.

Toda actividad o proyecto realizado al amparo del presente acuerdo se describirá en relación con sus objetivos, alcance, programación, entidades cooperativas y financiación en los Acuerdos sobre Proyectos individuales, que se convertirán entonces en un Anexo al presente documento.

### ARTICULO III. Fuentes de Financiación

Las actividades cooperativas realizadas al amparo del presente Memorando estarán sujetas al apoyo financiero y a la mano de obra de que dispongan las

Partes, y dependerán de ellos. Las Partes acordarán los términos de la financiación antes de dar comienzo a las actividades.

ARTICULO IV. Propiedad Intelectual

Los derechos que pudieran existir a difundir la información relacionada con la propiedad intelectual, la compartición de la misma, la forma en que esto se efectúe, con qué Partes, la elección del momento de dicha difusión y toda cuestión relativa a la asignación y uso de los derechos de propiedad intelectual, quedarán claramente estipulados en un anexo o modificación del acuerdo hechos dentro del marco del presente Memorando.

ARTICULO V. Planificación y Examen de las Actividades

Las Partes nombrarán representantes que, en las fechas establecidas de mutuo acuerdo entre las Partes, planificarán y examinarán las actividades que se realicen en virtud del presente Memorando, y desplegarán sus mayores esfuerzos para mitigar cualquier controversia que pudiera surgir.

ARTICULO VI. Denegación de Responsabilidad

La información transmitida por una Parte a la otra Parte en virtud del presente Memorando será correcta al mejor saber y entender de la Parte transmisora, pero ésta no garantiza la idoneidad de la información transmitida para ningún uso o aplicación concretos a que la destine la Parte receptora o cualquier tercera Parte.

ARTICULO VII. Entrada en Vigor y Terminación

Las dos Partes acuerdan que el presente documento entrará en vigor al ser firmado por ambas Partes y tendrá una vigencia de cinco (5) años a partir de dicha fecha. Podrá ser modificado o prorrogado por acuerdo mutuo, y cualquiera de las Partes lo podrá dar por terminado en cualquier momento previa notificación por escrito a la otra Parte con noventa (90) días de antelación. La terminación de la vigencia del presente Memorando no afectará la validez ni la duración de los proyectos realizados en virtud del presente Memorando e iniciados con anterioridad a dicha terminación.

Hecho en Santo Domingo, Distrito Nacional, Capital de la República Dominicana, en duplicado, en los idiomas español e inglés, siendo ambos textos igualmente auténticos.

Por el Gobierno de los  
Estados Unidos de América

Firma  
Robert Anderson  
Embajador de los  
Estados Unidos de América

23 de enero de 1984

Por el Gobierno de la  
República Dominicana

Firma  
Miguel A. Peña  
Director General  
Dirección General de Minería  
y Fábrica Dominicana

23 de enero de 1984

Firma  
Lic. José Antonio Najri  
Secretario de Estado de  
Industria y Comercio

23 de enero de 1984

Firma  
Ing. Ramón Alburquerque  
Secretario Técnico de la  
Presidencia

23 de enero de 1984

## **MULTILATERAL**

### **Atomic Energy: Transfer of Uranium for Research Reactor**

*Agreement done at Vienna January 25, 1984;  
Entered into force January 25, 1984.  
With exchange of notes.*

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENTS OF CANADA, JAMAICA AND THE UNITED STATES OF AMERICA CONCERNING THE TRANSFER OF ENRICHED URANIUM FOR A LOW POWER RESEARCH REACTOR

WHEREAS the Government of Jamaica (hereinafter called "Jamaica"), taking into account the desire of the University of the West Indies at Kingston in Jamaica to establish a project relating to the operation of a safe low power critical experiment reactor of the type known as Slowpoke II (hereinafter called the "reactor") supplied to it by the Government of Canada (hereinafter called "Canada"), has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing the special fissionable material contained in fuel elements for the reactor;

WHEREAS Canada and Jamaica concluded an exchange of notes on 30 June 1983 setting forth non-proliferation terms and conditions relating to the supply of the reactor and its core;

WHEREAS, under the Agreement for Cooperation Concerning the Civil Uses of Atomic Energy Between the Government of the United States of America (hereinafter called "United States") and Canada, concluded on 21 July 1955, as amended (hereinafter called the "Canada-United States Cooperation Agreement"),<sup>[1]</sup> the United States sold enriched uranium to Canada, and its transfer beyond the jurisdiction of Canada is subject to the terms of that Agreement;

WHEREAS the fuel elements Canada intends to provide for the reactor have been manufactured with enriched uranium of United States origin, bought by Canada pursuant to the Canada-United States Cooperation Agreement;

WHEREAS the Agency and the United States on 11 May 1959 signed an Agreement for Cooperation, as amended (hereinafter called the "United States-IAEA Cooperation Agreement");<sup>[2]</sup>

WHEREAS Jamaica on 6 November 1978 concluded with the Agency an Agreement for the Application of Safeguards in Connection with the Treaty on the Prohibition of Nuclear Weapons in Latin America and the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter called the "Jamaica-IAEA Safeguards Agreement"); and

<sup>1</sup> Signed June 15, 1955; entered into force July 21, 1955. TIAS 3304, 3771, 4518, 5102, 9759; 6 UST 2595; 8 UST 275; 11 UST 1780; 13 UST 1400; 32 UST 1079.

<sup>2</sup> TIAS 4291, 7852, 9762; 10 UST 1424; 25 UST 1199; 32 UST 1143.

WHEREAS the Board of Governors of the Agency (hereinafter called the "Board") approved the project on 6 October 1983;

NOW THEREFORE the Agency, Canada, Jamaica and the United States hereby agree as follows:

#### ARTICLE I

##### Definition of the Project

The project covered by this Agreement relates to the operation of a Slowpoke II reactor by the University of the West Indies at Kingston, Jamaica, for research and training purposes.

#### Article II

##### Supply of Enriched Uranium

1. Subject to the terms of the Canada—United States Cooperation Agreement, Canada shall transfer to the Agency and the Agency, subject to the terms of the United States—IAEA Cooperation Agreement, shall retransfer to Jamaica approximately 906 grams of uranium property of Canada and of United States origin, enriched to approximately 93.1 per cent by weight in the isotope uranium-235 and contained in fuel elements, and approximately 1 gram of such uranium enriched to approximately 93 per cent by weight in the isotope uranium-235 and contained in metal foils (hereinafter called the "supplied material") for the reactor.
2. The United States shall approve the transfer specified in paragraph 1, pursuant to the Canada—United States Cooperation Agreement. Upon transfer to Jamaica, the supplied material shall be subject to the terms and conditions of the United States—IAEA Cooperation Agreement.
3. The supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall be used exclusively by and remain at the University of the West Indies in Kingston, unless Jamaica, Canada and the United States otherwise agree.
4. The supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall be stored or reprocessed or otherwise altered in form or content only under conditions and in facilities acceptable to Jamaica, Canada and the United States. Such material shall not be further enriched unless Jamaica, Canada and the United States agree.

#### ARTICLE III

##### Shipment of the Supplied Material

All arrangements for the export from Canada of the supplied material

shall be the responsibility of Canada and Jamaica. Prior to the export of any part of such material, Canada shall notify the United States and the Agency of the amount thereof and of the date, place and method of shipment.

#### ARTICLE IV

##### *Transport, Handling and Use*

1. Canada and Jamaica shall take all appropriate measures to ensure the safe transport, handling and use of the supplied material. After export from Canada, such measures shall be the responsibility of Jamaica.
2. Neither the United States nor the Agency warrants the suitability or fitness of the supplied material for any particular use or application or shall at any time bear any responsibility towards Jamaica or Canada or any person for any claim arising out of the transport, handling or use of the supplied material.

#### ARTICLE V

##### *Safeguards*

1. Jamaica undertakes that the reactor, the supplied material and any special fissionable material used in or produced through the use of either, including subsequent generations of produced special fissionable material, shall not be used for the manufacture of any nuclear weapon or any nuclear explosive device, or for research on or the development of any nuclear weapon or any nuclear explosive device, or for any other military purpose.
2. The safeguards rights and responsibilities of the Agency provided for in Article XII.A of the Statute of the Agency (hereinafter called the "Statute")<sup>[1]</sup> are relevant to the project and shall be implemented and maintained with respect to the project. Jamaica shall cooperate with the Agency to facilitate the implementation of the safeguards required by this Agreement.
3. The implementation of the Agency's safeguards rights and responsibilities referred to in paragraph 2 is satisfied by the application of safeguards pursuant to the Jamaica-IAEA Safeguards Agreement.
4. In the event the Board determines, in accordance with Article XII.C of the Statute, that there has been any non-compliance with paragraph 1 or 2 of this Article, the Board shall call upon Jamaica to remedy such non-compliance forthwith, and the Board shall make such reports as it deems appropriate. In the event of failure by Jamaica to take fully corrective action within a reasonable time, the Board may take any other measures provided for in Article XII.C of the Statute.
5. Upon request of the United States or Canada, Jamaica shall inform that State of the status of all inventories of any materials required to

<sup>1</sup> Signed Oct. 26, 1956. TIAS 3873, 5284, 7668; 8 UST 1093; 14 UST 135; 24 UST 1637.

be safeguarded pursuant to this Agreement. If the United States or Canada so requests, Jamaica shall permit the Agency to inform that State of the status of all such inventories to the extent such information is available to the Agency.

#### ARTICLE VI

##### Safety Standards and Measures

The safety standards and measures specified in Annex A shall apply to the project.

#### ARTICLE VII

##### Agency Inspectors

The relevant provisions of the Jamaica-IAEA Safeguards Agreement shall apply to Agency inspectors performing functions pursuant to this Agreement.

#### ARTICLE VIII

##### Scientific Information

In conformity with Article VIII.B of the Statute, Jamaica shall make available to the Agency without charge all scientific information developed as a result of the assistance provided by the Agency for the project.

#### ARTICLE IX

##### Languages

All reports and other information required for the implementation of this Agreement shall be submitted to the Agency in one of the working languages of the Board.

#### ARTICLE X

##### Physical Protection

1. Jamaica undertakes that adequate physical protection measures shall be maintained with respect to the supplied material and any special fissionable material produced through the use of the supplied material, including subsequent generations of produced special fissionable material.
2. The Parties to this Agreement (hereinafter called the "Parties") agree to the levels for the application of physical protection set forth in

Annex B, which levels may be modified by mutual consent of the Parties without amendment to this Agreement. Jamaica shall maintain adequate physical protection measures in accordance with such levels. These measures shall as a minimum provide protection comparable to that set forth in Agency document INFCIRC/255/Rev.1, entitled "The Physical Protection of Nuclear Material", or in any revision of that document agreed to by the Parties.

#### ARTICLE XI

##### Settlement of Disputes

1. Any decision of the Board concerning the implementation of Article V, VI or VII shall, if the decision so provides, be given effect immediately by Jamaica and the Agency pending the final settlement of the dispute.
2. Any dispute arising out of the interpretation or implementation of this Agreement, which is not settled by negotiation or as may otherwise be agreed by the Parties concerned, shall on the request of any such Party be submitted to an arbitral tribunal composed as follows: each Party to the dispute shall designate one arbitrator and the arbitrators so designated shall by unanimous decision elect an additional arbitrator, who shall be the Chairman. If the number of arbitrators so selected is even, the Parties to the dispute shall by unanimous decision elect an additional arbitrator. If within thirty days of the request for arbitration any Party to the dispute has not designated an arbitrator, any other Party to the dispute may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if within thirty days of the designation or appointment of the arbitrators, the Chairman or any required additional 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 established by the tribunal, whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties to the dispute, shall be final and binding on all the Parties concerned. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice.

#### ARTICLE XII

##### Entry into Force and Duration

1. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of Canada, Jamaica and the United States.
2. This Agreement shall continue in effect until the Parties agree that any nuclear material which was ever subject to this Agreement may be transferred beyond the territory of Jamaica or out of its jurisdiction or control, or until such time as the Parties agree that such material is no longer usable for any nuclear activity relevant from the point of view of safeguards.

ACCORD ENTRE L'AGENCE INTERNATIONALE DE L'ENERGIE ATOMIQUE  
ET LES GOUVERNEMENTS DU CANADA, DE LA JAMAÏQUE ET  
DES ETATS-UNIS D'AMÉRIQUE, CONCERNANT LA CESSION  
D'URANIUM ENRICHÉ POUR UN REACTEUR DE RECHERCHE  
DE FAIBLE PUISSANCE

CONSIDERANT que le Gouvernement de la Jamaïque (ci-après dénommé "la Jamaïque"), tenant compte du désir de l'Université des Antilles à Kingston (Jamaïque) d'entreprendre l'exploitation d'un réacteur sûr de faible puissance pour expériences critiques, du type connu sous le nom de Slowpoke II (ci-après dénommé "le réacteur"), qui lui a été fourni par le Gouvernement du Canada (ci-après dénommé "le Canada"), a fait appel à l'Agence internationale de l'énergie atomique (ci-après dénommée "l'Agence") en vue d'obtenir des produits fissiles spéciaux contenus dans des éléments combustibles destinés au réacteur;

CONSIDERANT que le Canada et la Jamaïque ont procédé le 30 juin 1983 à un échange de notes précisant les conditions et modalités de non-prolifération applicables à la fourniture du réacteur et de son coeur;

CONSIDERANT qu'en vertu de l'Accord de coopération concernant les usages civils de l'énergie atomique conclu entre le Gouvernement des Etats-Unis d'Amérique (ci-après dénommé "les Etats-Unis") et le Canada le 21 juillet 1955 et amendé (ci-après dénommé "l'Accord de coopération Canada-Etats-Unis"), les Etats-Unis ont vendu de l'uranium enrichi au Canada, et que son transfert hors de la juridiction du Canada est soumis aux termes dudit Accord;

CONSIDERANT que les éléments combustibles que le Canada se propose de fournir pour le réacteur ont été fabriqués avec de l'uranium enrichi en provenance des Etats-Unis, acheté par le Canada en vertu de l'Accord de coopération Canada-Etats-Unis;

CONSIDERANT que l'Agence et les Etats-Unis ont conclu un Accord de coopération signé le 11 mai 1959 et amendé (ci-après dénommé "l'Accord de coopération Etats-Unis-AIEA");

CONSIDERANT que la Jamaïque et l'Agence ont conclu le 6 novembre 1978 un Accord relatif à l'application de garanties dans le cadre du Traité sur l'interdiction des armes nucléaires en Amérique latine et du Traité sur la non-prolifération des armes nucléaires (ci-après dénommé "l'Accord de garanties Jamaïque-AIEA");

CONSIDERANT que le Conseil des gouverneurs de l'Agence (ci-après dénommé "le Conseil") a approuvé le projet le 6 octobre 1983;

EN CONSÉQUENCE, l'Agence, le Canada, la Jamaïque et les Etats-Unis sont convenus par les présentes de ce qui suit :

**ARTICLE PREMIER****Définition du projet**

Le projet auquel se rapporte le présent Accord a trait à l'exploitation par l'Université des Antilles à Kingston (Jamaïque) d'un réacteur de recherche Slowpoke II qui servira pour des travaux de recherche et pour la formation.

**Article II****Fourniture d'uranium enrichi**

1. Dans le cadre de l'Accord de Coopération Canada-Etats-Unis, le Canada céde à l'Agence et l'Agence, dans le cadre de l'Accord de coopération Etats-Unis-AIEA, rétrocède à la Jamaïque environ 906 grammes d'uranium, propriété du Canada et en provenance des Etats-Unis, enrichi à approximativement 93,1 % en poids en isotope 235 et contenu dans des éléments combustibles, et environ 1 gramme dudit uranium, enrichi à approximativement 93 % en poids en isotope 235 et contenu dans des feuilles métalliques (ci-après dénommés "la matière fournie"), destinés au réacteur.

2. Les Etats-Unis approuvent la cession visée au paragraphe 1, en application de l'Accord de coopération Canada-Etats-Unis. Après sa cession à la Jamaïque, la matière fournie sera soumise aux conditions et modalités de l'Accord de coopération Etats-Unis-AIEA.

3. La matière fournie ainsi que tout produit fissile spécial obtenu grâce à son emploi, y compris les générations ultérieures de produits fissiles spéciaux obtenus, sont utilisées exclusivement par l'Université des Antilles à Kingston, et restent dans cette université, à moins que la Jamaïque, le Canada et les Etats-Unis n'en conviennent autrement.

4. La matière fournie ainsi que tout produit fissile spécial obtenu grâce à son emploi, y compris les générations ultérieures de produits fissiles spéciaux obtenus, ne sont entreposés, retraités ou autrement modifiés dans leur forme ou leur teneur que dans des conditions et dans des installations acceptables pour la Jamaïque, le Canada et les Etats-Unis. Cette matière ne fait pas l'objet d'un enrichissement supplémentaire, à moins que la Jamaïque, le Canada et les Etats-Unis ne le décident.

**Article III****Expédition de la matière fournie**

Il incombe au Canada et à la Jamaïque de prendre toutes les dispositions relatives à l'exportation de la matière fournie hors du Canada. Avant l'expédition de toute partie de cette matière, le Canada notifie aux Etats-Unis et à l'Agence la quantité de matière ainsi que la date, le lieu et le mode d'expédition.

**Article IV****Transport, manutention et utilisation**

1. Le Canada et la Jamaïque prennent toutes les mesures appropriées afin que le transport, la manutention et l'utilisation de la matière fournie ne présentent aucun danger. Après exportation hors Canada, ces mesures incombent à la Jamaïque.

2. Ni les Etats-Unis ni l'Agence ne garantissent que la matière fournie est appropriée à une utilisation ou application déterminée, ni n'assument à aucun moment de responsabilité à l'égard de la Jamaïque ou du Canada ou de toute autre personne au titre du transport, de la manutention ou de l'utilisation de la matière fournie.

**Article V****Garanties**

1. La Jamaïque s'engage à ne pas utiliser le réacteur, la matière fournie ni aucun produit fissile spécial utilisé dans ledit réacteur ou ladite matière ou obtenu grâce à l'emploi de l'un ou de l'autre, y compris les générations ultérieures de produits fissiles spéciaux obtenus, pour la fabrication d'armes nucléaires ou de tout dispositif explosif nucléaire ou pour des travaux de recherche ou de développement sur des armes nucléaires ou tout dispositif explosif nucléaire, ou pour toute autre fin militaire.

2. Les droits et responsabilités de l'Agence en matière de garanties, prévus au paragraphe A de l'article XII de son Statut (ci-après dénommé "le Statut") s'appliquent au projet et sont assumés par l'Agence à son égard. La Jamaïque coopère avec l'Agence pour faciliter l'application des garanties requises par le présent Accord.

3. La mise en oeuvre des droits et des responsabilités de l'Agence en matière de garanties visés à l'alinéa 2 est assurée par l'application des garanties conformément à l'Accord de garanties Jamaïque-AIEA.

4. Si le Conseil estime, conformément au paragraphe C de l'article XII du Statut, qu'il y a eu violation de l'alinéa 1 ou de l'alinéa 2 du présent article, il enjoint à la Jamaïque de mettre fin immédiatement à cette violation et fait les rapports qu'il juge appropriés. Si la Jamaïque ne prend pas dans un délai raisonnable toute mesure propre à mettre fin à cette violation, le Conseil peut prendre toute autre mesure prévue au paragraphe C de l'article XII du Statut.

5. Sur la demande des Etats-Unis ou du Canada, la Jamaïque les informe de l'état de tous les stocks de toutes les matières qui doivent être soumises aux garanties en vertu du présent Accord. Si les Etats-Unis ou le Canada en font la demande, la Jamaïque autorise l'Agence à les informer de l'état de tous ces stocks dans la mesure où l'Agence dispose des renseignements voulus.

**Article VI****Normes et mesures de sûreté**

Les normes et mesures de sûreté spécifiées à l'Annexe A du présent Accord s'appliquent au projet.

**Article VII****Inspecteurs de l'Agence**

Les dispositions pertinentes de l'Accord de garanties Jamaïque-AIEA s'appliquent aux inspecteurs de l'Agence dans l'exercice de leurs fonctions en vertu du présent Accord.

**Article VIII****Renseignements techniques**

Conformément au paragraphe B de l'article VIII du Statut, la Jamaïque met à la disposition de l'Agence, à titre gracieux, tous les renseignements scientifiques qui sont le fruit de l'aide accordée par l'Agence dans le cadre du présent projet.

**Article IX****Langues**

Tous les rapports et autres renseignements nécessaires à la mise en œuvre du présent Accord seront soumis à l'Agence dans l'une des langues de travail du Conseil.

**Article X****Protection physique**

1. La Jamaïque s'engage à assurer une protection physique appropriée en ce qui concerne la matière fournie ainsi que tout produit fissile spécial obtenu grâce à l'emploi de la matière fournie, y compris les générations ultérieures de produits fissiles spéciaux obtenus.

2. Les parties au présent Accord (ci-après dénommés "les Parties") acceptent les niveaux de protection physique définis à l'Annexe B du présent Accord, ces derniers pouvant être modifiés par consentement mutuel des Parties sans amendement audit Accord. La Jamaïque applique des mesures de protection physique adéquates correspondant à ces niveaux. Ces mesures assurent au minimum une protection comparable à celle qui est prévue dans le document de l'Agence INFCIRC/255/Rev.1 intitulé "La protection physique des matières nucléaires", ou dans toute version revisée de ce document acceptée d'un commun accord par les Parties.

**Article XI****Règlement des différends**

1. Toute décision du Conseil concernant la mise en œuvre des articles V, VI ou VII est, si elle en dispose ainsi, immédiatement appliquée par la Jamaïque et l'Agence en attendant le règlement définitif du différend.

2. Tout différend portant sur l'interprétation ou l'application du présent Accord, qui n'est pas réglé par voie de négociation ou par un autre moyen agréé par les Parties intéressées, est soumis, à la demande de l'une des Parties intéressées, à un tribunal d'arbitrage ayant la composition suivante : chacune des Parties au différend désigne un arbitre et les arbitres ainsi désignés élisent à l'unanimité un arbitre supplémentaire qui préside le tribunal. Si le nombre d'arbitres ainsi choisis est un nombre pair, les Parties au différend élisent à l'unanimité un arbitre supplémentaire. Si l'une des Parties au différend n'a pas désigné d'arbitre dans les trente jours qui suivent la demande d'arbitrage, l'une des autres Parties au différend peut demander au Président de la Cour internationale de Justice de nommer le nombre nécessaire d'arbitres. La même procédure est appliquée si dans les trente jours qui suivent la désignation ou la nomination des arbitres, le président ou l'arbitre supplémentaire éventuellement nécessaire n'a pas été élu. Le quorum est constitué par la majorité des membres du tribunal d'arbitrage et toutes les décisions sont prises à la majorité des voix. La procédure d'arbitrage est fixée par le tribunal; toutes les Parties au différend doivent se conformer aux décisions du tribunal, y compris toutes décisions relatives à sa constitution, à sa procédure, à sa compétence et à la répartition des frais d'arbitrage entre les Parties au différend. La rémunération des arbitres est déterminée sur la même base que celle des juges ad hoc de la Cour internationale de Justice.

**Article XII****Entrée en vigueur et durée**

1. Le présent Accord entre en vigueur lors de sa signature par le Directeur général de l'Agence ou en son nom et par les représentants dûment habilités du Canada, de la Jamaïque et des Etats-Unis.

2. Le présent Accord reste en vigueur jusqu'à ce que les parties conviennent que toute matière nucléaire déjà soumise aux dispositions qu'il comporte peut être transférée hors du territoire de la Jamaïque ou hors de sa juridiction ou de son contrôle, ou jusqu'à ce que les parties conviennent que cette matière n'est plus utilisable pour une activité nucléaire présentant une importance du point de vue des garanties.

DONE in Vienna, on the ~~twelfth~~-<sup>fifth</sup> day of JANUARY 1984, in quadruplicate in the English and French languages, the texts in both languages being equally authentic.

FAIT à Vienne, le ~~vingt-cinq~~ <sup>cinquième</sup> de Janvier 1984, en quatre exemplaires en langue anglaise et française, le texte de chaque langue faisant également foi.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:  
Pour l'AGENCE INTERNATIONALE DE L'ENERGIE ATOMIQUE:

*Hans Blix* [<sup>1</sup>]

For the GOVERNMENT OF CANADA:  
Pour le GOUVERNEMENT DU CANADA:

*Alan W. Sullivan* [<sup>2</sup>]

For the GOVERNMENT OF JAMAICA:  
Pour le GOUVERNEMENT DE LA JAMAIQUE:

*K.G.A. Hill* [<sup>3</sup>]

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:  
Pour le GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

*Richard S. Williamson* [<sup>4</sup>]

[SEAL]

<sup>1</sup> Hans Blix.

<sup>2</sup> Alan W. Sullivan.

<sup>1</sup> K.G.A. Hill.

<sup>2</sup> Richard S. Williamson.

## ANNEX A

## SAFETY STANDARDS AND MEASURES

1. The safety standards and measures applicable to the project shall be those defined in Agency document INFCIRC/18/Rev.1 (hereinafter called the "Safety Document") as specified below.
2. Jamaica shall apply the Agency's Basic Safety Standards for Radiation Protection and the relevant provisions of the Agency's Regulations for the Safe Transport of Radioactive Materials, as they may be revised by the Agency from time to time, and shall as far as possible apply them also to any shipment of the supplied material outside the jurisdiction of Jamaica. Jamaica shall endeavour to ensure safety conditions as recommended in the Agency's Code of Practice on the Safe Operation of Critical Assemblies and Research Reactors and other relevant Codes of Practice.
3. Jamaica shall arrange for the submission to the Agency, at least thirty (30) days prior to the proposed transfer of any part of the supplied material to the jurisdiction of Jamaica, of a detailed safety analysis report containing the information specified in paragraph 4.7 of the Safety Document, with particular reference to the following types of operations, to the extent that all relevant information is not yet available to the Agency.
  - (a) Receipt and handling of the supplied material;
  - (b) Loading of the supplied material into the reactor;
  - (c) Start-up and pre-operational testing of the reactor with the supplied material;
  - (d) Experimental program and procedures involving the reactor;
  - (e) Unloading of the supplied material from the reactor; and
  - (f) Handling and storage of the supplied material after unloading from the reactor.
4. Once the Agency has determined that the safety measures provided for the project are adequate, the Agency shall give its consent for the start of the proposed operations. Should Jamaica desire to make substantial modifications to the procedures with respect to which information has been submitted, or to perform any operations with the reactor or the supplied material with respect to which operations no information has been submitted, it shall submit to the Agency all relevant information as specified in paragraph 4.7 of the Safety Document, on the basis of which the Agency may require the application of additional safety measures in accordance with paragraph 4.8 of the Safety Document. Once Jamaica has undertaken to apply the additional safety measures requested by the Agency, the Agency shall give its consent for the modifications or operations envisaged by Jamaica.

5. Jamaica shall arrange for submission to the Agency, as appropriate, of the reports specified in paragraphs 4.19 and 4.10 of the Safety Document.

6. The Agency may, in agreement with Jamaica, send safety missions for the purpose of providing advice and assistance to Jamaica in connection with the application of adequate safety measures to the project, in accordance with paragraphs 5.1 and 5.3 of the Safety Document. Moreover, special safety missions may be arranged by the Agency in the circumstances specified in paragraph 5.2 of the Safety Document.

7. Changes in the safety standards and measures laid down in this Annex may be made by mutual consent between the Agency and Jamaica in accordance with paragraphs 6.2 and 6.3 of the Safety Document.

## ANNEX B

## LEVELS OF PHYSICAL PROTECTION

Pursuant to Article X, the agreed levels of physical protection to be ensured by the competent national authorities in the use, storage and transportation of nuclear material listed in the attached table shall as a minimum include protection characteristics as follows:

## CATEGORY III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements between sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of the supplier State and the recipient State, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

## CATEGORY II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements between sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of the supplier State and the recipient State, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

## CATEGORY I

Materials in this category shall be protected with highly reliable systems against unauthorized use as follows:

Use and storage within a highly protected area, i.e., a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault short of war, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of Category II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE: CATEGORIZATION OF NUCLEAR MATERIAL<sup>a</sup>

Material	Form	I	Category II	III
1. Plutonium <sup>b,f</sup>	Unirradiated <sup>b</sup>	2 kg or more	Less than 2 kg but more than 500 g	500 g or less <sup>c</sup>
2. Uranium-235 <sup>d</sup>	Unirradiated <sup>b</sup> — uranium enriched to 20% <sup>235</sup> U or more — uranium enriched to 10% <sup>235</sup> U but less than 20% — uranium enriched above natural, but less than 10% <sup>235</sup> U	5 kg or more — —	Less than 5 kg but more than 1 kg 10 kg or more —	1 kg or less <sup>c</sup> Less than 10 kg <sup>c</sup> 10 kg or more
3. Uranium-233	Unirradiated <sup>b</sup>	2 kg or more	Less than 2 kg but more than 500 g	500 g or less <sup>c</sup>

<sup>a</sup> All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.<sup>b</sup> Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rad/hour at one meter unshielded.<sup>c</sup> Less than a radiologically significant quantity should be exempted.<sup>d</sup> Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.<sup>e</sup> Irradiated fuel should be protected as Category I, II or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of original fissile material content is included as Category I or II before irradiation should only be reduced one Category level, while the radiation level from fuel exceeds 100 rad/h at one meter unshielded.<sup>f</sup> The State's competent authority should determine if there is a credible threat to disperse plutonium malvolently. The State should then apply physical protection requirements for category I, II or III of nuclear material, as it deems appropriate and without regard to the plutonium quantity specified under each category herein, to the plutonium isotopes in those quantities and forms determined by the State to fall within the scope of the credible dispersal in

## ANNEXE A

## NORMES ET MESURES DE SURETE

1. Les normes et mesures de sûreté applicables au projet sont celles qui figurent dans le document de l'Agence INF/CIRC/18/Rev.1 (ci-après dénommé "le Document relatif à la sûreté"), conformément aux dispositions ci-après.

2. La Jamaïque applique les Normes fondamentales de radioprotection de l'Agence et les dispositions pertinentes du Règlement de transport des matières radioactives établi par l'Agence, telles qu'elles pourront être révisées le cas échéant, et les applique également, dans la mesure du possible, à toute expédition de la matière fournie hors de la juridiction de la Jamaïque. La Jamaïque s'efforce d'assurer les conditions de sûreté recommandées dans le Code de bonne pratique de l'Agence sur l'exploitation des assemblages critiques et des réacteurs de recherche, et les autres codes de bonne pratique pertinents.

3. Au moins trente jours avant le transfert envisagé de toute partie de la matière fournie dans sa juridiction, la Jamaïque soumet à l'Agence un rapport détaillé sur l'analyse de la sûreté, contenant les renseignements spécifiés au paragraphe 4.7 du Document relatif à la sûreté, notamment en ce qui concerne les types d'opérations suivants, dans la mesure où ces renseignements sont pertinents et où l'Agence ne les possède pas déjà tous.

- a) Réception et manutention de la matière fournie;
- b) Chargement de la matière fournie dans le réacteur;
- c) Démarrage du réacteur et essais avant exploitation avec la matière fournie;
- d) Programme expérimental et opérations faisant intervenir le réacteur;
- e) Déchargement de la matière fournie contenue dans le réacteur;
- f) Manutention et entreposage de la matière fournie après déchargement du réacteur.

4. Lorsque l'Agence a abouti à la conclusion que les mesures de sûreté prévues pour le projet sont adéquates, elle donne son agrément et l'opération envisagée peut commencer. Si la Jamaïque désire apporter d'importantes modifications aux procédures au sujet desquelles des renseignements ont été soumis ou procéder avec le réacteur ou la matière fournie à des opérations pour lesquelles aucun renseignement n'a été fourni, elle soumet à l'Agence tous les renseignements pertinents prévus au paragraphe 4.7 du Document relatif à la sûreté; en fonction de ces renseignements, l'Agence peut exiger l'application de mesures de sûreté supplémentaires conformément au paragraphe 4.8 du

Document relatif à la sûreté. Lorsque la Jamaïque s'est engagée à appliquer les mesures de sûreté supplémentaires requises par l'Agence, celle-ci donne son accord aux modifications ou opérations envisagées par la Jamaïque.

5. La Jamaïque prend les dispositions voulues pour que, le cas échéant, soient soumis à l'Agence les rapports spécifiés aux paragraphes 4.9 et 4.10 du Document relatif à la sûreté.

6. L'Agence peut, en accord avec la Jamaïque, envoyer des missions de sûreté chargées de donner à la Jamaïque les conseils et l'aide nécessaires pour l'application de mesures de sûreté appropriées au projet, conformément aux paragraphes 5.1 et 5.3 du Document relatif à la sûreté. L'Agence peut organiser des missions de sûreté spéciales dans les circonstances prévues au paragraphe 5.2 du Document relatif à la sûreté.

7. Des modifications peuvent être apportées aux normes et mesures de sûreté spécifiées dans la présente annexe, par consentement mutuel entre l'Agence et la Jamaïque, conformément aux paragraphes 6.1 à 6.3 du Document relatif à la sûreté.

## ANNEXE B

## NIVEAUX DE PROTECTION PHYSIQUE

Conformément à l'article X, les niveaux de protection physique convenus que les autorités nationales compétentes doivent assurer lors de l'utilisation, de l'entreposage et du transport des matières nucléaires énumérées dans le tableau ci-joint devront comprendre au minimum les caractéristiques de protection suivantes :

## CATEGORIE III

Utilisation et entreposage à l'intérieur d'une zone dont l'accès est contrôlé.

Transport avec des précautions spéciales comprenant des arrangements préalables entre l'expéditeur, le destinataire et le transporteur, et un accord préalable entre les organismes soumis à la juridiction et à la réglementation des Etats fournisseur et destinataire, respectivement, dans le cas d'un transport international, précisant l'heure, le lieu et les règles de transfert de la responsabilité du transport.

## CATEGORIE II

Utilisation et entreposage à l'intérieur d'une zone protégée dont l'accès est contrôlé, c'est-à-dire une zone placée sous la surveillance constante de gardes ou de dispositifs électroniques, entourée d'une barrière physique avec un nombre limité de points d'entrée surveillés de manière adéquate, ou toute zone ayant un niveau de protection physique équivalent.

Transport avec des précautions spéciales comprenant des arrangements préalables entre l'expéditeur, le destinataire et le transporteur, et un accord préalable entre les organismes soumis à la juridiction et à la réglementation des Etats fournisseur et destinataire, respectivement, dans le cas d'un transport international, précisant l'heure, le lieu et les règles de transfert de la responsabilité du transport.

## CATEGORIE I

Les matières entrant dans cette catégorie seront protégées contre toute utilisation non autorisée par des systèmes extrêmement fiables comme suit :

Utilisation et entreposage dans une zone hautement protégée, c'est-à-dire une zone protégée telle qu'elle est définie pour la catégorie II ci-dessus et dont, en outre, l'accès est limité aux personnes dont il a été établi qu'elles présentent toutes garanties en matière de sécurité, et qui est placée sous la surveillance de gardes qui sont en liaison étroite avec des forces d'intervention appropriées. Les mesures spécifiques prises dans ce cadre devraient avoir pour objectif la détection et la prévention de toute attaque autre qu'en cas de guerre, de toute pénétration non autorisée ou de tout enlèvement de matières non autorisé.

Transport avec des précautions spéciales telles qu'elles sont définies ci-dessus pour le transport des matières des catégories II et III et, en outre, sous la surveillance constante d'escortes et dans des conditions assurant une liaison étroite avec des forces d'intervention adéquates.

TABLEAU: CATEGORISATION DES MATIERES NUCLEAIRES\*

Matière	Etat	I	Catégorie	
			II	III
1. Plutonium <sup>a,f</sup>	Non irradié <sup>b</sup>	2 kg ou plus	moins de 2 kg mais plus de 500 g	500 g ou moins <sup>c</sup>
2. Uranium 235 <sup>d</sup>	Non irradié <sup>b</sup>	5 kg ou plus	moins de 5 kg mais plus de 1 kg	1 kg ou moins <sup>c</sup>
	– uranium enrichi à 20% ou plus en <sup>235</sup> U	—	10 kg ou plus	moins de 10 kg <sup>c</sup>
	– uranium enrichi à 10% ou plus, mais à moins de 20%, en <sup>235</sup> U	—	—	10 kg ou plus
3. Uranium 233	Non irradié <sup>b</sup>	2 kg ou plus	moins de 2 kg mais plus de 500 g	500 g ou moins <sup>c</sup>

a. Tout le plutonium sauf s'il a une concentration isotopique dépassant 80% en plutonium 238.

b. Matières non irradiées dans un réacteur ou matières irradiées dans un réacteur donnant un niveau de rayonnement égal ou inférieur à 100 rad/h à un mètre de distance sans écran.

c. Les quantités inférieures à une quantité radiologiquement significative devraient être exemptées.

d. L'uranium naturel, l'uranium appauvri et le thorium ainsi que les quantités d'uranium enrichi à moins de 10%, qui n'entrent pas dans la catégorie III, devraient être protégés conformément à des pratiques de gestion prudente.

e. Aux fins de protection, le combustible irradié est assimilé aux catégories I, II ou III suivant la catégorie du combustible neuf. Cependant, si le niveau de rayonnement du combustible à 1 mètre de distance sans écran dépasse 100 rad/h, le combustible classé d'après sa teneur en matière fissile d'origine dans l'une des catégories I ou II avant irradiation peut être classé dans la catégorie immédiatement inférieure.

f. L'autorité compétente de l'Etat doit déterminer s'il existe un danger crédible de dispersion malveillante du plutonium. L'Etat doit ensuite appliquer les modalités de protection physique prévues pour les catégories de matières nucléaires I, II ou III, comme il le juge utile et sans tenir compte de la quantité de plutonium spécifiée pour chaque catégorie, aux isotopes de plutonium se présentant en quantités ou dans des états qui, à son avis, sont visés par une menace crédible de dispersion.

## [EXCHANGE OF NOTES]

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 26/84

Kingston, January 25, 1984

Excellency:

I have the honour to refer to the Supply and Project Agreement between the International Atomic Energy Agency and the Governments of Jamaica, Canada and the United States whereby the Agency has granted its assistance in establishing a research reactor project at the University of the West Indies in Kingston and whereby enriched uranium of United States origin is being transferred from Canada to Jamaica for use in this project (hereinafter called the "Supply and Project Agreement").

During the discussions leading up to the Supply and Project Agreement which was signed today, the following understandings were reached between the United States and Jamaica.

If Jamaica or the United States becomes aware of circumstances which demonstrate that the Agency for any reason is not or will not be applying safeguards as provided for in paragraphs 2 and 3 of Article 5 of the Supply and Project

The Right Honourable

Hugh L. Shearer, P.C., M.P.

Deputy Prime Minister and

Minister of Foreign Affairs and

Foreign Trade

Agreement, that party shall inform the other and to ensure effective continuity of safeguards the parties shall immediately enter into arrangements which conform with Agency safeguards, principles and procedures, and with the coverage required by those paragraphs, and which provide assurance equivalent to that intended to be secured by the system they replace.

If either Jamaica or the United States becomes aware of circumstances referred to in the foregoing paragraph, they shall consult and the United States shall be permitted to conduct the following activities, unless there is agreement between them that the need to conduct such activities is being satisfied by the application of agency safeguards under arrangements pursuant to the foregoing paragraph:

(1) to review in a timely fashion the design of the slowpoke reactor and of any other facility which is to use, fabricate, process, or store any material transferred pursuant to the Supply and Project Agreement or any special nuclear material used in or produced through the use of such material or equipment;

(2) to require the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for any material transferred to Jamaica pursuant to the Supply and Project Agreement and any source of special nuclear material used in or produced through or any material so transferred; and

(3) to designate personnel, in consultation with Jamaica, who shall have access to all places and data necessary to account for the material referred

to in paragraph (2), to inspect any equipment or facility referred to in paragraph (1), and to install any devices and make such independent measurements as may be deemed necessary to account for such material. Such personnel shall be accompanied by personnel designated by Jamaica, if Jamaica so requests.

Jamaica confirms its undertaking to establish and maintain a system of accounting for and control of all material subject to the Supply and Project Agreement, the procedures of which shall be comparable to those set forth in Agency Document INF CIRC/153 (corrected), or in any revision of that document agreed to by Jamaica and the United States.

If Jamaica at any time following the entry into force of the Supply and Project Agreement:

- (a) does not comply with the provisions of Article 2(3), 2(4), 5 or 10 of the Supply and Project Agreement,
- (b) terminates, abrogates or materially violates a safeguards agreement with the Agency, or
- (c) detonates a nuclear explosive device

the United States shall have the right to require the return to the United States of any United States origin material and any material produced through its use which is subject to the Supply and Project Agreement.

The United States and Jamaica shall periodically exchange through the Agency information concerning the physical protection measures maintained by Jamaica pursuant to Article 10 of the Supply and Project Agreement. The adequacy and implementation of these physical protection measures may be

reviewed from time to time, whenever either party is of the view that a revision may be required to maintain adequate physical protection.

The United States and Jamaica shall consult at the request of either of them, on any matter covered by this Note.

The measures outlined in this Note shall derogate neither from the provisions of the Safeguards Agreement between the IAEA and Jamaica dated 6th November, 1978, nor from the provisions of the Exchange of Notes between the Government of Jamaica and the Government of Canada dated 30th June, 1983.

If the Government of Jamaica concurs, it is suggested that this Note and Your Excellency's reply be regarded as constituting an agreement between our two Governments, which shall remain in force for the duration provided in Article 12 of the Supply and Project Agreement.

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

William A. Hewitt<sup>1</sup>



<sup>1</sup> William A. Hewitt.



Ref: 164/08/S1

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America in Kingston, and has the honour to refer to Note No. 26/84 dated January 25, 1984 from the Ambassador of the United States of America addressed to the Minister of Foreign Affairs of Jamaica which reads as follows:

[For text of the U.S. note, see pp. 4329-4332.]

The Ministry of Foreign Affairs has the honour to inform the Embassy of the United States of America that the Government of Jamaica is in agreement with the contents of the foregoing Note, and to confirm that the Note and this reply shall be regarded as constituting an agreement between the Governments of Jamaica and the United States of America which shall remain in force for the duration provided in Article 12 of the Supply and Project Agreement.

The Ministry of Foreign Affairs takes this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

A handwritten signature, likely belonging to a Jamaican diplomatic official, is written over a large, faint circular postmark or stamp.

The Embassy of the United States of America,  
Kingston, Jamaica  
25th January, 1984.

**ANTIGUA AND BARBUDA**  
**Peacekeeping**

*Agreement effected by exchange of notes  
Signed at Bridgetown and St. John's November 30, 1983  
and January 27, 1984;  
Entered into force January 27, 1984.*

*The American Ambassador to the Prime Minister of Antigua and Barbuda*EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 37

St. John's, November 30, 1983.

Excellency:

I have the honor to refer to the recent discussions between representatives of our two governments concerning the furnishing of commodities and services to the Government of Antigua and Barbuda by the United States Government in connection with the peacekeeping force for Grenada, and to advise Your Excellency that my government is prepared to furnish assistance for peacekeeping operations as authorized by United States law, in accordance with the following understandings:

A. The United States Government shall furnish to the Government of Antigua and Barbuda such commodities and services as may be requested by representatives of the Government of Antigua and Barbuda and agreed to by representatives of the United States Government, in accordance with such terms and conditions as may be agreed. For the purposes of this agreement, the term "services" includes training related to commodities.

B. The Government of Antigua and Barbuda requires and shall use such commodities and services solely to undertake peacekeeping operations for Grenada. If, subsequently, the United States Government and the Government of Antigua and Barbuda should mutually agree, the Government of Antigua and Barbuda may also use such commodities and services to

maintain its internal security and legitimate self-defense, to participate in regional or collective arrangements or measures consistent with the Charter of the United Nations,<sup>[1]</sup> to participate in collective measures requested by the United Nations for the purposes of maintaining or restoring international peace and security, or to construct public works or engage in other activities helpful to its economic and social development, and shall not undertake an act of aggression against any other state.

C. The Government of Antigua and Barbuda shall not relinquish title to, or possession of, such commodities and services to anyone not an officer, employee, or agent of the Government of Antigua and Barbuda unless the prior consent of the United States Government shall have been obtained.

D. The Government of Antigua and Barbuda will protect the security of any commodities and services furnished hereunder, providing substantially the same degree of security protection afforded to such commodities and services by the United States Government and will, as the United States may require, permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the utilization of such commodities and services.

E. I have the further honor to propose that this note, together with Your Excellency's note in reply confirming that the Government of Antigua and Barbuda agrees to the foregoing understandings, shall constitute an agreement between our two Governments on this subject, to be effective from the date of Your Excellency's reply.

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

His Excellency

Vere C. Bird, Sr.

Prime Minister

St. John's.



<sup>1</sup> Signed at San Francisco June 26, 1945. TS 993; 59 Stat. 1031.

*The Prime Minister of Antigua and Barbuda to the American Ambassador*



GOVERNMENT OF ANTIGUA AND BARBUDA

OFFICE OF THE PRIME MINISTER

St. John's, Antigua, West Indies  
Telephones: 20773/79  
21240

Cable Address: OFPREM ANU  
Telex: 2127 OFPREM AK

Ref. No. E.D. 19/21

27th January, 1984

His Excellency,  
Ambassador Milan Bish,  
United States Embassy  
Bridgetown  
Barbados

Your Excellency,

I have the honour to acknowledge receipt of Note No. 37 of 30th November, 1983 which reads as follows:

[For text of the U.S. note, see pp. 4335-4336.]

My Government wishes to confirm that the proposals in the above-mentioned Note are acceptable to the Government of Antigua and Barbuda and that the Note of the Embassy of the United States of America and this reply shall constitute an agreement between the two governments.

Kindly accept Your Excellency, the renewed assurances of my highest consideration.

A handwritten signature in black ink, appearing to read "V.C. Bird".  
V.C. Bird  
Prime Minister

## **JAPAN**

### **Trade: Procurement in Telecommunications**

*Agreement effected by exchange of letters  
Signed at Washington January 30, 1984;  
Entered into force January 30, 1984;  
Effective January 1, 1984.  
With related letters.*

*The Japanese Minister for Foreign Affairs to the United States Trade Representative*



EMBASSY OF JAPAN  
WASHINGTON, D. C.

January 30 , 1984

The Honorable William E. Brock  
United States Trade Representative  
Washington, D.C. 20506

Dear Ambassador Brock:

I refer to the recent consultations between the representatives of the Government of Japan and the United States Government concerning the extension of the arrangements on the procurement of Nippon Telegraph and Telephone Public Corporation (NTT) as set forth in the exchange of letters between Dr. Saburo Okita and Ambassador Reuben O'D. Askew on December 19, 1980,[1]and the Attachments thereto and to our exchange of letters of December 23, 1983.[2]As a result of these consultations, the Government of Japan anticipates that the aforementioned arrangements, as further described in the attachment hereto, will continue to be in effect for a period of three years through December 31, 1986, and that they will be reviewed in 1986 with a view towards their possible extension for three years.

As a part of the consultations referred to above, the representatives of the two Governments discussed the areas in which the "NTT Procurement Procedures" contained in Attachment I to the aforementioned letters exchanged between Dr. Okita and Ambassador Askew have been and can be improved. In the light of these discussions, the measures to be taken by NTT are enumerated in the attachment to this letter entitled "Improvement Measures of NTT Procurement Procedures".

With reference to the periodic meetings to review the operation of the arrangements mentioned in the letters exchanged between Dr. Okita and Ambassador Askew, we will meet annually to review the operation of the present arrangements.

I confirm that the Government of Japan will continue to maintain the views and pursue the objectives mentioned in paragraphs 2 and 3 of Dr. Okita's letter to Ambassador Askew of December 19, 1980, in particular bearing in mind its objective to achieve an open, transparent and competitive telecommunications market.

<sup>1</sup> TIAS 9961; 32 UST 4495.

<sup>2</sup> Not printed. This exchange provided for the continuation of the agreement from Jan. 1, 1984 until such time as discussions on the extension of the arrangements had been concluded.

In the context of the renegotiation of the Government Procurement Code,<sup>[1]</sup> it is our shared intention to continue to encourage other countries to join Japan and the United States in a commitment to reciprocal and worldwide liberalization of procurement in the field of telecommunications.

In view of the importance of long-term relationships between suppliers and NTT in the procurement of telecommunications equipment and the efforts made by NTT in this regard, we recognize that the present arrangements should continue to be implemented for the three-year period on a stable basis. However, should there arise compelling circumstances where it may become impossible to continue the arrangements in their present form, either government may seek consultations with the other. If no mutually satisfactory solution is found through these consultations, either government may terminate the arrangements within six months of the time of notification of its request for consultations.

The contents of this letter and its attachment were approved by the Cabinet in a meeting on January 27, 1984.

Sincerely,



Shintaro Abe  
Minister for Foreign Affairs

Attachment

---

<sup>[1]</sup>TIAS 10403; 34 UST.

## Attachment

## Improvement Measures of NTT Procurement Procedures

NTT has taken a number of steps on its own initiative in order to implement the procurement procedures smoothly and effectively, in particular, to facilitate the entry of foreign telecommunications equipment suppliers. NTT will continue such efforts in the areas enumerated below with a view to contributing further to the objective of achieving an open, transparent, and competitive telecommunications market in Japan:

- (1) With respect to technical specifications, NTT will:
  - (a) provide the specifications necessary to prepare a responsive tender, including interface conditions, on request and as quickly as possible;
  - (b) use performance specifications rather than design specifications wherever practicable; and
  - (c) use international standards rather than national standards wherever practicable.
- (2) NTT's standard contract terms and conditions will be consistent with common international practice in the telecommunications area.
- (3) No proprietary information provided by a supplier to NTT or vice versa will be divulged to any other party, or be used for purposes other than those for which it was provided, without the express consent of the party providing such information. All documents and materials provided to NTT by an unsuccessful applicant will be returned to the applicant. In connection with purchases, NTT will only require proprietary information to the extent that such information is necessary to evaluate the merits of the product, to jointly develop the product, and/or to utilize the product if selected.
- (4) In the case of announcements for Track III procurement, suppliers will be given the alternative of submitting proposals regarding existing products that may meet NTT's requirements. If such a product is found to be acceptable to NTT, Track II procedures will be used for the procurement.

- (5) In the interest of facilitating access to NTT procurement by foreign suppliers, NTT will:
- (a) publish key documents, relevant to NTT procurement, such as procurement guidebooks, in English (a listing of such documents will be maintained at appropriate NTT offices in Tokyo and abroad);
  - (b) accept bid documentation in either Japanese or English;
  - (c) accept bid applications at appropriate NTT offices either in Japan or abroad;
  - (d) allow the maximum amount of time possible for firms to respond to RFP/announcement and invitation/announcement;
  - (e) expand the scale of tender as appropriate with the intent of ordering several years' supplies so as to increase the potential contract value and to purchase in commercially attractive quantities;
  - (f) expeditiously review bid proposals; and
  - (g) use available channels to announce bid opportunities simultaneously in Japan and abroad.
- (6) In regard to research and development (R&D) programs, NTT will provide access for and treatment to foreign firms no less favorable than that provided to Japanese firms. To this end, NTT will, inter alia:
- (a) (i) make early invitations/announcements as appropriate under Track III so as to facilitate timely participation of interested firms from the initial stage of R&D under Track III which involves prototype, and pilot line, development;
  - (ii) evaluate the qualifications of a company being considered for participation in R&D programs without regard to the geographic location of the relevant research facility;
  - (iii) encourage the involvement of foreign firms in Track III-A procurement where they did not participate in the previous research, development, and procurement projects;
  - (b) to facilitate access to NTT procurement by foreign firms,
    - (i) hold seminars on on-going and prospective R&D programs;

- (ii) provide access to publicly available technical documents (including publication in English of a listing of all publicly available documents relating to R&D, identifying which documents are available in English);
- (iii) provide access to NTT's laboratories for information exchange of mutual benefit and designate a contact point for the purpose of facilitating access to appropriate R&D officials.

*The United States Trade Representative to the Japanese Minister for  
Foreign Affairs*

THE UNITED STATES TRADE REPRESENTATIVE

WASHINGTON  
20506

January 30, 1984

His Excellency Shintaro Abe  
Foreign Minister  
Ministry of Foreign Affairs  
2-1, Kasumigaseki  
1-Chome, Chiyoda-Ku  
Tokyo 100, Japan

Dear Mr. Minister:

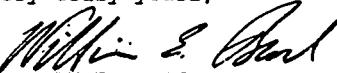
I acknowledge receipt of your letter of today's date, and its attachment, on the subject of procurement by the Nippon Telegraph and Telephone Public Corporation.

I confirm on behalf of my Government that the arrangements presented in your letter and attachment are acceptable to the United States.

I also confirm that the United States Government will continue to maintain the views and pursue the policies mentioned in paragraphs 3 and 4 of Ambassador Askew's letter to Dr. Okita dated December 19, 1980, in particular, bearing in mind its commitment and the commitment of the Federal Communications Commission in particular, to the openness and transparency of the U.S. telecommunications market.

In the context of the renegotiation of the Government Procurement Code, it is our shared intention to continue to encourage other countries to join Japan and the United States in a commitment to reciprocal and worldwide liberalization of procurement in the field of telecommunications.

Very truly yours,

  
WILLIAM E. BROCK

[RELATED LETTERS]



EMBASSY OF JAPAN  
WASHINGTON, D. C.

January 30, 1984

The Honorable William E. Brock  
United States Trade Representative  
Washington, D.C. 20506

Dear Ambassador Brock:

I refer to the recent consultations between the representatives of the Government of Japan and the United States Government concerning the review of the implementation of the arrangements on the procurement of the Nippon Telegraph and Telephone Public Corporation (NTT) as set forth in the exchange of letters between Dr. Saburo Okita and Ambassador Reuben O'D. Askew on December 19, 1980, and the attachments thereto.

In this connection, my government is not in a position to prejudge the effects that possible future change of NTT's form of management may have on the present arrangements. My government will endeavor to maintain its policy for an open and transparent telecommunications market which provides non-discriminatory and competitive opportunities to both domestic and foreign manufacturers. When required by circumstances concerning possible future change of NTT's form of management, consultations will take place between our two governments, at the request of either, on its effects on the present arrangements.

Sincerely,

A handwritten signature in black ink, appearing to read "Shintaro Abe".

Shintaro Abe  
Minister for Foreign Affairs

THE UNITED STATES TRADE REPRESENTATIVE  
WASHINGTON  
20506

January 30, 1984

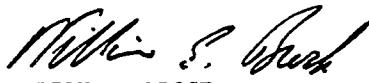
His Excellency Shintaro Abe  
Foreign Minister  
Ministry of Foreign Affairs  
2-1, Kasumigaseki  
1-Chome, Chiyoda-Ku  
Tokyo 100, Japan

Dear Mr. Minister:

I acknowledge receipt of your letter of January 30, 1984, in which you stated, *inter alia*:

"When required by circumstances concerning possible future change of NTT's form of management, consultations will take place between our two governments, at the request of either, on its effects on the present arrangements."

Very truly yours,

  
WILLIAM E. BROCK

## **ALGERIA**

### **Agriculture**

*Memorandum of understanding signed at Algiers  
February 2, 1984;  
Entered into force February 2, 1984.*

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA  
AND THE MINISTRY OF AGRICULTURE AND FISHERIES OF  
THE DEMOCRATIC AND POPULAR REPUBLIC OF ALGERIA

The Department of Agriculture of the United States of America and the Ministry of Agriculture and Fisheries of the Democratic and Popular Republic of Algeria:

- Desiring to contribute to the development of closer relations between their countries;
- Resolving to establish cooperation and trade that is mutually beneficial to both countries;
- Realizing the importance of cooperation and trade in the field of agriculture to both countries;
- Agree to the following:

ARTICLE I

The Parties will establish cooperative activities in the field of agriculture that meet the mutual interests of both countries and respect their existing international commitments.

ARTICLE II

These activities will be directed towards:

- expanding agricultural trade between the United States and Algeria;
- augmenting Algeria's capacity to receive and market the goods or products concerned;
- promoting and implementing by mutual agreement scientific and technical cooperation in agriculture.

ARTICLE III

Both Parties agree to establish cooperative activities in the areas of technical assistance, training, and research. The two Parties will participate in the execution of projects of scientific and technical

cooperation initiated in the framework of the present accord. The funding of these projects will be in accordance with modalities to be defined except as agreed by the two Parties.

ARTICLE IV

Both Parties agree to facilitate as soon as possible the conclusion of specific agreements, as and when necessary, consistent with national regulations, to implement the objectives stated in Article II.

ARTICLE V

Both Parties agree to establish a Joint Technical Group responsible for establishing regular consultations, promoting the exchange of information and experience and for establishing a follow-up procedure for the implementation of jointly approved activities. The Joint Technical Group will meet when mutually agreed.

ARTICLE VI

A list of technical assistance and cooperative activities likely to be initiated in the context of this agreement is appended to this Memorandum of Understanding. This list is not exhaustive.

ARTICLE VII

The validity of the present Memorandum will be five (5) years from its entry into force; it may be extended for additional five (5)-year periods by mutual agreement of the two Parties. It may be terminated at any time by either Party upon six (6) months written notice. Should it be necessary, it may be modified by mutual agreement. In the event of termination of the present Memorandum, arrangements shall be made by mutual consent for the completion of projects pursuant thereto.

ARTICLE VIII

The present Memorandum will enter into force upon the date of signature.

ARTICLE IX

The present Memorandum is established in duplicate, in French and English,  
both texts being equally authentic.

Signed in Algiers this Second day of  
February, 1984.

For the Department of  
Agriculture of the United  
States of America

For the Ministry of Agriculture  
and Fisheries of the Democratic and  
Popular Republic of Algeria

John R. Block [<sup>1</sup>]

\_\_\_\_\_ [<sup>2</sup>]

<sup>1</sup> John R. Block.  
<sup>2</sup> Kasdi Merbah.

APPENDIX

AGREED AREAS FOR COOPERATION

Date Palm Culture and Disease

Development of Arid and Steppe Areas

Agronomic Research

Training

Intensive Beef Cattle Feeding

Dairy Sector Development

Technical Assistance to the Compound Feed Sector

Grain Distribution, Storage and Marketing Systems

ACCORD DE COOPERATION ENTRE LE MINISTERE  
DE L'AGRICULTURE ET DE LA PECHE DE LA  
REPUBLIQUE ALGERIENNE DEMOCRATIQUE ET POPULAIRE  
ET LE MINISTERE DE L'AGRICULTURE DES ETATS UNIS  
D'AMERIQUE

Le Ministère de l'Agriculture et de la Pêche de la  
République Algérienne Démocratique et Populaire

et

Le Ministère de l'Agriculture des Etats Unis d'Amérique

- Désireux de contribuer au développement de relations entre leurs pays ;
- Résolus à établir des relations de coopération et d'échanges commerciaux mutuellement avantageuses ;
- Conscients de l'importance de ces relations commerciales et de coopération dans le domaine de l'Agriculture, entre les deux pays ;
- Ont convenu ce qui suit :

ARTICLE - I -

Les deux parties mettent en oeuvre des actions de coopération dans les domaines de l'agriculture et ce, dans le respect des intérêts mutuels des deux pays et de leurs engagements internationaux respectifs.

ARTICLE -II-

Ces actions de coopération ont pour objectif :

- L'accroissement des échanges commerciaux de produits agricole entre les Etats-Unis d'Amérique et l'Algérie ;
- L'augmentation des capacités algériennes de réception et de valorisation des produits concernés ;
- La promotion et la mise en oeuvre des actions de coopération technique et scientifique dans les domaines de l'agriculture, décidées en commun.

ARTICLE -III-

Les deux parties conviennent d'initier des actions de coopération dans les domaines de l'assistance technique, la formation et la recherche. Les deux parties participent à la mise en oeuvre de projets scientifiques et techniques initiés dans le cadre du présent accord. Les modalités de financement de ces projets sont définies d'un commun accord entre les deux parties, sauf dispositions particulières à convenir entre les deux parties.

ARTICLE -IV-

Les deux parties conviennent de mettre au point, dans des délais les plus rapides possibles, et dans le respect de leur réglementation respective et chaque fois que c'est nécessaire, des instruments spécifiques pour la réalisation des objectifs mentionnés dans l'article II.

ARTICLE -V-

Les deux parties décident d'instituer un groupe technique mixte chargé, par des consultations régulières, de développer l'échange d'information et d'expérience, d'étudier et de définir les procédures de suivi des actions de coopération convenues.

Le groupe technique mixte se réunit chaque fois que les parties en conviennent.

ARTICLE -VI-

Une liste non limitative de domaines de coopération technique et scientifique est jointe en annexe du présent accord.

ARTICLE -VII-

La validité du présent accord de coopération est de cinq ans, à compter de la date de son entrée en vigueur. Il peut faire l'objet de prorogation pour de nouvelles périodes de cinq ans décidées d'un commun accord entre les deux parties.

Chacune des deux parties peut procéder à l'abrogation du présent accord sous réserve d'un préavis écrit de six (6) mois.

En cas de nécessité, il peut faire l'objet de modifications après accord mutuel.

Dans le cas d'abrogation du présent accord, des mesures sont arrêtées, d'un commun accord, en vue de l'achèvement des projets en cours d'exécution.

ARTICLE -VIII-

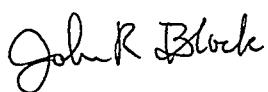
Le présent accord entrera en vigueur à la date de sa signature.

ARTICLE -XI-

Le présent accord est établi en double exemplaire en langue française et anglaise ; les deux textes faisant également foi.

ALGER, le 2 Février 1984

Le Ministre de l'Agriculture  
des Etats Unis d'Amérique



John R. Block

JOHN R. BLOCK

Le Ministre de l'Agriculture et de la Pêche de la République Algérienne Démocratique et Populaire



KASDI MERBAH

ANNEXEDOMAINES DE COOPERATION AGREES

- Cultures des palmiers dattiers ainsi que les maladies les affectant ;
- Développement et mise en valeur des régions arides et des steppes ;
- Recherches agronomiques ;
- Formation ;
- Développement du secteur laitier ;
- Elevage intensive du bétail ;
- Aliments du bétail ;
- Assistance technique dans le secteur combiné de fourrage ;
- Système de commercialisation des céréales et leur stockage.

## **HUNGARIAN PEOPLE'S REPUBLIC**

### **Trade: Visa System for Textile Exports**

*Arrangement effected by exchange of letters*

*Signed at Washington February 2 and 3, 1984;*

*Entered into force February 3, 1984.*

*The American Deputy Assistant Secretary for Trade and Commercial  
Affairs to the Hungarian Commercial Secretary*



United States Department of State

Washington, D.C. 20520

February 2, 1984

Dr. Endre Juhasz  
First Secretary (Commercial)  
Embassy of the Hungarian People's Republic  
2401 Calvert Street, N.W.  
Washington, D.C. 20008

Dear Mr. Juhasz:

I refer to paragraph 10 of the Agreement between the Government of the United States of America and the Government of the Hungarian People's Republic relating to trade in wool textile products, effected by the exchange of notes dated February 15 and 25, 1983.<sup>[1]</sup>

On behalf of my Government, I have the honor to propose the following visa system be established as an administrative arrangement.

1. Each shipment of textiles and textile products subject to the terms of the Agreement and not covered by paragraph 2 of this letter shall be visaed by your Government before entry or withdrawal from warehouse for consumption in the United States ("Entry").
2. Merchandise for the personal use of the importer and not for resale does not require a visa for entry.
3. A shipment shall be visaed by the placing of an original circular stamped marking (the visa) in blue ink on the front of the customs invoice. Each visa will include its number and date of issuance and the signature of the issuing official. A visa shall also state the correct categories and quantities in the shipment in applicable category units. The attachment hereto is the facsimile of the visa.<sup>[2]</sup>
4. Your Government shall give my Government originals in duplicate of the visa stamped marking and of the signatures of the officials authorized to issue and sign the visa. Any change in the stamp must be approved by my Government. Your Government shall notify my Government of any changes of authorized officials' signatures. A minimum number of officials (not to exceed eight) shall be authorized.

<sup>1</sup>TIAS 10666; 35 UST 492.

<sup>2</sup>Not printed.

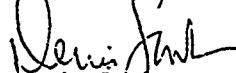
5. Upon receipt of the authorized visa stamp and signatures, my Government shall publish a notice in the FEDERAL REGISTER regarding the visa system hereby established. The FEDERAL REGISTER notice will include the date the system becomes effective which will be about six weeks following publication of the notice. My Government will inform your Government of the exact date as soon as it is determined.

6. Any shipment which is not accompanied by a valid and correct visa in accordance with the foregoing provisions shall be denied entry by my Government on and after the date specified in the FEDERAL REGISTER notice unless your Government specifically authorizes entry and charges to the agreement levels. The foregoing notwithstanding, if the quantity indicated on the export visa is more than that of the shipment, entry shall be permitted. Textile and apparel products exported to the United States prior to the date specified in the FEDERAL REGISTER notice shall be permitted entry.

7. Either Government may terminate, in whole or in part, this administrative arrangement by giving ninety days' written notice to the other.

If the foregoing is acceptable to your Government, this letter and your letter of acceptance on behalf of your Government shall constitute an administrative arrangement between our two Governments.

Sincerely yours,



Denis Lamb

Deputy Assistant Secretary for  
Trade and Commercial Affairs  
Bureau of Economic and  
Business Affairs

*The Hungarian Commercial Secretary to the American Deputy Assistant  
Secretary for Trade and Commercial Affairs*

EMBASSY OF THE HUNGARIAN PEOPLE'S REPUBLIC  
OFFICE OF THE COMMERCIAL ATTACHE  
2401 CALVERT STREET, N. W., WASHINGTON, D. C. 20008  
TELEPHONE 387-3191, 387-3140

February 3, 1984

Mr. Denis Lamb  
Deputy Assistant Secretary for  
Trade and Commercial Affairs  
United States Department of State  
Bureau of Economic and  
Business Affairs  
Washington, D.C. 20520

Dear Mr. Lamb:

I have the honor to acknowledge receipt of your letter dated February 2, 1984 which reads as follows:

[For text, see pp. 4358-4360.]

I have the honor to confirm on behalf of the Government of the Hungarian People's Republic that the foregoing is acceptable to my Government and your letter and this letter shall constitute an administrative arrangement between our two Governments.

Sincerely yours,

  
Dr. Endre Juhasz

first secretary /commercial/

# **PORUGAL**

## **Defense: Bases**

*Agreement relating to the agreement of September 6, 1951,  
as amended.*

*Effectuated by exchange of notes*

*Signed at Lisbon December 13, 1983;*

*Entered into force February 4, 1984.*

*The Portuguese Minister of Foreign Affairs to the Secretary of State*

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS  
*Gabinete do Ministro*

Lisboa, 13 de Dezembro de 1983

Exceléncia,

Tenho a honra de me referir a recentes conversações entre altos funcionários dos Governos de Portugal e dos Estados Unidos da América àcerca do Acordo de Defesa de 6 de Setembro de 1951, emendado, entre os nossos dois Governos, da crescente importância estratégica de Portugal e sobre assuntos económicos e de defesa com eles relacionados.

Como resultado dessas discussões, tenho a honra de propôr que a continuação da utilização de facilidades nos Açores pelas forças dos Estados Unidos seja autorizada até 4 de Fevereiro de 1991. A utilização das mencionadas facilidades nos Açores será regulada por novos arranjos técnicos entre os nossos dois Governos. Tais arranjos poderão ser modificados em qualquer altura mediante comum acordo dos dois Governos e vigorarão enquanto durar a autorização referida nesta nota. O Acordo Técnico de 15 de Novembro de 1957 e o Acordo

A Sua Exceléncia  
o Secretário de Estado dos  
Estados Unidos da América  
Senhor George P. Shultz

Laboral de 20 de Maio de 1976 caducarão na data em que entram em vigor os novos arranjos técnicos sobre a utilização das facilidades nos Açores e sobre assuntos laborais.

Na eventualidade de surgir um desacordo quanto à interpretação, implementação ou cumprimento das disposições destes acordos, os nossos dois Governos iniciarão imediatamente consultas. Se o assunto não ficar resolvido durante um período de dezoito meses, qualquer dos Governos poderá denunciar este acordo tendo essa denúncia efeito ao expirar o prazo de seis meses sobre a data da sua comunicação por escrito. Fica ainda acordado que uma revisão conjunta do acordo poderá ter início a pedido de qualquer dos Governos a partir de 4 de Fevereiro de 1988.

Qualquer dos Governos poderá propôr, seis meses antes de terminado o período no segundo parágrafo desta nota, o começo de conversações relativas à utilização das facilidades autorizadas nos Açores para além daquele período. Uma vez iniciadas as conversações, não deverá qualquer dos Governos concluir ter-se chegado a um resultado negativo em tais conversações pelo menos durante os doze meses que se seguirem ao termo do período deste acordo. No caso de nenhum dos Governos propôr o começo de ulteriores conversações, concluir-se-á ter-se chegado a um resultado negativo relativamente à prorrogação do acordo.

Desejaria ainda propôr, caso o Governo de Vossa Excelência concorde, que esta nota, juntamente com a resposta confirmativa de Vossa Excelência, constitua um acordo entre os nossos dois Governos que entrará em vigor no dia 4 de Fevereiro de 1984.

Queira aceitar, Excelência, os protestos da minha mais elevada consideração.



Jaime Gama

Ministro dos Negócios Estrangeiros

*The Secretary of State to the Portuguese Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

Lisbon, December 13, 1983

Excellency:

I have the honor to refer to your Excellency's note of this date, which provides as follows:

"Excellency,

I have the honor to refer to recent conversations between senior officials of the Governments of Portugal and the United States of America regarding the Defense Agreement~~of~~ September 6, 1951, as amended,[<sup>1</sup>] between our two Governments, the growing strategic importance of Portugal, and related economic and defense matters.

As a result of these discussions, I have the honor to propose that the United States Armed Forces be authorized the continued use of facilities in the Azores until February 4, 1991. The use of designated facilities in the Azores shall be regulated in new technical arrangements between our two Governments. Such arrangements

His Excellency

Jaime Jose Matos da Gama,  
Minister of Foreign Affairs of  
Portugal

<sup>1</sup>TIAS 3087, 3950, 7254, 10050; 5 UST 2263; 8 UST 2353; 22 UST 2106; 33 UST 580.

may be modified at any time by further agreement of the two Governments and shall remain in force so long as the authorization described in this note remains in force. The Technical Agreement of November 15, 1957, and the Labor Agreement of May 20, 1976,<sup>[1]</sup> shall be terminated on the date that the new technical arrangements on the use of facilities in the Azores and labor matters enter into force.

Should disagreement arise concerning the interpretation, implementation or compliance with the provisions of this agreement, our two Governments shall begin consultations immediately. Should the matter not be resolved within a period of eighteen months, either Government may terminate this agreement effective six months from the date of written notice of such termination. It is further understood that a joint review of the agreement may be undertaken at the request of either Government on February 4, 1988.

Either Government may propose the commencement of conversations regarding the extension of the use of the authorized facilities in the Azores beyond the period described in the second paragraph above six months before the expiration of such period. Once the conversations have started, no determination that a negative result has arisen

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<sup>1</sup> Not printed.

in them shall be made by either Government for at least twelve months following the expiration of the period of this agreement. In the event that neither Government proposes the commencement of further conversations, a negative result shall be deemed to have arisen regarding the extension of the agreement.

I have the further honor to propose that, if acceptable to your Excellency's Government, this note, together with your Excellency's confirming reply, shall constitute an agreement between our two Governments which shall enter into force on February 4, 1984.

Accept, Excellency, the assurances of my highest consideration.\*

I am pleased on behalf of my Government to accept your proposal, and to confirm that your Excellency's note, together with this reply, shall constitute an agreement between our two Governments which shall enter into force on February 4, 1984.

Accept, Excellency, the assurances of my highest consideration.

*George P. Shultz*

**PORUGAL**  
**Economic and Military Assistance**

*Agreement effected by exchange of notes  
Signed at Lisbon December 13, 1983;  
Entered into force February 4, 1984.*

*The Secretary of State to the Portuguese Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

Lisbon, December 13, 1983

Excellency:

I have the honor to refer to recent discussions between senior officials of our two Governments regarding United States support for the security and development of Portugal in the context of our close and mutually beneficial relationship as allies and our wide-ranging common defense and other interests.

In furtherance of these common interests and in recognition of the need for the modernization of the equipment of the Portuguese Armed Forces, the United States shall, subject to its Constitutional procedures, use its best efforts during the life of this agreement to assist in mutually agreed programs for the modernization of Portuguese defense capabilities. Consistent with United States law, such assistance shall be utilized to meet the requirements identified by Portugal, and shall be applied to mutually agreed medium term programs for modernization. Such assistance shall be provided annually, in accordance with the Congressional authorization and appropriation

His Excellency

Jaime Jose Matos da Gama

Minister of Foreign Affairs of  
Portugal.

process. United States defense support for Portugal shall be provided in the widest variety of forms, including Foreign Military Sales financing and grant assistance, and including when available and feasible under United States laws and regulations, surplus and excess defense articles. Such support shall be provided on the most favorable terms possible, subject to the availability of funds and other requirements of United States law. The price of defense articles and defense services to be provided by the United States to Portugal through this defense support shall be calculated in the most favorable manner for the Portuguese Government, subject to United States law and other requirements.

The United States understands that the Government of Portugal proposes to use the defense support provided by the United States, along with national funds and other allied contributions, to realize the comprehensive modernization program of the Portuguese Armed Forces, including the NATO-approved program for such modernization. In furtherance of this undertaking, the United States has made available to Portugal in fiscal year 1983 \$37.5 million in grants and \$52.5 million in loans guaranteed under its security assistance program. In fiscal year 1984, the United States is making available \$60 million in grants and \$45 million in loans guaranteed under its security assistance program.

The Military Assistance and Advisory Group of the United States Mission in Lisbon, under the direction and supervision of the American Ambassador, shall assist the General Staff of the Portuguese Armed Forces to identify and utilize all available means for equipping and modernizing the Portuguese Armed Forces.

Our two Governments shall also seek to improve the implementation of the Memorandum of Understanding of December 19, 1978, and March 28, 1979.<sup>[1]</sup> For this purpose, the United States Government shall seek to assist the Government of Portugal in mutually agreed efforts to enhance the research, development, production, maintenance and repair of defense materiel in Portugal and to encourage a two-way trade in such materiel and equipment.

Furthermore, in recognition of the importance of Portugal's economic development and well-being, the United States shall use its best efforts during the life of this agreement to assist the economic development of Portugal and to cooperate with Portugal in such other ways as may be mutually beneficial, subject to the availability of funds and other requirements of United States law.

To this end, the United States is providing a grant to Portugal of \$40 million in non-military assistance in fiscal year 1984. The Government of the

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<sup>1</sup> Should read "December 18, 1978, and March 28, 1979." TIAS 9433; 30 UST 3892.

United States understands that it is the intention of the Government of Portugal, in accordance with the provisions of the Portuguese Constitution and law, to utilize that grant for economic and social development purposes in the Autonomous Region of the Azores. The Government of the United States also understands that the Government of Portugal intends to proceed with plans to establish a Luso-American Development Foundation. The Foundation's purposes, among others, may include facilitation of technical assistance, investment proposals, and scientific, cultural and educational cooperation. In addition, and subject to United States law and other requirements, we are discussing with your Government a Housing Guaranty Program which would involve \$25 million in guarantees for Portugal in fiscal year 1984.

In each subsequent year during the life of this agreement, the Executive Branch of the United States, in fulfillment of its best efforts commitment, will request the United States Congress to approve defense and economic support funds for the Government of Portugal on the most favorable terms possible, subject to the availability of funds and other requirements of United States law.

I have the honor to propose that, if acceptable to your Excellency's Government, this note, together with your Excellency's confirming reply, shall constitute

an agreement between our two Governments which shall enter into force on February 4, 1984.

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

*George P. Shultz*

*The Portuguese Minister of Foreign Affairs to the Secretary of State*



MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

*Gabinete do Ministro*

Lisboa, 13 de Dezembro de 1983

Exceléncia,

Tenho a honra de acusar recepção da nota de Vossa Exceléncia, de 13 de Dezembro de 1983, do teor seguinte:

"Tenho a honra de me referir às conversações que tiveram recentemente lugar entre altos funcionários dos nossos dois Governos respeitantes ao apoio dos Estados Unidos para a segurança e desenvolvimento de Portugal no contexto do nosso relacionamento estreito e mutuamente benéfico como aliados e dos nossos extensos interesses comuns no sector da defesa e outros.

No prosseguimento desses interesses comuns e reconhecendo a necessidade da modernização do equipamento das Forças Armadas Portuguesas, os Estados Unidos empenharão os seus melhores esforços, dentro dos limites dos seus mecanismos constitucionais, durante o período de vigência deste Acordo para auxiliarem programas mutuamente acordados para a modernização das capacidades de defesa portuguesas. Essa ajuda, dentro

A Sua Exceléncia  
o Secretário de Estado dos  
Estados Unidos da América  
Senhor George P. Shultz

dos limites da legislação dos Estados Unidos, será utilizada para satisfazer as necessidades identificadas por Portugal, e será aplicada em programas de modernização a médio prazo mutuamente acordados. A referida ajuda será fornecida anualmente, em conformidade com os processos de autorização e apropriação do Congresso americano. A ajuda para a defesa dos Estados Unidos a Portugal será fornecida na mais ampla variedade de modalidades, incluindo financiamentos através de dívidas ou de créditos com garantia governamental, e artigos de defesa excedentes ou remanescentes quando se encontrem disponíveis e a sua entrega seja autorizada pela legislação e regulamentos dos Estados Unidos.

Tal ajuda será fornecida nas condições mais favoráveis que fôr possível, sujeita à existência de fundos disponíveis e outros requisitos legais americanos. Os preços dos artigos de defesa e de serviços ligados à defesa, a serem fornecidos pelos Estados Unidos a Portugal através da referida ajuda para a defesa, serão calculados pela forma mais favorável para o Governo Português permitida pela legislação dos Estados Unidos e outros requisitos.

O Governo dos Estados Unidos da América toma nota de que o Governo Português pretende utilizar a ajuda para a

defesa providenciada pelos Estados Unidos, conjuntamente com fundos nacionais e com os contributos de outros aliados, para a realização do programa global de modernização das Forças Armadas Portuguesas incluindo o programa aprovado na NATO para aquela modernização. Para a prossecução desse encargo, os Estados Unidos puseram à disposição de Portugal, durante o ano fiscal de 1983, dádivas no montante de 37,5 milhões de dólares e empréstimos com garantia governamental no montante de 52,5 milhões de dólares ao abrigo do programa de ajuda para a segurança. Ao abrigo do mesmo programa os Estados Unidos fornecerão 60 milhões de dólares em dádivas e 45 milhões de dólares em empréstimos com garantia governamental durante o ano fiscal de 1984.

O Grupo de Consulta e Assistência Militar da Missão dos Estados Unidos em Lisboa (MAAG), sob a direcção e supervisão do Embaixador dos Estados Unidos, apoiará o Estado-Maior General das Forças Armadas Portuguesas na identificação e utilização de todos os meios disponíveis para o equipamento e modernização das Forças Armadas Portuguesas.

Os nossos dois Governos esforçar-se-ão igualmente por melhorar a implementação dos Memorandos de Entendimento de 19 de Dezembro de 1978 e de 28 de Março de 1979. Nesse

sentido, o Governo dos Estados Unidos procurará auxiliar o Governo Português, mediante acções concertadas, a valorizar as actividades de pesquisa, desenvolvimento, produção, manutenção e reparação de material de defesa em Portugal e encorajará um comércio bilateral de materiais e equipamento para a defesa.

Além disso, tomando em consideração a importância do bem-estar e desenvolvimento económico de Portugal, os Estados Unidos empenharão os seus melhores esforços durante o período de vigência deste acordo para ajudar o desenvolvimento económico de Portugal e cooperar com Portugal noutras domínios que sejam julgados mutuamente benéficos, sujeitos à existência de fundos disponíveis e outros requisitos legais americanos.

Para tal fim, os Estados Unidos concedem a Portugal uma dívida no montante de 40 milhões de dólares, durante o ano fiscal de 1984, para ajuda não-militar. O Governo dos Estados Unidos toma nota de que o Governo Português tem a intenção de utilizar aquela dívida para fins de desenvolvimento económico e social da Região Autónoma dos Açores, em conformidade com as determinações constitucionais e legais portuguesas. O Governo dos Estados Unidos toma igualmente nota

de que o Governo Português tenciona dar seguimento a projectos para a criação de uma Fundação Luso-Americanana para o Desenvolvimento. Os fins da Fundação poderão incluir, entre outros, a facilidade de assistência técnica, de propostas de investimento, e de cooperação científica, cultural e educacional. Estamos igualmente em discussões com o Governo Português respeitantes a um "Housing Guarantee Program" que representará um empréstimo avalizado a Portugal no montante de 25 milhões de dólares no ano fiscal de 1984.

Em cada um dos anos subsequentes durante a vigência deste acordo, o Executivo dos Estados Unidos, no cumprimento do seu compromisso de exercer os melhores esforços, solicitará ao Congresso dos Estados Unidos a aprovação de fundos destinados à ajuda para a defesa e ajuda económica ao Governo Português nas condições mais favoráveis possível, sujeitas à existência de fundos disponíveis e outros requisitos legais dos Estados Unidos.

Tenho a honra de propôr, caso o Governo de Vossa Excelência concorde, que esta nota, juntamente com a resposta confirmativa de Vossa Excelência constitua um acordo entre os nossos dois Governos que entrará em vigor no dia 4 de Fevereiro de 1984.

Queira aceitar, Excelência, os protestos da minha mais elevada consideração".

Desejo informar Vossa Excelência de que o Governo Português aceita a proposta do Governo dos Estados Unidos da América e concorda que a nota de Vossa Excelência e esta resposta constituam um acordo entre os nossos dois Governos que entrará em vigor no dia 4 de Fevereiro de 1984.

Queira aceitar, Excelência, os protestos da minha mais elevada consideração.



Jaime Gama

Ministro dos Negócios Estrangeiros

## TRANSLATION

Ministry of Foreign Affairs  
Office of the Minister

Lisbon, December 13, 1983

Excellency:

I have the honor to acknowledge receipt of your Excellency's note of December 13, 1983, which reads as follows:

[For text of the U.S. note, see pp. 4369-4373.]

I wish to inform Your Excellency that the Portuguese Government accepts the proposal of the Government of the United States of America and agrees that your note and this reply shall constitute an agreement between our two Governments that will enter into force on February 4, 1984.

Accept, Excellency, the assurances of my highest consideration.

[Signature]

Jaime Gama  
Minister of Foreign Affairs

His Excellency  
George P. Shultz,  
Secretary of State of the  
United States of America.

# **SOCIALIST REPUBLIC OF ROMANIA**

## **Aviation: Air Transport Services**

*Agreement amending and extending the agreement of December 4,  
1973, as amended and extended.*

*Effectuated by exchange of notes  
Dated at Bucharest February 3 and 4, 1984;  
Entered into force February 4, 1984.*

*The American Embassy to the Romanian Ministry of Foreign Affairs*

No. 18/84

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Socialist Republic of Romania and has the honor to refer to the Air Transport Agreement between the Government of the United States of America and the Government of the Socialist Republic of Romania signed at Washington, December 4, 1973, as amended and extended.<sup>[1]</sup>

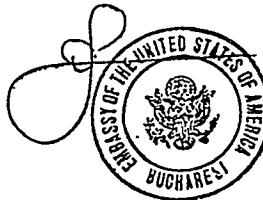
In order to facilitate air transport relations, the United States Government proposes a further extension of the Air Transport Agreement, as amended, for a period of one year, from January 31, 1984, through January 30, 1985, with the understanding that the words "thirty days" have now amended the words "one year" in Article XVIII of the Agreement.

If this proposal is acceptable to the Government of the Socialist Republic of Romania, the Government of the United States has the honor to propose that this note and the reply of the Government of the Socialist Republic of Romania to that effect constitute an Agreement between the two Governments which will enter into force on the date of your reply to extend the Air Transport Agreement, as amended, from January 31, 1984, through January 30, 1985.

<sup>1</sup> TIAS 7901, 9431, 10703; 25 UST 1631; 30 UST 3872.

The Embassy of the United States of America  
avails itself of this opportunity to renew to the  
Ministry of Foreign Affairs of the Socialist Republic  
of Romania the assurances of its highest consideration.

Embassy of the United States  
of America  
Bucharest, February 3, 1984



*The Romanian Ministry of Foreign Affairs to the American Embassy*

REPUBLICA SOCIALISTĂ ROMÂNIA

MINISTERUL  
AFACERILOR EXTERNE

Nr. 17/272

Ministerul Afacerilor Externe al Republicii Socialiste România prezintă salutul său Ambasadei Statelor Unite ale Americii la Bucureşti și are onoarea să confirme primirea notei verbale a acesteia nr. 18 din 3 februarie 1984, al cărei text, tradus în limba română, are următorul conținut:

"Ambasada Statelor Unite ale Americii prezintă complatele sale Ministerului Afacerilor Externe al Republicii Socialiste România și are onoarea să se refere la Acordul privind transporturile aeriene dintre Guvernul Statelor Unite ale Americii și Guvernul Republicii Socialiste România, semnat la Washington, la 4 decembrie 1973, așa cum a fost prelungit și amendat.

In scopul facilitării relațiilor privind transporturile aeriene, Guvernul Statelor Unite propune o nouă prelungire a Acordului privind transporturile aeriene, așa cum a fost amendat, pentru o perioadă de un an, de la 31 ianuarie 1984 pînă la 30 ianuarie 1985, cu înțelegerea că cuvintele "treizeci de zile" au înlocuit cuvintele "un an" în articolul XVIII al Acordului.

Dacă această propunere este acceptabilă Guvernului Republicii Socialiste România, Guvernul Statelor Unite ale Americii are onoarea să propună ca prezenta notă și răspunsul Guvernului Republicii Socialiste România la aceasta, să constituie un acord între cele două guverne, care va intra în vigoare la dat răspunsului dumneavoastră, pentru a prelungi Acordul privind transporturile aeriene, așa cum a fost amendat, de la 31 ianuarie 1984 pînă la 30 ianuarie 1985.

Ambasada Statelor Unite ale Americii folosește acest prilej pentru a reînnoi Ministerului Afacerilor Externe al Republicii Socialiste România asigurarea finalitei sale considerații".

AMBASADEI  
STATELOR UNITE ALE AMERICII  
IN ORAS

TIAS 10940

Ministerul Afacerilor Externe al Republicii Socialiste România are onoarea să comunice Ambasadei Statelor Unite ale Americii că Guvernul Republicii Socialiste România acceptă propunerile Guvernului Statelor Unite ale Americii, formulate în nota verbală sus menționată.

Ministerul Afacerilor Externe al Republicii Sociale România folosește acest prilej pentru a reînnoi Ambasadei Statelor Unite ale Americii asigurarea finaltei sale considerații

6



București, 4 februarie 1984

## TRANSLATION

Socialist Republic of Romania  
[Seal]  
Ministry of Foreign Affairs  
No. 17/272

The Ministry of Foreign Affairs of the Socialist Republic of Romania presents its compliments to the Embassy of the United States of America in Bucharest and has the honor to acknowledge receipt of the Embassy's note verbale No. 18 of February 3, 1984, which, in Romanian translation, reads as follows:

[For the English text of the U.S. note, see pp. 4382-4383.]

The Ministry of Foreign Affairs of the Socialist Republic of Romania has the honor to inform the Embassy of the United States of America that the Government of the Socialist Republic of Romania accepts the proposal of the Government of the United States of America formulated in the above-mentioned note verbale.

The Ministry of Foreign Affairs of the Socialist Republic of Romania avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

(L.S.)

Bucharest, February 4, 1984

## **ZAMBIA**

### **Finance: Consolidation and Rescheduling of Certain Debts**

*Agreement signed at Lusaka December 19, 1983;  
Entered into force February 10, 1984.*

AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND THE REPUBLIC OF ZAMBIA  
REGARDING THE CONSOLIDATION AND RESCHEDULING OF  
CERTAIN DEBTS OWED TO, OR GUARANTEED  
BY THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (The "United States")  
and the Republic of Zambia ("Zambia") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of the Debt of Zambia, signed at Paris on 16 May 1983 by representatives of certain nations, including the United States, and agreed to by the representative of Zambia, hereinafter referred to as the "Minute", the United States and Zambia hereby agree to consolidate and reschedule certain Zambian payments with respect to debts which are owed to, or guaranteed by the United States Government or its agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by three separate agreements (the "Implementing Agreements"), between Zambia and the United States with respect to PL-480 agreements and between Zambia and each of the following United States agencies: The Agency for International Development, the Export-Import Bank of the United States.

## ARTICLE II

### Definitions

1. "Contracts" means those agreements or other financial arrangements, listed in Annex A, which have maturities originally falling due during the Consolidation Period and which relate to:
  - (a) Commercial credits extended, guaranteed, or insured by the United States or its Agencies, pursuant to an agreement concluded before 1 January 1983.
  - (b) Loans and PL-480 credits from the United States or its Agencies pursuant to an agreement concluded before 1 January 1983.
2. "Debt" means the sum of unpaid principal, interest and fees, with respect to the Contracts falling due during the Consolidation Period pursuant to those Contracts having an original maturity of more than one year.

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3. "Consolidated Debt" means ninety percent of the United States dollar amount of the Debt. "Non-consolidated Debt" means the ten percent of the Debt.
  4. "Consolidation Period" means the period from 1 January 1983 through 31 December 1983.
  5. "Arrears" means the sum of unpaid principal, interest and fees with respect to the contracts which was due as of 31 December 1982.
  6. "Interest" means interest on Debt and Arrears due and payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rates set forth in this Agreement on the respective due dates specified in each of the Contracts for Arrears and Debt, including any due but unpaid installments of Arrears and Debt, until such outstanding balances are repaid in full. Interest shall also begin to accrue at the rates set forth in this Agreement on due but unpaid installments of Interest, on the respective due dates for such Interest installments, as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.

7. "Agency" means: the United States Agency for International Development or the Export Import Bank of the United States.

### ARTICLE III

#### Terms and Conditions of Payment

1. Zambia agrees to repay the Consolidated Debt in United States dollars, which amounts to approximately \$20.8 million, in accordance with the following terms and conditions:
  - (a) The Consolidated Debt shall be repaid in ten equal and consecutive semi-annual installments of approximately \$2.08 million payable on each 31 December and 30 June commencing on 31 December 1988 with the final installment payable on 30 June 1993.
  - (b) The rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be 3.0 percent per calendar year on the outstanding balance of such payments due to the Agency of International Development, and 3.0 percent per calendar year on the outstanding balance of such payments due the United States with respect to

PL-480 agreements. For the Export-Import Bank of the United States, the rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be determined on a semi-annual basis and shall be the marginal cost of money to the Bank as determined by the Bank prior to the beginning of each six month period, plus one half of one percent. For Interest accruing July 1 through December 31, 1982, the annual rate shall be 14.124 percent; for Interest accruing in the first six months of 1983, the annual rate shall be 11.168 percent; and for Interest accruing in the second six months of 1983, the annual rate shall be 11.208 percent. For Interest accruing during the first six months of 1984 and in each subsequent six month period, the Export -Import Bank of the United States shall notify Zambia of the appropriate rate prior to the beginning of such six month period.

- (c) All interest payable with respect to the Consolidated Debt shall be payable semi-annually on 30 June and 31 December of each year commencing on 31 December 1983.
- (d) A table summarizing the amounts of the Consolidated Debt owed to the United States and its Agencies is attached hereto as Annex B.

2. Zambia agrees to pay the Non-consolidated Debt in United States dollars, which amounts to approximately \$2.3 million, in accordance with the following terms and conditions:
  - (a) Two (2) percent of the Debt shall be paid according to the schedules of the original contracts and in any case not later than 31 December 1983. The remaining 8 percent of the Debt shall be paid in four equal annual installments of 2 percent of the Debt, each of which amounts to approximately \$508,000, to be made respectively on 31 December 1984, 31 December 1985, 31 December 1986, and 31 December 1987.
  - (b) The rates of Interest on Non-consolidated Debt and on any due but unpaid Interest accruing thereon shall be the rates specified in Article III paragraph 1(b) of this Agreement.
  - (c) All interest payable with respect to the Non-consolidated Debt shall be payable semi-annually on 30 June and 31 December of each year commencing on 31 December 1983.
  - (d) A table summarizing the amounts of Non-consolidated Debt owed to the United States is attached hereto as Annex C.

3. Zambia agrees to repay Arrears in United States dollars in accordance with the following terms and conditions:
  - (a) Repayment of Arrears, which amounts to approximately \$10,473 million to be made in ten semi-annual installments of approximately \$1,047,300 to be paid on each 30 June and 31 December, commencing on 31 December 1983 with the final installment to be made on 30 June 1988.
  - (b) The rate of Interest on Arrears and on any due but unpaid Interest thereon shall be at the rate specified in Article III, Paragraph 1(b) of this agreement.
  - (c) All Interest payable with respect to Arrears shall be paid semi-annually on 30 June and 31 December of each year commencing on 31 December 1983.
  - (d) A table summarizing the amounts of Arrears owed to the United States and its Agencies is attached hereto as Annex D.

4. It is understood that adjustments may be made, as necessary, in the amounts of Consolidated Debt, Non-consolidated Debt and Arrears by the Implementing Agreements. In part, this may reflect disbursements on Debt during the Consolidation Period. It is further understood that the Government of Zambia will pay any amounts owed to the United States or its Agencies and not covered by this Agreement as soon as possible and in any case no later than 31 October 1983.

#### ARTICLE IV

##### GENERAL PROVISIONS

1. Zambia agrees to grant the United States, and its Agencies, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by this Agreement or the subsequent Implementing Agreements, all terms of the Contracts remain unchanged.

#### ARTICLE V

##### Entry Into Force

1. This Agreement shall enter into force for Debt and Arrears following signature of the Agreement and receipt by Zambia of written notice from the United States Government that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled.<sup>[1]</sup>

Done at Lusaka, Zambia, this 19th day of December, 1983.

FOR THE UNITED STATES OF AMERICA

Nicholas Platt

Nicholas Platt  
American Ambassador

FOR THE REPUBLIC OF ZAMBIA



L.J. Mwananshiku, MP  
Minister of Finance

<sup>1</sup> Feb. 10, 1984.

**Annex A****Contracts Subject to Rescheduling****Agency for International Development****Loan Number**

611-H-001	611-K-004	611-K-007
611-K-002	611-K-005	611-K-008
611-K-003	611-K-006	611-K-008A

**Export-Import Bank****Loan Number**

3595	5737	6666	FG7011
3595A	5894	6667	G-8-448
3646	5981	FG5916	G-69-1082
4453	6636	FG5996	5915
BD5195(ST-3199)			

**PL-480 Agreements****Agreements Dated:**

24 August 1976	19 July 1979	21 December 1979
3 December 1976	4 August 1978	22 July 1981
	20 June 1982	

## Annex B

Summary of Consolidated Debt\*  
(millions of U.S. dollars)

Agency for International Development	1.4
Export Import Bank	18.4
PL-480 Agreements	1.0
Total	20.8

\*Data are rounded and subject to revision per Article III,  
Paragraph 3.

## Annex C

Summary of Non-Consolidated Debt\*  
(millions of U.S. dollars)

Agency for International Development	0.2
Export Import Bank	2.0
PL-480 Agreements	0.1
Total	2.3

\* Data are rounded and subject to revision per Article III,  
Paragraph 3.

## Annex D

Summary of Arrears as of 12/31/82  
(millions of U.S. dollars)

Agency for International Development	-0-
Export Import Bank	10.463
PL-480 Agreements	0.01
Total	10.473

\*Data are rounded and subject to revision per Article III,  
Paragraph 3.

**PEOPLE'S REPUBLIC OF BULGARIA**  
**Maritime Transport**

*Agreement amending and extending the agreement of  
February 19, 1981.*

*Effectuated by exchange of notes  
Dated at Sofia February 7 and 13, 1984;  
Entered into force February 13, 1984.*

*The American Embassy to the Bulgarian Ministry of Foreign Affairs*

No. 020

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the People's Republic of Bulgaria and has the honor to call to the attention of the Government of the People's Republic of Bulgaria the Bilateral Agreement of the United States and the People's Republic of Bulgaria concerning maritime transport, with related letters, signed in Sofia on February 19, 1981 (the agreement).<sup>[1]</sup>

The United States Government has been pleased with the operation of this agreement to date and proposes that it be extended for a period of three years.

The United States Government further proposes that article 10, paragraphs 1 and 2, be amended to read as follows:

1. The initial term of this agreement shall be three years. It shall be extended automatically for successive three-year terms unless terminated in accordance with paragraph 2. Either party may request negotiations within a period six months prior to the concluding date of each term to review developments under this agreement and, if necessary, propose modifications therein.
2. This agreement may be terminated at the conclusion of a term or at any other time upon written notice by one party to the other at least ninety days prior to such time.

---

<sup>[1]</sup>TIAS 10098; 33 UST 1116.

If these proposals are acceptable to the Government of the People's Republic of Bulgaria, the Embassy has the honor to propose that this note, together with the reply of the Government of the People's Republic of Bulgaria, shall constitute an agreement between our two governments extending with modifications the agreement concerning maritime transport, with related letters, signed in Sofia on February 19, 1981, effective on the date of your government's reply.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs of the People's Republic of Bulgaria the assurances of its highest consideration.

Embassy of the United States of America  
Sofia, February 7, 1984

*The Bulgarian Ministry of Foreign Affairs to the American Embassy*

## ВЕРЬАЛНА НОТА

Министерството на външните работи на Народна република България поднася своите почитания към Посолството на Съединените американски щати в София и във връзка с неговаnota № 020 от 7 февруари 1984 година има чест да съобщи следното:

Правителството на Народна република България изразява своето задоволство от прилагането на Спогодбата между Правителството на Народна република България и Правителството на Съединените американски щати за морски транспорт и свързани с тази спогодба писма, подписана в София на 19 февруари 1981 година, и приема предложението срокът на нейното действие да бъде продължен с три години.

Освен това Правителството на Народна република България приема предложението на Правителството на Съединените американски щати член 10, точки 1 и 2 на Спогодбата между Правителството на Народна република България и Правителството на Съединените американски щати за морски транспорт да бъде изменен както следва:

## Член 10

1. Първоначалният срок на действие на тази спогодба ще бъде три години. Той ще бъде продължаван автоматично

ПОСОЛСТВОТО НА  
СЪЕДИНЕНИЯ АМЕРИКАНСКИ ЩАТИ

тично за последващи периоди от по три години, освен ако не бъде прекратен съгласно точка 2. В период от шест месеца преди датата на изтичането на всеки срок всяка договаряща се страна може да поиска провеждането на преговори за преглед на изпълнението на тази Спогодба и, ако е необходимо, да предложи изменение в нея.

2. Действието на тази Спогодба може да бъде прекратено при изтичане на тригодишния срок или по всяко друго време с писмено предизвестие от една от договарящите се страни до другата договаряща се страна най-малко деветдесет дни предварително.

Правителството на Народна република България приема предложението на Посолството на Съединените американски щати в София тази нота, заедно с нота № 020 от 7 февруари 1984 година на Посолството на Съединените американски щати в София, да представява Споразумение между Правителството на Народна република България и Правителството на Съединените американски щати за продължаване срока на действието на Спогодбата между Правителството на Народна република България и Правителството на Съединените американски щати за морски транспорт и свързаните с тази Спогодба писма, подписана в София на 19 февруари 1981 година, с направенинте изменения в член 10.

Министерството на външните работи на Народна република България се ползва от случая да поднови пред Посолството на Съединените американски щати в София уверението в отличната сг към него почит.

София, 13 февруари 1984 година



## TRANSLATION

## BULGARIAN NOTE

The Ministry of Foreign Affairs of the People's Republic of Bulgaria presents its compliments to the Embassy of the United States of America in Sofia and, with reference to note No. 20 of February 7, 1984, has the honor to communicate the following:

The Government of the People's Republic of Bulgaria expresses its satisfaction with the operation of the Agreement Between the Government of the People's Republic of Bulgaria and the Government of the United States of America on Maritime Transport, with related letters, signed in Sofia on February 19, 1981, and accepts the proposal that it be extended for three years.

Furthermore, the Government of the People's Republic of Bulgaria accepts the proposal of the Government of the United States of America that Article 10, paragraphs 1 and 2, of the Agreement Between the Government of the People's Republic of Bulgaria and the Government of the United States of America on Maritime Transport be amended to read as follows:

## ARTICLE 10

1. The initial term of this Agreement shall be three years. It shall be extended automatically for successive three-year terms unless terminated in accordance with paragraph 2. Either

EMBASSY OF THE  
UNITED STATES OF AMERICA

party may request negotiations within a period six months prior to the concluding date of each term to review developments under this Agreement and, if necessary, propose modifications therein.

2. This Agreement may be terminated at the conclusion of a three-year term or at any other time upon written notice by one party to the other at least ninety days prior to such time.

The Government of the People's Republic of Bulgaria accepts the proposal of the Embassy of the United States of America in Sofia that this note, together with note No. 20 of the Embassy of the United States of America in Sofia, dated February 7, 1984, shall constitute an Agreement between the Government of the People's Republic of Bulgaria and the Government of the United States of America on extending, with modifications of Article 10, the Agreement Between the Government of the People's Republic of Bulgaria and the Government of the United States of America on Maritime Transport, with related letters, signed in Sofia on February 19, 1981.

The Ministry of Foreign Affairs of the People's Republic of Bulgaria takes this opportunity to renew to the Embassy of the United States of America in Sofia the assurances of its high consideration.

Sofia, February 13, 1984

[Stamp of the Bulgarian  
Ministry of Foreign Affairs]

## **BELGIUM**

**Defense: Ground Launched Cruise Missile  
(GLCM) Unit**

*Agreement effected by exchange of notes  
Dated at Brussels February 13, 1984;  
Entered into force February 13, 1984.*

*The American Embassy to the Belgian Ministry of Foreign Affairs,  
External Trade and Development Cooperation*

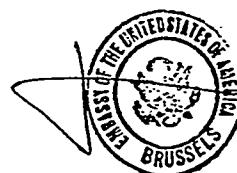
No. 17

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs, External Trade and Development Cooperation of the Kingdom of Belgium and has the honor to refer to the eventual deployment of a U.S. Ground Launched Cruise Missile Unit (Unit) in Florennes pursuant to the NATO two-track decision of December 12, 1979. Included within the Unit is the Tactical Missile Wing, as well as all other U.S. organizations, advance teams, elements and units assigned or attached to it which may be located in Belgium.

The Government of the United States of America, in recognition of the fact that the Supreme Allied Commander, Europe, considers the Unit to be a national unit in support of SHAPE within the meaning of Article 1, paragraph 5.c) of the SHAPE/Belgium Agreement of May 12, 1967, has the honor to propose that the Government of Belgium therefore provide the Unit, its personnel and their dependents no less favorable status of forces terms and conditions than are enjoyed by the NATO/SHAPE Support Group, its personnel and their dependents.

The Embassy of the United States avails itself of this opportunity to renew to the Ministry of Foreign Affairs, External Trade and Development Cooperation the assurances of its highest consideration.

Embassy of the United States of America  
Brussels, February 13, 1984



TIAS 10943

*The Belgian Ministry of Foreign Affairs, External Trade and Development  
Cooperation to the American Embassy*



1000 Bruxelles, le 13 février 1984.  
2, rue Quatre Bras - Tél. 513.6240.

MINISTÈRE DES AFFAIRES ETRANGÈRES,  
DU COMMERCE EXTERIEUR ET DE LA  
COOPÉRATION AU DÉVELOPPEMENT

...  
L  
....

Le Ministère des Affaires étrangères, du Commerce extérieur et de la Coopération au Développement du Royaume de Belgique présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et a l'honneur de se référer à la note de l'Ambassade, n° 17, de ce jour dont le texte suit :

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs, External Trade and Development Cooperation of the Kingdom of Belgium and has the honor to refer to the eventual deployment of a U.S. Ground Launched Cruise Missile Unit (Unit) in Florennes pursuant to the NATO two-track decision of December 12, 1979. Included within the Unit is the Tactical Missile Wing, as well as all other U.S. organizations, advance teams, elements and units assigned or attached to it which may be located in Belgium.

The Government of the United States of America, in recognition of the fact that the Supreme Allied Commander, Europe, considers the Unit to be a national unit in support of SHAPE within the meaning of Article 1, paragraph 5.c) of the SHAPE/Belgium Agreement of May 12, 1967, has the honor to propose that the Government of Belgium therefore provide the Unit, its personnel and their dependents no less favorable status of forces terms and conditions than are enjoyed by the NATO/SHAPE Support Group, its personnel and their dependents.

The Embassy of the United States avails itself of this opportunity to renew to the Ministry of Foreign Affairs, External Trade and Development Cooperation the assurances of its highest consideration."

A l'Ambassade des Etats-Unis d'Amérique  
Boulevard du Régent 27

1000 BRUXELLES

TIAS 10943

Le Ministère a l'honneur d'informer l'Ambassade que le Gouvernement belge marque son accord sur la note dont le texte est repris ci-dessus.

Le Ministère des Affaires étrangères, du Commerce extérieur et de la Coopération au Développement du Royaume de Belgique saisit cette occasion de renouveler à l'Ambassade des Etats-Unis d'Amérique l'assurance de sa très haute considération.



## TRANSLATION

Ministry of Foreign Affairs, External Trade,  
and Development Cooperation

Brussels, February 13, 1984

Excellency:

The Ministry of Foreign Affairs, External Trade, and Development Cooperation of the Kingdom of Belgium presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's note No. 17, of today's date, the text of which follows:

[For text of the U.S. note, see p. 4408.]

The Ministry has the honor to inform the Embassy that the Belgium Government is in agreement with the note transcribed above.

The Ministry of Foreign Affairs, External Trade, and Development Cooperation of the Kingdom of Belgium avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its very high consideration.

[Initialed]

[Embassy stamp]

Embassy of the United States of America,  
Boulevard du Régent 27,  
Brussels.

## **GUINEA**

### **Defense: International Military Education and Training (IMET)**

*Agreement effected by exchange of notes  
Dated at Conakry March 29, 1983 and February 13, 1984;  
Entered into force February 13, 1984.*

*The American Embassy to the Guinean Ministry of Foreign Affairs*

No. 038

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Guinea and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program. The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training.

These conditions are:

1. That the recipient government will not, without the consent of the United States Government:
  - A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;
  - B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or
  - C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.
3. That the recipient country will permit continuous observation and review by, and furnish necessary information to representatives of the United States Government with regard to the use of such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET Program with the Government of Guinea may include training related to defense articles with respect to which the agreement of the Government of Guinea to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs of the Government of Guinea shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Guinea the assurances of its highest consideration.

Embassy of the United States of America

Conakry, March 29, 1983



TIAS 10944

*The Guinean Ministry of Foreign Affairs to the American Embassy*

MINISTRE  
DES AFFAIRES ETRANGERES

REPUBLIQUE POPULAIRE REVOLUTIONNAIRE DE GUINEE  
TRAVAIL - JUSTICE - SOLIDARITE

CONAKRY, LE Feb. 13 1984

LE MINISTRE DES AFFAIRES ETRANGERES

N° 175 MAE

REF:

**NOTE**

OBJET:

Le Ministère des Affaires Etrangères de la République Populaire Révolutionnaire de Guinée présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Conakry et suite, de sa note N° 184 du 20 Octobre 1983, à l'honneur de lui demander de bien vouloir transmettre aux autorités de son pays que le Gouvernement Guinéen denne son accord sur les conditions et dispositions de la loi des Etats-Unis concernant le programme International d'éducation et de formation militaires aux Etats-Unis (IMET—United States International Military Education Program).

Le Ministère des Affaires Etrangères de la République Populaire Révolutionnaire de Guinée remercie d'avance l'Ambassade des Etats-Unis d'Amérique pour son aimable entremise et saisit cette occasion pour lui renouveler les assurances de sa haute considération.



AMBASSADE DES ETATS-UNIS D'AMERIQUE  
A - CONAKRY -

## TRANSLATION

People's Revolutionary Republic of Guinea

Ministry of Foreign Affairs

Note No. 175/MAE

Conakry, February 13, 1984

The Ministry of Foreign Affairs of the People's Revolutionary Republic of Guinea presents its compliments to the Embassy of the United States of America at Conakry and, with reference to its note No. 184 of October 20, 1983,[<sup>1</sup>] has the honor to request it to inform the United States authorities that the Government of Guinea agrees to the terms and conditions of United States law concerning the International Military Education Program (IMET).

The Ministry of Foreign Affairs of the People's Revolutionary Republic of Guinea thanks the Embassy of the United States of America in advance for its cooperation in this matter, and avails itself of the opportunity to renew to it the assurances of its high consideration.

[Initialed]

[Ministry stamp]

Embassy of the United States of America,  
Conakry.

<sup>1</sup> The U.S. note of Oct. 20, 1983 requested a reply to U.S. note No. 038 of Mar. 29, 1983.

# **PEOPLE'S REPUBLIC OF CHINA**

## **Trade in Textiles: Visa System**

*Arrangement effected by exchange of letters  
Signed at Washington February 16, 1984;  
Entered into force February 16, 1984.*

*The American Deputy Assistant Secretary for Trade and Commercial Affairs to the Chinese Commercial Counselor*



United States Department of State

Washington, D.C. 20520

Mr. An Dong  
Counselor (Commercial Affairs)  
Embassy of the People's Republic of China  
2300 Connecticut Avenue N.W.  
Washington, D.C. 20008

February 16, 1984

Dear Mr. An:

I refer to paragraphs 9 and 12 of the Agreement between the United States of America and the People's Republic of China Relating to Trade in Cotton, Wool and Man-made Fiber Textiles and Textile Products effected by exchange of notes dated August 19, 1983 (the Agreement)[<sup>1</sup>] and to the Textile Visa System effected by exchange of letters on July 23 and 25, 1980.[<sup>2</sup>] I also refer to recent discussions between representatives of our Governments concerning the implementation of a new export licensing system.

I have the honor to propose, on behalf of my Government, the following export licensing system:

1. Each commercial shipment of cotton, wool and man-made fiber textiles and apparel products will be accompanied by a textile export license/commercial invoice and stamped marking issued by an official authorized by your Government. The license will be printed on a guilloche-pattern background in blue color for categories covered by specific limits and in green color for categories not covered by specific limits. The circular stamped marking will be in blue ink on the front of the license and will include within the stamp the signature of an authorized official and the number of the license. The correct category and quantity of the shipment in applicable category units will be stated within the stamp. Shipments valued at US \$250 or less shall be exempt from this export licensing system.

2. Your Government will provide my Government two original specimens of the license and stamp marking. Your Government will also provide the list of agencies of the issuing authority and, subsequently, notification of any changes therein.

3. Cotton, wool and man-made fiber textiles and apparel products which are not accompanied by an original

<sup>1</sup> Not printed.

<sup>2</sup> TIAS 9836; 32 UST 2290.

license and stamp marking in accordance with the provisions of paragraph 1 of this letter will be denied entry by my Government except upon specific request of your Government.

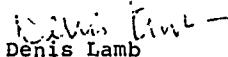
4. My Government will publish in the FEDERAL REGISTER the license requirements set out in this letter upon receipt of a) your letter confirming your Government's acceptance of this proposal and b) specimens of the license and stamp marking and the list of agencies authorized to issue them. The licensing system proposed by this letter will become effective as soon as possible after publication in the FEDERAL REGISTER for goods shipped from the People's Republic of China on and after the effective date. Our Governments will agree on the effective date of the FEDERAL REGISTER notice.

5. Any shipment which is not accompanied by a valid and correct license and stamped marking in accordance with the foregoing provisions shall be denied entry by my Government on and after the effective date specified in the FEDERAL REGISTER notice unless your Government specifically authorizes entry and charges to agreement levels. The foregoing notwithstanding, if the quantity indicated on the license and stamped marking is more than that of the shipment, entry shall be permitted and charges to agreement levels shall be made according to the quantity of the shipment. Textile and apparel products exported to the United States prior to the effective date of the FEDERAL REGISTER notice shall be subject to the provisions of the visa system referred to at the beginning of this letter.

6. Either Government may terminate this licensing system by giving 90 days' written notice to the other.

If the foregoing proposal is acceptable to your Government, this letter and your letter of acceptance on behalf of your Government shall constitute an administrative arrangement between our two Governments.

Sincerely,

  
Denis Lamb

Deputy Assistant Secretary  
Trade and Commercial Affairs  
Bureau of Economic and  
Business Affairs

*The Chinese Commercial Counselor to the American Deputy Assistant  
Secretary for Trade and Commercial Affairs*

**THE EMBASSY OF THE PEOPLE'S REPUBLIC OF CHINA**  
2300 Connecticut Avenue, N.W.  
Washington, D.C. 20008

February 16, 1984

Mr. Denis Lamb  
Deputy Assistant Secretary  
for Trade and Commercial Affairs  
Bureau of Economic and Business Affairs  
U.S. Department of State  
Washington, D.C. 20520

Dear Mr. Lamb:

I have the honor to refer to your letter of February 16, 1984, concerning replacement of the existing visa system by establishing an export licensing system as proposed in your letter for exports to the United States of America of cotton, wool and man-made fiber textiles and textile products from the People's Republic of China..

I wish to confirm that the proposal set out in your letter on behalf of your Government is acceptable to the Government of the People's Republic of China, that your letter and this letter of acceptance shall constitute an administrative arrangement between our two Governments.

I am enclosing herewith two original specimens of the licence and stamp marking, and the list of agencies of the issuing authority.<sup>[1]</sup> I have further the honor to confirm that the agencies of issuing authority of the People's Republic of China will issue export licences as from April 1, 1984 for exports from China to the United States of cotton, wool and man-made fiber textiles and textile products. This will supersede the former visa system.

Sincerely,

  
An Dong  
Commercial Counselor

Encl.

<sup>1</sup> Not printed.

**AUSTRALIA**  
**Seismic Observation**

*Agreement amending the agreement of February 28, 1978.  
Effectuated by exchange of notes  
Dated at Canberra February 17, 1984;  
Entered into force February 17, 1984.*

*The Australian Department of Foreign Affairs to the American Embassy*

919/8/7



CH186539

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to recent discussions concerning the designation of co-operating agencies of the Australian Government and the United States Government respectively, pursuant to paragraph 1 of the Exchange of Notes between the Government of Australia and the Government of the United States of America constituting an Agreement regarding future management and operation of the Joint Geological and Geophysical Research Station at Alice Springs, Canberra,  
28 February 1978.<sup>[1]</sup>

In accordance with the understandings reached during those discussions the Department has the honour to propose that paragraphs (1) and (21) of the Exchange of Notes be amended as follows:

"(1) Unless otherwise agreed, the United States Air Force (in this Note referred to as 'USAF') and the Bureau of Mineral Resources of the Department of Resources and Energy (in this Note referred to as 'BMR') shall be the co-operating agencies of the United States Government and the Australian Government respectively, and shall be responsible for giving effect to the provisions contained in this Note."

<sup>1</sup> TIAS 8995; 29 UST 3040.

and

"(21) Any major information release to the public concerning the Station will be co-ordinated between BMR and USAF prior to release."

The Department of Foreign Affairs has the honour to propose that, if the foregoing is acceptable to the Government of the United States of America, this Note and the Embassy's reply to that effect shall together constitute an Agreement between the two Governments which shall amend the Exchange of Notes between the Government of Australia and the Government of the United States of America constituting an Agreement regarding future management and operation of the Joint Geological and Geophysical Research Station at Alice Springs, Canberra, 28 February 1978, and shall enter into force on and from the date of the Embassy's reply.

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.



CANBERRA, A.C.T.

17 February 1984

*The American Embassy to the Australian Department of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 26

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honor to refer to the Department's Note CH186539 of 17 February 1984 concerning the exchange of notes between the Government of Australia and the Government of the United States of America constituting an agreement regarding future management and operation of the Joint Geological and Geophysical Research Station at Alice Springs, Canberra, 28 February 1978, which reads as follows:

[For text of Australia note, see pp. 4422-4423.]

The Embassy has the honor to confirm that the proposals contained in the Department's note are acceptable to the Government of the United States of America and that the Department's Note and this reply shall together constitute an agreement amending the exchange of notes between the Government of Australia and the Government of the United States of America constituting an agreement regarding future management and operation of the Joint Geological and Geophysical Research Station at Alice Springs, Canberra, 28 February 1978, which shall enter into force on and from the date of this reply.

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

Embassy of the United States of America,  
Canberra, February 17, 1984



## CANADA

### Pollution: St. John River Basin

*Agreement amending the agreement of September 21, 1972.*

*Effectuated by exchange of notes*

*Signed at Ottawa February 22, 1984;*

*Entered into force February 22, 1984.*

*The Canadian Deputy Prime Minister and Secretary of State for External Affairs to the American Ambassador*

Deputy Prime Minister  
Secretary of State for External Affairs  
Government of Canada



Vice-premier ministre  
Secrétaire d'Etat aux Affaires étrangères

OTTAWA, ONTARIO  
K1A OG2

February 22, 1984

No. 0123

His Excellency  
The Honourable Paul Heron Robinson Jr.  
Ambassador of the United States  
of America  
100 Wellington Street  
Ottawa, Ontario  
K1P 5T1

Excellency:

I have the honour to refer to the discussions on the Saint John River which have taken place between representatives of our Governments, and to propose that our Governments undertake additional measures to ensure the continued preservation and enhancement of the quality of water in the international section of the Saint John River.

On September 21, 1972, our two Governments established by Exchange of Notes the Canada-United States Committee on Water Quality in the Saint John River.<sup>[1]</sup> The Committee was to cooperate in water quality planning in order to devise programs to enhance the quality of water in the Saint John River, consistent with the provisions and objectives of the Boundary Waters Treaty of 1909.<sup>[2]</sup> Simultaneously with the Committee's creation, the International Joint Commission was given a Reference by Governments to recommend action by the Governments in regard to those matters examined by the Committee and to advise on further institutional arrangements. A Report of the Committee was presented to the International Joint Commission in September, 1975, and the International Joint Commission's final Report to Governments was completed in February, 1977. Subsequent to that date, Committee operations have continued. It has focused on a further review and revision of the water quality objectives recommended in its 1975 Report, and revised objectives were adopted in November, 1980, by the Committee.

<sup>1</sup> TIAS 7470; 23 UST 2813.

<sup>2</sup> TS 548; 36 Stat. 2448.

In light of the mutual commitment of our Governments to the preservation and enhancement of water quality in the Saint John River, and in order to further control and reduce water pollution in the international section of the Saint John River, I have the honour to propose that the Governments of Canada and the United States utilize the water quality objectives approved by the Committee in 1980 and continue to consider those objectives as useful indicators in the development and implementation of specific programs and measures in both countries.

Recognizing the valuable work done since 1972 by the Committee, and the interim nature of the Committee's original mandate, I have the further honour to propose that our Governments continue in operation the Canada-United States Committee on Water Quality in the Saint John River to assist the appropriate authorities in Canada and the United States to cooperate in the development, coordination and implementation of programs and measures to meet these objectives. The functions of the Committee would accordingly be amended as set forth in the attached Annex which replaces the Annex to the Canadian Note of September 21, 1972.

If the foregoing proposals are acceptable to the Government of the United States of America, I have the honour to propose that this Note, together with its Annex, which are equally authentic in English and French, and your reply, shall constitute an agreement between our Governments which shall enter into force on the date of your reply and remain in force unless terminated by either Government upon six (6) months' written notice to the other Government. This agreement may be amended by mutual agreement of the two Governments.

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

Yours sincerely,

  
Allan J. MacEachen

ANNEXTERMS OF REFERENCE FOR THE CANADA-UNITED STATES COMMITTEE  
ON WATER QUALITY IN THE SAINT JOHN RIVER

1. The Canada-United States Committee on Water Quality in the Saint John River shall assist the appropriate authorities in Canada and the United States to cooperate in the development, coordination and implementation of programs and measures to meet water quality objectives for the international section of the Saint John River. Accordingly, the Committee shall have the following responsibilities:
  - a. Periodically review activities relating to water quality on both sides of the boundary in the Saint John River Basin, with a view to facilitating progress towards preservation and enhancement of water quality;
  - b. Exchange appropriate information about plans, programs and actions which could affect water quality in the Basin;
  - c. Assist in coordination and consultation among appropriate authorities on matters and actions including monitoring programs concerning water quality;
  - d. Report to Governments recommended further refinements to the water quality objectives, as necessary;
  - e. Provide a report to Governments every two years, or to the extent necessary, on the state of water quality in the international section of the Saint John River, and on progress being made to maintain and enhance water quality in accordance with the objectives and, as appropriate, identifying any further measures required; and,
  - f. Provide copies of its report to the International Joint Commission.
2. Discussions within the Committee will supplement and not replace existing formal and informal discussions or other contacts among federal, state, provincial and local authorities.

## 3. Composition and organization of the Committee:

- a. The Committee shall consist of an equal number of members from each country, and will include appropriate officials from the Governments of Canada and the United States; the Governments of New Brunswick, Quebec and Maine; and representatives of regional organizations, as appropriate;
- b. The members will represent their respective authorities (who will pay such expenses as may be incurred in this respect) and provide the special skills, experience and information required to carry out the above terms of reference;
- c. The Committee should have the smallest number of members to perform its functions effectively but may, as required, appoint sub-committees or task forces to undertake specific tasks. Advisors and observers to the Committee may be paid by Governments or serve without salary or expense allowance; and,
- d. The United States and Canadian sections of the Committee shall each designate a Chairman of its section. The Chairmen of the two sections shall be Co-chairmen of the Committee and shall be responsible for providing proper liaison between the Committee and their respective authorities. The Chairmen will keep their respective section members informed of plans, activities and progress. Each Chairman, after consulting the members of his own section of the Committee, may appoint a Secretary of that section.

*French Text of the Canadian Note*

Deputy Prime Minister  
Secretary of State for External Affairs



Vice-premier ministre  
Secrétaire d'Etat aux Affaires extérieures

Canada OTTAWA, ONTARIO  
K1A 0G2

No. 0123

22 février 1984

Son Excellence  
L'honorable Paul Heron Robinson Jr.  
Ambassadeur des Etats-Unis d'Amérique  
100 rue Wellington  
Ottawa, Ontario  
K1P 5T1

Excellence:

J'ai l'honneur de me reporter aux discussions concernant la rivière Saint-Jean tenues entre les représentants de nos Gouvernements, et de proposer que nos Gouvernements prennent des mesures supplémentaires pour assurer la préservation et l'amélioration de la qualité de l'eau dans la section internationale de la rivière Saint-Jean.

Le 21 septembre 1972, par voie d'un Echange de Notes, nos deux Gouvernements créaient le Comité canado-américain sur la qualité de l'eau de la rivière Saint-Jean auquel ils confiaient la charge de collaborer aux activités de planification en vue de l'élaboration de programmes destinés à améliorer la qualité de l'eau de la rivière Saint-Jean, conformément aux dispositions et aux objectifs du Traité de 1909 sur les eaux limitrophes. Concomitamment avec la création du Comité, les Gouvernements adressaient à la Commission mixte internationale un Renvoi par lequel ils lui demandaient de leur recommander les mesures à prendre au regard des questions examinées par le Comité et de les conseiller sur d'autres arrangements institutionnels. En septembre 1975, le Comité a présenté un rapport à la Commission mixte internationale et le rapport final de la Commission mixte internationale aux gouvernements a été terminé en février 1977. Par la suite, le Comité a poursuivi ses travaux. Il s'est attaché surtout à continuer l'étude et la révision des objectifs relatifs à la qualité de l'eau recommandés dans son rapport de 1975, et il a adopté des objectifs révisés en novembre 1980.

Compte tenu de l'engagement mutuel de nos Gouvernements à préserver et à améliorer la qualité de l'eau de la rivière Saint-Jean, et aux fins de contrôler

et de réduire davantage la pollution de l'eau dans la section internationale de la rivière Saint-Jean, j'ai l'honneur de proposer que les Gouvernements du Canada et des Etats-Unis s'inspirent des objectifs relatifs à la qualité de l'eau approuvés par le Comité en 1980 et continuent de les considérer comme des indicateurs utiles pour l'élaboration et la mise en oeuvre de programmes et de mesures spécifiques dans les deux pays.

Reconnaissant la valeur du travail accompli par le Comité depuis 1972 et la nature intérimaire du mandat original du Comité, j'ai de plus l'honneur de proposer que nos Gouvernements maintiennent le Comité canado-américain sur la qualité de l'eau de la rivière Saint-Jean pour aider les autorités compétentes du Canada et des Etats-Unis à coopérer à l'élaboration, à la coordination et à la mise en oeuvre de programmes et de mesures visant à atteindre ces objectifs. Les fonctions du Comité seraient modifiées en conséquence conformément à l'Annexe des présentes, qui remplace l'Annexe à la Note canadienne du 21 septembre 1972.

Si les propositions susmentionnées agréent au Gouvernement des Etats-Unis d'Amérique, j'ai l'honneur de proposer que la présente Note, ainsi que son Annexe, qui font également foi en français et en anglais, et votre réponse constituent entre nos Gouvernements un Accord qui entrera en vigueur à la date de votre réponse et restera en vigueur à moins qu'il ne soit dénoncé par l'un ou l'autre Gouvernement sur préavis écrit de six (6) mois à l'autre Gouvernement. Il est sujet à modification moyennant entente entre les deux Gouvernements.

Veuillez accepter, Excellence, les assurances renouvelées de ma très haute considération.



Allan J. MacEachen

ANNEXEMANDAT DU COMITE CANADO-AMERICAIN SUR LA QUALITE DE L'EAU  
DE LA RIVIERE SAINT-JEAN

1. Le Comité canado-américain sur la qualité de l'eau de la rivière Saint-Jean a pour mandat d'aider les autorités compétentes du Canada et des Etats-Unis à coopérer à l'élaboration, à la coordination et à la mise en oeuvre de programmes et mesures visant à atteindre les objectifs relatifs à la qualité de l'eau dans la section internationale de la rivière Saint-Jean. En conséquence, les responsabilités du Comité sont les suivantes:
  - a. revoir périodiquement les activités liées à la qualité de l'eau des deux côtés de la frontière dans le bassin de la rivière Saint-Jean en vue de faciliter le progrès dans la préservation et l'amélioration de la qualité de l'eau;
  - b. échanger des renseignements pertinents sur les plans, les programmes et les activités susceptibles de modifier la qualité de l'eau dans ledit bassin;
  - c. aider à la coordination et à la consultation entre les autorités compétentes sur diverses questions et mesures à prendre, y compris les programmes de contrôle de la qualité de l'eau;
  - d. faire connaître aux Gouvernements les améliorations qu'il aura été recommandé d'apporter aux objectifs relatifs à la qualité de l'eau, au besoin;
  - e. présenter aux gouvernements, tous les deux ans ou chaque fois que cela est nécessaire, un rapport sur l'état de la qualité de l'eau dans la section internationale de la rivière Saint-Jean et sur les progrès accomplis quant au maintien et à l'amélioration de la qualité de l'eau, conformément aux objectifs et, s'il y a lieu, déterminer toute autre mesure nécessaire; et,
  - f. fournir des copies de ses rapports à la Commission mixte internationale.
2. Les discussions tenues au sein du Comité complètent, mais ne remplacent pas les discussions officielles ou officieuses ou les autres contacts existant entre les

autorités des gouvernements fédéraux, des Etats, des provinces et des localités.

3. Composition et organisation du Comité:

- a. Le Comité se compose d'un nombre égal de membres de chaque pays et comprend les représentants appropriés des Gouvernements du Canada et des Etats-Unis, des représentants des Gouvernements du Nouveau-Brunswick, du Québec et du Maine et des représentants d'organisations régionales, s'il y a lieu;
- b. Les membres représentent leurs autorités respectives (qui assument les dépenses éventuelles engagées à cette fin) et apportent les compétences spéciales, l'expérience et les renseignements nécessaires à l'exécution du mandat susmentionné;
- c. Le Comité ne devrait compter que le nombre de membres lui permettant de s'acquitter efficacement de ses fonctions, mais il peut, au besoin, mettre sur pied des sous-comités ou des groupes de travail pour exécuter des tâches précises. Les conseillers et les observateurs auprès du Comité peuvent être rémunérés par les Gouvernements ou travailler sans salaire ou indemnité de séjour; et,
- d. Les sections américaine et canadienne du Comité nomment chacune leur président. Les présidents des deux sections sont co-présidents du Comité et assurent la liaison entre le Comité et leurs autorités respectives. Les présidents tiennent les membres de leur section au courant des projets, des activités et des progrès accomplis. Après consultation des membres de sa section, chaque président peut nommer un secrétaire de section.

*The American Ambassador to the Canadian Deputy Prime Minister and  
Secretary of State for External Affairs*

Ottawa, Ontario, February 22, 1984

The Honorable Allan J. MacEachen  
Deputy Prime Minister and  
Secretary of State for External Affairs  
Lester B. Pearson Building  
125 Sussex Drive  
Ottawa, Ontario  
K1A 0G2

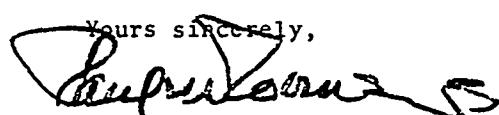
Sir:

I have the honor to refer to your Note of this date, with attached Annex, regarding the United States-Canada Committee on Water Quality in the Saint John River, which was established by an Exchange of Notes between our two Governments on September 21, 1972. You have proposed that our Governments now utilize the water quality objectives approved by the Committee in 1980. In addition, you have proposed continued operation of the Committee under a revised mandate, as set forth in the Annex to your Note. These proposals have been approved by the United States Government.

Accordingly, I have the honor to confirm that your Note, together with its Annex, and this reply, shall constitute an agreement between our Governments which shall enter into force on the date of this reply.

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

*Yours sincerely,*

  
Paul Heron Robinson, Jr.,  
Ambassador

# **HUNGARIAN PEOPLE'S REPUBLIC**

## **Aviation: Air Transport Services**

*Agreement extending the agreement of May 30, 1972, as amended  
and extended.*

*Effectuated by exchange of notes*

*Dated at Budapest December 28, 1983 and February 22, 1984;*

*Entered into force February 22, 1984;*

*Effective January 1, 1984.*

*The American Embassy to the Hungarian Ministry of Foreign Affairs*

No. 411

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Hungarian People's Republic and has the honor to refer to the Air Transport Agreement between the Government of the United States of America and the Government of the Hungarian People's Republic signed at Washington on May 30, 1972, as extended and amended most recently by an exchange of Notes at Budapest on June 7, 1983. [1]

The United States Government proposes that this Agreement, currently scheduled to expire on December 31, 1983, be extended through December 31, 1984.

If this proposal is acceptable to the Government of the Hungarian People's Republic, the Embassy of the United States of America proposes that this Note and the reply of the Ministry constitute an agreement between our two governments. Such agreement shall enter into force on the date of your reply and shall be effective from January 1, 1984 to December 31, 1984.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Hungarian People's Republic the assurances of its highest consideration.

Embassy of the United States of America  
Budapest, December 28, 1983

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<sup>1</sup>TIAS 7577, 8096, 10704; 24 UST 716; 26 UST 1083; 35 UST 932.

*The Hungarian Ministry of Foreign Affairs to the American Embassy*  
No. : 1142-3/1984

The Ministry of Foreign Affairs  
of the Hungarian People's Republic presents  
its compliments to the Embassy of the  
United States of America and has the honor  
to refer to the Air Transport Agreement  
between the Government of the Hungarian  
People's Republic and the Government of the  
United States of America signed at Washington  
on May 30, 1972 as extended and amended most  
recently by the exchange of Notes at Budapest  
on June 7, 1983; and to the Embassy's note  
dated December 28, 1983.

The Government of the Hungarian  
People's Republic accepts the proposal of the  
United States Government that the agreement be  
extended through December 31, 1984.

The Government of the Hungarian  
People's Republic agrees with the Embassy of the  
United States of America that the Embassy's note  
and the reply of the Ministry constitute an  
agreement to extend the Air Transport Agreement.

Embassy  
of the United States of  
America  
Budapest

Dec. 28, 1983  
Feb. 22, 1984

Such agreement shall enter into force on the date of this note and shall be effective from January 1, 1984 to December 31, 1984.

The Ministry wishes to refer to the letter of the Ambassador of the United States of America in Budapest, dated June 3, 1983,<sup>[1]</sup> /established most favored nation treatment as the basis of our air transport relations/ and to declare that the Hungarian Side considers the understanding contained in that letter as valid.

The Ministry of Foreign Affairs of the Hungarian People's Republic avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Budapest, February 22, 1984



<sup>1</sup> Not printed.

## GREECE

### **Atomic Energy: Technical Information Exchange and Cooperation in Nuclear Safety Matters**

*Arrangement signed at Athens October 18, 1978;  
Entered into force October 18, 1978.*

ARRANGEMENT  
BETWEEN THE  
UNITED STATES NUCLEAR REGULATORY COMMISSION  
(U.S.N.R.C.)  
AND  
THE GREEK ATOMIC ENERGY COMMISSION  
(G.A.E.C.)  
FOR THE EXCHANGE OF TECHNICAL INFORMATION  
AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Greek Atomic Energy Commission (hereinafter called the G.A.E.C.), considering the desirability of a continuing exchange of information pertaining to regulatory matters, and collaboration in standards of the type required or recommended by these organizations for the regulation of safety and environmental impact of nuclear facilities, conclude the following Arrangement of cooperation.

**I. SCOPE OF THE ARRANGEMENT**

**I.1 Technical Information Exchange**

The U.S.N.R.C. and the G.A.E.C. agree to exchange the following types of technical information, in their possession and which they have the right to exchange, related to the regulation of safety and environmental impact of designated nuclear energy facilities and to safety research of designated types of nuclear facilities:

- a. Topical reports concerned with technical safety and environmental effects written by or for one of these

- parties as a basis for, or in support of, regulatory decisions and policies.
- b. Significant licensing actions and safety and environmental decisions affecting these facilities.
  - c. Site licensing principles and problems.
  - d. Detailed descriptive documents on the U.S.N.R.C. regulatory process of certain U.S. facilities designated by the G.A.E.C. as being similar to certain facilities being built or planned in Greece and reciprocal documents on these Greek facilities.
  - e. Information in the field of reactor safety research either in the possession of one of the parties or available to it. Each party will transmit to the other urgent information concerning research results that require early attention in the interest of public safety, along with an indication of significant implications.
  - f. Reports on operating experience, such as reports on incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.
  - g. Regulatory procedures for safety, safeguards, and environmental impact evaluation of these nuclear facilities.

- h. Each party will make special efforts to give early advice to the other of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the other.
- i. Computer programs relating to reactor safety analysis.
- j. Each party will be prepared upon specific request to advise the other on specific questions related to reactor safety.

#### I.2 Exchange of Regulatory Standards

Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the respective countries will be made available by each party on a timely basis.

#### I.3 Cooperation in Safety Research and Development

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the two parties, including the use of test facilities and/or computer programs owned by either party, will be considered on a case-by-case basis. Temporary assignments of personnel by one party in the other party's agency will also be considered on a case-by-case basis.

**I.4 Training and Assignments**

The U.S.N.R.C. will assist the G.A.E.C. in providing certain training and experience for G.A.E.C. safety personnel. Costs of salary, allowances and travel of G.A.E.C. participants will be paid by G.A.E.C. Participation will be permitted within the limitation of available resources. The following are typical of the categories of such training and experience that may be provided:

- a. G.A.E.C. inspector accompaniment of U.S.N.R.C. inspectors on reactor and reactor construction inspection visits in the U.S., including extended briefings at U.S.N.R.C. regional inspection offices (anticipated 1-2 persons per year, each visit 1-3 weeks in length).
- b. Participation by G.A.E.C. employees in U.S.N.R.C. staff training courses.
- c. Assignment of G.A.E.C. employees for 1-2 year periods within the U.S.N.R.C. staff, to work on U.S.N.R.C. staff duties and gain experience (1-2 assignees at a time).

**I.5 Additional Safety Advice**

To the extent that the documents and other information provided by U.S.N.R.C. as described in SCOPE OF THE ARRANGEMENT, above, are not adequate to meet G.A.E.C. needs for technical advice,

the parties will consult on the best means for fulfilling such needs. U.S.N.R.C. will attempt, within the limitations of appropriated resources and legislative authority, to assist G.A.E.C. in meeting these needs. For example, within these limitations, U.S.N.R.C. will attempt to meet requests that come through the IAEA for technical assistance missions to Greece by U.S.N.R.C. safety experts.

## II. ADMINISTRATION

- II.1 The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange activity, to recommend revisions, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.
- II.2 An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters

unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.

- II.3 The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract, less than 250 words, describing its scope and content.
- II.4 This Arrangement shall have a term of five years; it may be extended further by mutual written agreement, and terminated by either party upon ninety-day notice.
- II.5 The application or use of any information exchanged or transferred between the parties under this Arrangement

shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

- II.6 Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.
- II.7 Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations, and policy directives. No nuclear materials, facilities, or information on uranium enrichment, nuclear fuel reprocessing, heavy water production or fabrication of fuel containing plutonium will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

II.8 Information exchanged under this Arrangement shall be subject to the patent provisions in the Addendum of this Arrangement, called the "Patent Addendum."

### III. EXCHANGE AND USE OF INFORMATION

#### III.1 General

The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of the Patent Addendum.

#### III.2 Definitions (As used in Article III)

- a. The term "information" means nuclear energy related regulatory, safety, safeguards, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement;
- b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.
- c. The term "other confidential or privileged information" means information, other than "proprietary information,"

which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

### III.3 Marking Procedures for Documentary Proprietary Information

A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar restrictive legend:

"This document contains proprietary information furnished in confidence under an Arrangement dated \_\_\_\_\_ between the United States Nuclear Regulatory Commission and the Greek Atomic Energy Commission and shall not be disseminated outside these organizations, their consultants, contractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of Greece without the prior approval of ( name of submitting party ). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

III.4 Dissemination of Documentary Proprietary Information

- a. Proprietary information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.
- b. In addition, proprietary information may be disseminated without prior consent
  - (1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary information; and
  - (2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and

(3) to contractors of organizations identified in III.4b. (2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

- c. With the prior written consent of the party providing proprietary information under this Arrangement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subsections a. and b. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

III.5 Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature, provided such information is

clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating

- a. that the information is protected from public disclosure by the Government of the transmitting party; and
- b. that the information is submitted under the condition that it be maintained in confidence.

**III.6. Dissemination of Other Confidential or Privileged Information of a Documentary Nature**

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph III.4,  
Dissemination of Documentary Proprietary Information.

**III.7 Non-Documentary Proprietary or Other Confidential or Privileged Information**

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Arrangement, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the parties according to the principles specified in this Arrangement for documentary information; provided, however, that the party communicating such proprietary or other confidential or privileged information places the recipient on notice as to the character of the information communicated.

**III.8 Consultation**

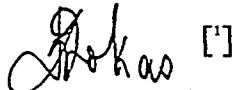
If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Arrangement, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

**III.9 Other**

Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

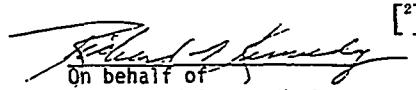
Done in Athens in duplicate in the English and Greek languages, each equally authentic, this ~~18~~ day of October 1978.

Signed:



[<sup>1</sup>]

On behalf of  
The Greek Atomic Energy  
Commission



[<sup>2</sup>]

On behalf of  
The United States Nuclear  
Regulatory Commission

<sup>1</sup> Konstantine Dokas.

<sup>2</sup> Richard T. Kennedy.

Patent Addendum for U.S.N.R.C. - G.A.E.C. Arrangement**1. Definitions**

When used in this Addendum, unless the context otherwise indicates

- i. The term "personnel" means: (a) the employees of a party to this Arrangement and (b) the employees of a contractor of a party to this Arrangement.
- ii. The term "inventing party" means the party of this Arrangement whose personnel have made or conceived an invention or discovery during the course of or under the activities covered by the terms of this Arrangement.

**2. Reporting and Allocation of Rights**

- i. Except as otherwise provided in paragraph ii hereinafter, if an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement, or if such invention was made or conceived as a direct result of information acquired by such personnel from the other party, then the inventing party:
  - (a) agrees to promptly disclose such invention or discovery to the other party;

- (b) agrees to transfer and assign to the other party, all right, title, and interest in and to such invention or discovery in the country of the other party subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such other country; and
- (c) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party and in third countries but shall grant to the other party, upon request of the other party, a non-exclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such country of the inventing party and in such third countries.

ii. In the event an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement and such invention was made or conceived while such personnel were assigned to the other party, the inventing party:

- (a) agrees to promptly disclose such invention or discovery to the other party;

- (b) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party;
- (c) shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in the country of the inventing party; and
- (d) agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in the country of the other party and in third countries subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country and in such third countries.

iii. As employed in this Arrangement, a license to a party to make, use, and sell an invention or discovery shall include the right to have others make, use, and sell such invention or discovery on behalf of such licensed party.

3. Claims for Compensation

Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty or award as regards any invention, discovery, patent application or patent made or conceived in the course of or under this Arrangement, and agrees to release, and does hereby release, the other party with respect to any and all such claims, including any claims under the provisions of the United States Atomic Energy Act of 1954, as amended.<sup>[1]</sup>

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<sup>1</sup> 68 Stat. 919; 42 U.S.C. §2011 *et seq.*

ΣΥΜΦΑΣΙΣ  
ΜΕΤΑΒΥ ΤΗΣ  
ΕΛΛΗΝΙΚΗΣ ΕΠΙΤΡΟΠΗΣ ΑΤΟΜΙΚΗΣ ΕΝΕΡΓΕΙΑΣ  
(ΕΕΑΕ)  
KAI  
ΤΗΣ ΡΥΘΜΙΖΟΥΣ ΕΥΡΗΜΙΚΗΣ ΕΠΙΤΡΟΠΗΣ ΤΩΝ  
ΗΝΩΜΕΝΩΝ ΚΩΔΙΚΕΩΝ  
(UNIQC)  
ΑΙΑ ΤΗΝ ΑΝΤΑΛΛΑΚΤΗ ΤΕΧΝΙΚΗΝ ΗΛΗΞΟΩΣΙΩΝ  
ΚΑΙ ΤΗΝ ΣΥΝΕΡΓΑΣΙΑΝ ΕΙΣ ΘΕΜΑΤΑ ΕΥΡΗΜΙΚΗΣ  
ΑΞΦΑΛΕΙΑΣ

‘Η Ρυθμιστική Συρρικνώση’ Επεντροκή τῶν Ἡνωμένων Πολιτειῶν (καλούμενη ἑօ’ ἐξῆς USNRC) καί ἡ ‘Ελληνική Σειστροκή’ Ατομικῆς ‘Ενεργείας (καλούμενη ἑօ’ ἐξῆς ΕΕΔΕ), λαμβάνουσα ύπ’ ὅψιν τῆς ἐπειδημίαν διασεισμών συνεχῆ ἀντελλαγῆν πληροφοριῶν ἀναφερεμένων εἰς θέματα ρυθμιστικῶν κανονισμῶν καί συνεργασίαν ἐπειπόμενην προτύπων τῆς κατηγορίας τῶν ἐπειτομένων ἢ συνιστωμένων ὑπό τῶν ‘Οργανισμῶν τούτων, διαστήματαν ἀσφαλείας καί τῆς ἐπειδημίας εἰς τό περιβάλλον τῶν πυρηνικῶν ἔγκατταστάσεων, συμφωνοῦν εἰς τὴν ἀκρόλογον Σύμμαχον συνεργείας.

## I. ΓΥΩΝΟΣ ΤΗΣ ΣΥΓΓΑΣΣΕΩΣ

### I.1 Αυταλλαγή Τεχνικών Εληφόοσσεων

‘Η ΕΣΠΕΡΙΚΑ καί τή ΣΕΑΣ συμφωνούν τήν ἀνταλλαγήν τῶν ἀκολούθων κατηγοριῶν τεχνικῶν τηληποσορεῖται, πού ἔχουν εἰς τήν κατοχήν των καί ἔχουν τό δικαιώμα τῆς ἀνταλλαγῆς των, τῶν σχετικουμένων μέ τήν ρύθμισιν ἀσφαλείας καί τήν ἐπιβάσεις την εἰς τό περιεξόλακεν καθηρευμένων ἐγκαταστάσεων ευρηκούσης ἐνεργείας, καί τών καί μέ τήν ἑρευναν ἐπειδηποτέ την ἀσφαλείας καθηρευμένων τύπων επιστημονικῶν ἐγκαταστάσεων.

α. Έκδιέσεις έπειτα από την σχετική απόφαση με την τεχνική της παραγωγής και την παραγωγή της από την εποικοδομητική συνεργασία, συνταξεών που προέρχονται από τη διεύθυνση για την ανάπτυξη της οικονομίας στην Ελλάδα.

- β. Σημαντικών ένέργειας χορηγήσεως άδειῶν καί ἀτοξάσεις ἐπί τῆς ἀσφαλείας καί τοῦ περιβάλλοντος, ἐπηρεάζομεν τάς ἀνωτέρω ἐγκαταστάσεις.
- γ. Ἀρχαί καί προβλήματα χορηγήσεως άδειῶν τοποθεσίας.
- δ. Λεπτομερῆ περιγραφής ἑγγραφαίς ἐπί ρυθμιστικῶν διαδικασιῶν τῆς USNRC ἐπί ώρισμένων ἐγκαταστάσεων τῶν ΗΠΑ, καθοριζομένων ὑπό τῆς ΕΕΑΕ, ως παραμούσων ώρισμένων ἐγκαταστάσεων, αἱ ὅποιαι κατασκευάζονται ἢ προγραμματίζονται νά κατασκευασθοῦν εἰς τὴν Ἑλλάδαν καί ἀντιστούχων ἐγγράφων ἐπί τῶν ἀνωτέρω Ἑλληνικῶν ἐγκαταστάσεων.
- ε. Πληροφορίαι, εἰς τὸν τομέα τῆς ἐρεύνης ἀσφαλείας ἀντιδροστήρων, εύδικομενῶν εἰς τὴν κατοχήν ἐνός ἐκ τῶν συμβαλλομένων μερῶν ἢ τελοῖνσει εἰς τὴν διεύθεσίν των. Κάθε συμβαλλόμενον μέρος θά μετεβιβάζῃ εἰς τὸ ἄλλο ἐπείγοντας τληροφορίες, ἀναφερομένας εἰς ἀποτελέσματα ἐρεύνης, τὰ ὅποια ἀπευτοῦν ἐγκατερούν ἀντιμετώπισιν διεί τό συμφέρον τῆς ἀσφαλείας τοῦ κοινοῦ μετέ ἐνδείξεως τῶν σημαντικῶν ἐπιπτώσεων.
- σι. Ἐκθέσεις ἐπί τῆς λειτουργίας ἐμπειρίας, ὡς ἐκθέσεις ἐπί συμβατών, ἀτυχημάτων καί διακοπῶν λειτουργίας, καθώς ἐπίσης ταξινομήσεις τῶν ίστορικῶν δεδομένων ἐξιστεύσας ἐξαρτημάτων καί συστημάτων.
- ζ. Ρυθμιστικές διαδικασίες ἀποτάλεις, διασφαλίσεως καί ἐκτεμνήσεως ἐπιδράσεων ἐπί τοῦ περιβάλλοντος τῶν πυρηνικῶν ἐγκαταστάσεων τούτων.

θ. Ἐκαστον τῶν συμβαλλομένων μερῶν θάταξίλη ήδιαιτέραν προσπάθειαν νά γνωστούσει ἐγκαίρως εἰς τό ἔτερον μέλος σημαντικά γεγονότα, ὡς σοβαρά λειτουργικά συμβέντα καύ διακιπάς λειτουργίας ἀντιδραστήρων, κατότιν κυβερνητικῆς ἐντολῆς, τά ἔτοῖς τυγχάνευν ἀμέσου ἐνδιαφέροντος διέ τό ἔτερον μέρος.

ι. Προγράμματα ὑπολογιστῶν σχετικῶν μέ τὴν ἀνάλυσιν ἀσφαλεύας ἀντιδραστήρων.

ια. Ἐκαστον συνυπελλόμενον μέρος εἶναι πρόσθυμον νά ἀνταποκρίνεται εἰς εἰδικάς αὐτήσεις καύ νά συμβουλεύσῃ τό ἔτερον μέρος ἐπί συγκεκριμένων ἐρωτημάτων σχετικῶν μέ τὴν ἀσφαλείαν ἀντιδραστήρων.

#### I.2 'Ἀνταλλαγὴ Ρυθμιστικῶν Γοοτύπων'

'Ἀντύγραφα ρυθμιστικῶν προτύπων, αὐτούμενα τρές χρησιμοποίησιν ἢ προτευνόμενα πρές χρήσιν ὑπό τῶν Ρυθμιστικῶν 'Οργανισμῶν τῶν ἀντιστούγων χωρῶν, θάταξίλη διατίθενταις ἀπό ἐκαστον συνυπελλόμενον μέρος ἐν εύθέτῳ χρόνῳ.

#### I.3 *Συνεογασία ἐπί. Βιείτων 'Ἐοεύηντος καύ 'Αναπτύξεως ἀσφαλείας*

'Η ἐκτέλεσις κοινῶν προγραμμάτων καύ ἐογναῖεν ἐρεύητος καύ ὀνταπτύξεως ἀσφαλείας, ἢ ἐκεῖνων τῶν προγραμμάτων καύ ἐργαζοῦσιν διά τέ ὅποῖας ὁρίστηκες κατανέμονται μεταξύ τῶν δύο μερῶν, περιλαμβανούτων τὸν χοίτειν τῶν τελεφωνικῶν ἐγκαταστάσεων ἢ γαύ περιγράμματα ὑπελογιστῶν, ἐντηρούται εἰς ἐπότε τέ συνυπελλόμενα μέρος, θάταξίλη διεπαίξωνται κατά περίπτωσιν. Προσωρινή διάδεσις προσωπικοῦ ὅπό ἐν τῶν συμβαλλομένων τελεφωνικῶν τῶν ὑπηρεσίεν τοῦ διλλού μέρους, ἐπέστης θάταξίλη διεπαίξεται κατά τελεφωνικῶν.

#### I.4 Ἐκταύδευτος καὶ ἀναθέτεις

·Η ΟΥΚΡΑΝΙΚΗ ΕΠΙΧΕΙΡΗΣΗ ΤΗΣ ΕΕΑΕ ΚΑΘΕΙΓΟΥΡΝΑΤΑΣ ήδη έχει πραγματοποιήσει σημαντικές επενδύσεις στην Ελλάδα, με την απόφαση να δημιουργήσει έναν ολοκαίνουργιο ινδικτούριο στην Αθήνα.

Τά έξοδα μεριδῶν, χρηματίσεων καύ ταξιδίου τῶν μετεχόντων πάσαληγλων τῆς ΕΕΑΕ, οἵτινες αποβέλλονται στό τήν ΕΕΑΕ. Συμμετοχή θί δικαιούεται ἐντός τῶν περιεργασιῶν τῶν διαθεσίμων πόρων. Τά ἐπόμενα εἶναι χαρακτηριστικά τα περιπτώσεις κατηγοριῶν ἐκπειδεύσεως καύ ἐμπειρίας, πού θέτει δύνανται νά παρασχεθοῦν.

- α. Τούς έπιλεωρητάς της ΣΕΑΕ διά συνοδεύουν έπιλεωρηταί της USNRC κατά τας έπιλεκτές έπιλεωρησέως άντιδροστήρων ή όποιας κατασκευής άντιδροστήρων λαμβανομένων καί έκτεταμένων ένημερώσεων είς τας Η.Α., συμπεριλαμβανομένων καί έκτεταμένων ένημερώσεων είς τα περιφερειακά γραφεῖα έπιλεωρησέων της USNRC (προσλεπόμενων 1-2 πρόσωπων κατ' έτος έκαστης έπιλεκτέψεως διεργασίας 1-3 έβδομάδων).

β. Συμμετεχήν άπειληλων της ΣΕΑΕ είς τα σεμινάρια έκπτωσεων του προσωπικού της USNRC.

γ. Διεργεσις άπειληλων της ΣΕΑΕ διά περίοδου 1-2 έτην καθότι τό προσωπικόν της USNRC πρός κάλυψην ύπαρτην έργασίας άντος την καθηκόντων του προσωπικού αύτης καί άποκτησις έπιλεωρησέως (1-2 έπιλεκτές έκαστην εποχή).

I.5 Ἐπιτερότερος Συνέδοχη ἐπί διεύθυνσιν ἀκαδεμείας

Εντούτοις δέ τον οὐρανόν κατά τόν οὐρανόν τά έγγραφά καί εἰ λοιπάν  
πληθυσμούς, αἱ οὐρανοὶ περιέχονται ὑπό τῆς ΟΣΗΣΠ, περιπογε-  
ροντας εἰς τὸν ΣΚΟΤΟΝ ΤΗΣ ΣΥΜΒΑΣΙΩΣ, ἀντέρω, δέντρον ἐπειδοῦν  
διέστη τὴν κάλυψην τῶν ἐνοργάνων τῆς ΕΞΗΣ εἰς τεχνικὴν γνωμάτευσιν,  
τῷ συμβολαῖσσιν μέρῃ δέ συστηκόσιον ἐπί τῶν καλυτέρων μέρων

πρός έκπληξηςειν τοιστών . ἀναγκῶν. Ἡ USNRCός προσπα-  
θήση ἐντός τῶν περιορισμῶν τῶν διετελεσμένων μέσων καί  
νομοθετικῆς ἐξουσιοδοτήσεως. νό θορηθήση τήν ΕΕΑΕ νό ἀντι-  
μετωπίση τάς ἀνάγκας αύτάς. Ι.χ. ἐντός τῶν περιορισμῶν  
αύτῶν, ἡ USNRC θά προσπαθήση νό ἀνταποκριθῆ σέ αὐτήσεις,  
ὅποιαςαλλομένιας μέσω τοῦ ΔΟΑΕ, δι' ἀποστολάς τεχνικῆς  
βοηθείας ετήν 'Ελλάδα εέδυκαν ἐπί θεμάτων ἀσφαλείας τῆς  
USNRC.

### III. ΔΙΟΙΚΗΣΙΣ

III.1 Ἡ ἀνταλλαγή πληροφοριῶν κατά τήν Σύμβασιν ταύτην θέ γίνεται  
μέσω ἀλληλογραφίας, ἐκδίσεων καί ἀλλων ἐπιγράψιν, καθώς καί μέ  
ἐπισκέψεις καί συσκέψεις καθηρισμένιας ἐκ τῶν προτέρων κατά  
περιπτώσιν. Μέση συνέντησις θά πραγματεύεται κατ' ἔτος πέντε  
τέτοια χρονικά διαστήματα, πού θά συμσωπηθοῦν ἀμετέρεοεν,  
διά τήν ἀνασκόπησιν τῆς πρός ἀνταλλαγήν δραστηριότητος,  
τήν σύστασιν τροφοροικήσεων καί τήν συζήτησιν θεμάτων  
ἐντός τῶν πλαισίων τῆς ἀνταλλαγῆς. 'Ο χρόνος, τόπος καί  
ήμερησία διάταξις εύτιπη τῶν συσκέψεων θά συμρητηθοῦν ἐκ τῶν  
προτέρων. 'Επισκέψεις, πού λαμβάνονται χώρα βάσει τῆς Συμβάσεως,  
συμπεριλαμβανομένου καί τοῦ χρονοδιαγράμματός των, θά  
τυγχάνουν τῆς ἐκ τῶν προτέρων συγκεταθέσεως τῶν ὁμιληστῶν.

III.2 Ἐνας διεχειριστής θά ὀρύζεται ὑπό ἐκέστου τῶν συμβαλλο-  
μένων μεοῦν διέ τόν συντονισμόν τῆς συμμετοχῆς των εὺς τήν  
αὐτὸν διλού ἀνταλλαγῆς. Οι διεχειριστές θά είναι οι παραλίπτας  
ὅλων τῶν ἐγγονῶν, πού διποστέλλονται ἐκατέρωθεν βέτει τῆς  
ἀνταλλαγῆς, συμπεριλαμβανομένων ἀντιγράφων διηγείσεων τῆς ἀλληλα-  
γοατίας, ἐκτός στον συμφωνηθῆ διετορετιγά. 'Ἐντός τῶν ὅμων

τῆς ἀνταλλαγῆς, οἱ διαχειρισταί θέτονται στην πόλη μήποτε την  
ἀνταλλαγὴν τοῦ σωτηρίου τῆς ἀνταλλαγῆς, συμφερούσαν συμφωνίαν  
συμφωνίας διατάξονται καθοριζόμενόν τῶν ἐγκαταστάσεων τηρούσασθαι. ἐν-  
εργάζονται τούτη θέση ὑπόσχεται εἰς τὴν ἀνταλλαγῆν καὶ εἰδικῶς ἐγγρά-  
ψων καὶ προτύπων πρός ἀνταλλαγῆν.

\*Ἐνας δὲ περιεστότεροι τεχνικοί συντονισταί μπορεῖ να ὑπερβούν  
ώς ἀπ'εύθειας σύνδεσμοι γιατί εἴδουσθε θέματα. Οἱ τεχνικοί  
συντονισταί θέτονται ἐξασφαλίζουσι τὴν ληψὴν ἀντιγράφων τοῦ συνδόλου  
τοῦ ἀνταλλαγεούμενου ὑλικοῦ περιάλλοτέρων τῶν διαχειριστῶν.  
Αἱ λεπτομερεῖς απάται συνειδητήσεις σκοτεινῶν νάρας ἐξασφαλίζουν  
μεταξύ ἀλλαγῶν, τὴν ἐπέτευξιν καὶ διετήρησιν μεταξύ τοῦ σχετικῶς ὑσορ-  
ρόπου ἀνταλλαγῆς, τούτη θέτονται προστάτων τοῦ ἐκατέρωθεν ἀντί-  
στοιχοῦ διεργάζεται συνπληροφοριακόν ὑλικόν.

II.3 Οἱ διαχειρισταί θέτονται στην πόλη μήποτε την ἀντιγράφων τῶν  
ποοεργούμενων πρός ἀνταλλαγῆν ἐγγράφων. \*Σκαστον ἐγγράφον θέτονται  
συνδομεύταντος πόλης περιλήψεως μετροτέρας τῶν 250 λέξεων, ή ὅταν  
θέτει γράφονται τὸν σκοπόν καὶ τὸ πειρεχόμενόν του.

II.4 Ἡ παρούσα ιδιμοσιεύει θέτονται διέρκειαν πέντε ἑταῖροι  
διυπόταντος νάρας περάτωντος μέσονταν γραπτήν συμφωνίαν καὶ νάρα ληξίτη  
κατέπειν εἰδότοις τούτης ἐνενήκοντας θίμερῶν ἡπέρ ἐκατέρους τῶν συμβολ-  
λοιμένων μεωπῶν.

II.5 Ἡ ἑπαύοντας διαδικασίας οἰκειότητας ἀνταλλαγούμενης διαδικασία-  
μένης τηληφορείας μεταξύ τῶν συμβολλούμενῶν τετέλετας τῆς της  
παρούσας ιδιμοσιεύειν, θέτονται μέσον τοῦ εὐδέλευτοῦ λεπτομερούτος  
μέρους καὶ τὸ διαδικασίαν μεταξύ δέντες την ἀνταλλαγήν την παρούσαν  
τῶν τετελετῶν πληροφοριανήν θέτονται τοῦ εὐδέλευτοῦ λεπτομερούτος  
ἐπαύοντας.

**II.6' Αναγνωρίζειν έτιν ώρισμένει πληροφορίειν της κατηγορίας τῶν κελυπτούμενων ὑπό τῆς παρούσης Συμβάσεως δέν εἶναι διεξέσειν εντός τῶν ὑπηρεσιῶν αἱ ὁραῖαι ἀποτελοῦν τὰ συμβαλλόμενα μέρη τῆς παρούσης Συμβάσεως, ἀλλάς εἶναι διεθέσιμοι ἐπό μόνον τούτων τῶν αὐθερνήσεων τῶν συμβαλλομένων μερῶν, ἕκαστον μέρος ήσαν βοηθήση τοῦ ἀλλού κατά τὸ μέγιστον δυνατόν μέ τὴν διοργάνωσιν ἐτεσκέψεων καύ ακαδημαϊκοῖς εἰς τὴν ὑπεριολόγην αἴτιοις επαροχῆς ταληροφοριῶν εἰς τὰς ἀρμοδίας ὑπαρχεῖσας τῶν ἀντιστούχων αὐθερνήσεων. Τὰ ἀνωτέρα δέν ήσαν ἀποτελοῦνταν ὑποχρέωσιν μᾶλλων ὑπηρεσιῶν νά παράσχουν τελαύτας ταληροφορίας ἢ νά δεχθοῦν τελούτευς ἐπισκέπτας.**

**II.7 Ούδέν περιεχόμενον εἰς τὴν περιουσιαν σύμβασιν ήσαν ὑποχρεώση οὐκάτερον τῶν μερῶν νά προσῆι εἰς οἰενδόποτε ἐνέργειαν, ἢ ὅπερα ήσαν εἶναι ἀτυχείαστος μέ τούς νόμους, ανθονυσμούς καί διοικητικάς ὄδηγιας ἐκάστου μέρευς. Ούδέν περιποιεύσθαι ὑλικόν, ἐγκατεστέσεις ή ταληροφορίαν δι' ἐμπλουτισμόν οὐρευόν, ἐπεξεργασίας πυρηνικῶν ασυστάτων, παραγωγήν βαρέες ζητασίος ή κατεσκευῆς αευεύμενης περιέχοντος πλοιαρίων, ήσαν ἀντελλεγῆ κατά τῶν παροῦσαν σύμβασιν.**

**Εἰς περίπτωσιν ἀσυμφωνίας μεταξύ τῶν ὅρων τῆς παρούσης συμβάσεως ήσαν τῶν ἐν λόγῳ νόμων, ανενευρημάν καί διοικητικῶν ἐδημάν, τὰς μέρη τηματικῶν νά συναρτεῖσαν ποστοῦ πρεξοῦν εἰς οὐλανδήσκετε ἐνεργειαν.**

**II.8 Πληροφορίαν, ὀνταλλαγέσσεναν κατά τὴν παρεῖσαν σύμβασιν, ήσαν ὑπέκεινταν εἰς τὰς διετάξεις περὶ εὑρεσιτεγνωμῶν τεῦ παραστήσατος τῆς παρούσης Συμβάσεως, καὶ οὐρένον "Περάστηκα Σύνοδοντεχνιῶν".**

III.2 Όρισμαί (ώς ἐν ἄρεβῳ III χρησιμοποιοῦνται) [1]

- a. 'Ο ἔρος "πληροφορία" σημαίνει ταύτη ταχεία σχέσιν με την πληροφορίαν  
ἐνέργειαν στοιχεῖα κανονισμῶν, σύστασης, διασφαλίσεως,  
ἐπιστημονικά ή τεχνικά ως καί ταύτη ταχεία σχέσιν με την πληροφορίαν  
δευτερεύουσαν στοιχεῖα κανονισμῶν, σύστασης, διασφαλίσεως,  
σειράς από την προστασίαν της παροχής ή ανταλλαγής κατά<sup>την παρούσαν Σύμβασιν.</sup>
- b. 'Ο ἔρος "ἰδιοκτήτος πληροφορίας", σημαίνει την πληροφορίαν,  
την περιέχουσαν ἐμπορικούμενα μυστικά ή ἐμπορικά ή  
οικονομικά πληροφορίας, από την προνομιακά ή  
ἐμπιστευτικά.
- c. 'Ο δρός "λοιπανά ἐμπιστευτικά ή προνομιακά πληροφορία",  
σημαίνει πληροφορίας μηλατιάς ἐκτός "ἰδιοκτήτων πληροφοριῶν",  
από την προστατεύονται ἐκ της εἰς τό τούτον τούτον ἀποκαλύ-  
ψεως διά τῶν νόμων καί κανονισμῶν της χώρας, ητοι παρέχει  
της πληροφορίας καί από την προστατεύονται ἔχουσαν μεταβιβασθή καί  
ληφθῆ ἐμπιστευτικῶς.

III.3 Διεδυναμώσα Χαρακτηρισμού Τεχμηρωμένων 'Ιδιοκτήτων Πληροφοριῶν

Συμβούλιον μέρος, λαμβάνον τεχμηρωμένην 'ἰδιοκτήτον πληρο-  
φορίαν, συμφώνως πρέστη την παρούσαν Σύμβασιν, έτοι σέβεται την  
προνομιακήν θύμσιν ταύτης, μόνο τόν δύον έτοι ταύτης ιδιοκτή-  
τος πληροφορίας εἶναι ἐμφανῆς χαρακτηρισμένη διά τοῦ ἀκολούθου  
(η) οὐσιαστικῆς τασθμού) δεσμευτικῆς κειμένου.

"Τό διαγράψει τείχο τερπέχειν ἑδεσκτητον πληροφορίαν, παρεχομένην  
ἐμπιστευτικῆς κατόπιν Συμβεβεγμένης ίμεροι μηδεομηνίαν  
μεταξύ της Βιοηγικής Βιομητικής 'Επιτροπής την 'Βιωμένων  
Γελατειαν της 'Αμερικής καί της 'Ελληνικής 'Επιτροπής 'Απολυτῆς

<sup>1</sup>III and III.1 inadvertently omitted from Greek text. For English text, see p. 4448.

'Ενεργείες καί δέν έδει διαδοθή ἐκτός τῶν ἀργανυεμάν τούτων, τῶν συμβούλων εύταν, τῶν ἔργοις επιτῶν εύταν καί τῶν κατόχων ἀδειῶν καί τῶν ἐνδιαφερομένων 'Υπουργεών καί 'Υπηρεσιῶν τῆς Κυβερνήσεως τῶν 'Ηνωμένων Γολιτείων καί τῆς Κυβερνήσεως τῆς 'Ελλασίδος, ἃνευ προηγουμένης ἀγκρόσεως τοῦ (ἔνεμα τοῦ ὑποδιάλογος συμβούλου μέρους). 'Η σημεώσεις αὕτη θά χαρακτηρίζει οἰονδήποτε ἀντίγραφον τούτου ὀλοκλήρου ή μέρους, αὐτοῦ. Αὐτεσμέντεις εὗται ἕτερα περιεπεισθεῖταις αὐτομάτως ὅταν ἡ κληροδοτία αὕτη ἀποκαλυψθῇ ὑπό τοῦ κατόχου ἃνευ περιορισμοῦ'.

#### III.4 Διάδοσις Τεκμητωμένων 'Ιδιοκτήτων Γληγοροιδίων

α. 'Ιδιοκτήτοις πληροφορίαις, ληφθεῖσαι κατά τὴν εροῦσαν Σύμβασιν, διένενται νά διαδοθοῦν ἐλευθέρως ὑπό τοῦ λαμβάνοντος συμβούλου μέρους, ἃνευ προηγουμένης συναντησεως, ερός ἄτομα τοῦ λαμβάνοντος μέρους ή ἀπασχόλουμενα ὑπό τούτου καί πρός ἐνδιαφερόμενα 'Υπουργεῖα τῆς Κυβερνήσεως καί Κυβερνητικάς ὑπηρεσίας τῆς Χώρας τοῦ λαμβάνοντος μέρους.

β. 'Επειροσθέτεις, ὁ διέκτητοις πληροφορίαι διένανται νά δια-δεξιῶν ἃνευ προηγουμένης συγκετοδέξεως'.

(1) πρός τούς κυρίους ή διευτεοεμούτες ἐργαλήτες ή συμβούλους τοῦ λαμβάνοντος συμβούλου μέρους, τοῖς εὑρετικούμενοις ἐντός τῶν γειγαντειῶν ὁρίων τοῦ κατέτοις τοῦ λέρους τούτου, διά χρήσιν πάνον ἐντές τοῦ.

πλαισίων έργας της συμβάσεως των μέτοχων μέρος

δι'έργασεων σχετικούς τρόπους της προκείμενης δέμα

την ίδιοκτητών πληροφοριών καί

- (2) πρός τούς άργαντες, οι οποίους έχουν λάβει προέγκρισην  
η αδειαν ὑπό τοῦ λαμβάνοντος μέρους νά κατασκευάσσουν  
η λειτουργήσουν πυρηνικά έγκαταστάσεις περαιγμάτων  
η έκπλεταλλεύμεως, η νά χρησιμοποιήσουν πυρηνικά ὑλικά  
καί τηγάνια μάκτυνειοιλιανήν, ὑπό την προϋπόθεσην διτ τοιωταν  
ίδιοκτητοι πληροφορίαι χρησιμεύειοιντει μένον έντος  
τῶν πλαισίων τῶν δρων τῆς προεγκρίσεως η μέρειας, καί  
(3) πρός τούς έργολητας άργαντες, οι οποίους προσδιορίζονται  
ζουντει ανωτέρω ἐν III.4.B. (2), διά χρήσιν μένον εἰς  
έργασιαν έντος τῶν πλαισίων τῆς προεγκρίσεως η  
άδειας τῆς χορηγηθείσης εἰς τοιωτεις άργαντες,  
ὑπό την προϋπόθεσην διτ οιαδήποτε διέδοσις ίδιοκτητών  
πληροφοριών κατά τά ανωτέρω (1), (2) καί (3) θά γίνεται  
κατά περίτεταν καί εἰς τήν έπειτουμενην έκτασιν καί  
θά έπορρεη έκ σχετικής συμβινώας έπειτεντικότητες.

- γ. Διά προηγουμένης γραπτής συγκαταθίσεως τοῦ συμβαλλομένου  
μέρους, τοῦ παρέχοντος ίδιοκτητεις πληροφορίαις κατά τήν  
περούσαιν Σύμβασιν, τοι λαμβάνον μέθοδοιναντεινέ διαδόση  
τειαντας ίδιοκτητοις τηνηοδοσίας εύρυτερον τει. Όσον  
διασφετικής έπειτεται εἰς τάς προηγευμένως ίτεπεια-  
γράσιοις ε καί ε. Τοι συνειδαλόμενα μέτο θά συνεργασθεῖν  
ποές ανάπτυξιν ιιαδικασιών διτ' απέτησιν καί ληξιν έγγραφεως  
διετειτην εύρυτεταιν διαδίσσιν καί έκτασιν μέσος θά έπειτεται  
τοιεύτην έγκρισιν εἰς τήν έκτασιν τῶν έπειτεπεινων ίτο τῆς  
έδυσικης πειτεικής κανενυθεών καί νέμων αύτοῦ.

III.5 Διαδικαγμάτος Χαρακτηρισμού Αξεπάν 'Εμπορευτικών ή ΓεωνούλακωνΠληροφοριών Τεχνητωνικής Ήβδομας.

Συμβιαλλόμενον μέρος, λειτουργίαν κατά την παρούσαν σύμβασιν λειτάεις έμπορευτικάς ή προνομιακάς πληροφορίας, θά σέβεται την έμπορευτικήν των φύσιν, ύπό τὸν δῖον ὅτι τοιαῦται τηληροφορίαι εἶναι έμφαντις χαρακτηρισμέναις οὕτως πάστε νά έμφανται την έμπορευτικήν ή προνομιακήν των εύειν καί συνυδεμόνταις ύπερ ένδις κειμένου έμφαντοντος την ένδειξιν.

- α. ὅτις αὐτὸν πληρεφερίαι τροφοτατεύονται ἐκ δημοσίεις ἀποκελύψεις ύπό τῆς Κυβερνήσεως τοῦ μεταβιβάζοντος μέρους καί
- β. ὅτις αὐτὸν πληροφορίαι προετάλλονται ύπό τὸν δῖον, ὅτις θά περιμείνουν έμπορευτικά.

III.6 Διάδοσις Λοιπῶν 'Εμπορευτικῶν ή Προνομιακῶν ΗληροοριώνΤεχνητωνικής Ήβδομας

Λοιπαί έμπορευτικάς ή προνομιακάς πληροφορίαι δύνανται νά διαδεχθοῦν κατά τὸν δῖον τρόπον ὡς ἔκτισταις ἐν ταοαγράφω III.4 Διάδοσις Τεχνητωνικήν παραγόντων Ιδιοκτήτων Ηληροοροιών.

III.7 Η Τεχνητωνικήν παραγόντος ή λοιπαί έμπορευτικάς ήΠρονομιακάς Ηληροορίαις

Η η τεχνητωνικήν παραγόντος ή λοιπαί έμπορευτικάς ή προνομιακάς πληροφορίαις, παρεγένεται εἰς σεμνέστερα καί ἔλλεις συνυπντήσεις ὁρισμούμενας συνεδριώς τοῖς την παρούσαιν τοῦντος, ή τηληροφορίαις προκήπτευσαι διατάσσει τοῦντος ἔπειταν τοῦν πρεσβυτηκοῦ, χορίσεως τῶν ἐγκατεστάσεων ή τοῦν προγραμμάτων, ή εἰς χρήσιμα πολεμούν ύπό τῶν συνδιαλλογένων μερῶν συνεδριώς πορές ταῖς ἀρχαῖς τοῖς καθηρευτικέντας εἰς τὴν παρούσαιν Σύμβασιν διεῖ τεχνητωνικήν πληροφορίαις' ύπό τὸν χορον, πάντως ἔτι τό μέρος τοῦ ἀνακοινωνῶν

τοιαυτας ίδιωσητήτους ή λοιπός αμειστευτικάς ή προνομιακές εληφθορούσες, είδοποιες τόν όποιες τερές τούς χαρακτήρος τις ανακενευμένων πληροφοριών.

### III.8 Συσκέψεις

Έστιν δι'οίσενδητοτε λόγον, ἐν ἐκ των συμβαλλομένων μερῶν ἀντιληφθῆ ἔτι εἶναι, η λογικῶς πρόκειται να καταστῇ ἀνάκανον να ἔχει ληφθεῖ τάς τερές μή διαδίσσεως διατάξεις τῆς παρούσης Συμβάσεως, θεομηρώση ἀμέσως τό επερον μέρος. Τέσσερας μέρη της συσκεψίου ἐν συνεχείᾳ να καθορίζουν ἕνα κατάλληλον τρόπον διαδόσεως.

### III.9 Λοιπά

Ούδέν περιλαμβανόμενον ἐν τῇ παρούσῃ Συμβάσει δύναται να ἀποκλείεται ἐν μέρος ἀπό τοῦ να χρησιμοποιήσῃ ή διαδίσσῃ πληφθορούσας ληφθείσας ύπό τεμέτου μένει περιορισμοῦ, ἐκ τηγάνων ἐκτός τῆς παρούσης Συμβάσεως.

'Σύγενετο ἐν 'Αθήναις εἰς διπλοῦν, 'Αγγλικάν καί 'Ελληνιστή, ἀμεστέρων τῶν κειμένων διητῶν ἐξ ζεστού αύξεντικῶν, τῇ 18η 'Οκτωβρίου 1978

'Υπογραφή:

Κωνσταντίνος Κτόκας

Διεύ την

'Ελληνικήν 'Επιτροπήν 'Απομεμήσ 'Ενεργείας

'Υπογραφή:

P.T. Κέντρου

Διεύ την

Πυρηνικήν Πυρηνικήν  
'Επιτροπήν των 'Ενωμ. Ισλαμικών  
της 'Αγροτικής

**Παράρτημα Σύμβουτεχνικών της Συμβάσεως ΟΟΣΑΕ**

**1. Όρισμοί**

"Όταν χρησιμοποιούνται είς τό παρόν παράρτημα, έκτος έλλον τό περιεχόμενο ίκανον εκείνον διαφορετικόν:

- α. Ό δρος "προσωπικόν" σημαίνει (α) τούς ίκελληλους έκαστου τῶν συμβαλλομένων μερῶν της περιούσης Συμβάσεως καν (β) τούς ίκελληλους έργολήπτους έκαστου τῶν συμβαλλομένων μερῶν της παρούσας Συμβάσεως.
- β. Ό δρος "έφευρόνον μέρος", σημαίνει τό συμβαλλόμενον μέρος της περιούσης Συμβάσεως, τοῦ ὑποίουν τό προσωπικό έπραγματεπούσε ή συνέλαβε τὴν ἐφεύρεσιν ἢ ἀνακάλυψεν κατέ τὴν χρονικήν διάρκειαν ὕσχυσις ἢ κάτω ἀπό ἐνέργειες, πεύ καλύπτονται ἀπό τούς δρους της παρούσης Συμβάσεως.

**2. Εκδέσεις καύ Καταμερισμός ιικαιωμάτων**

- α. Έκτος τῶν έξαιρέσεων της παραγράφου 11 κατωτέον ἐλλον μέσα ἐφεύρεσιν ἢ ἀνακάλυψεν ἐπραγματοποιήθηκε ή συνελήθη ίπαρ τοῦ προσωπικοῦ τοῦ ἐφεύρετοντος οέδους κατά τὴν χρονικήν διάρκειαν ὕσχυσις ἢ κάτω ἀπό ἐνέργειες πού καλύπτονται ἀπό τούς δρους της περιούσης Συμβάσεως, ἢ ἐλλον τοιαύτη ἐφεύρεσις ἐπραγματευεΐθηκε ή συνελήθη ὡς ἀπ'εύδεινας ἀπόρροια εληφθορούσιν, τάς δόπούες ἀπέκτησε τό προσωπικό τοῦτο ἐκ τοῦ ἀλλού μέρους, τότε τό ἐοευρύτον μέρος
  - (α) συντανεῖ νά ἀνακοινώσῃ τοχέως τοιαύτην ἐπειδεσιν ἢ ἀνακάλυψεν είς τό ἀλλο μέρος,
  - (β) συντανεῖ νά μεταβιβάσῃ καύ ἐκχωρήσῃ είς τό ἀλλο μέρος, κάτισ δικαίωμα, τέτλεν, καύ σύνοντακέν διελος είς τοιαύτην

έσεύρεσεν ή ἀνακάλυψεν εὺς τὴν χώραν τοῦ ἄλλου μέρους, ὑπὲ τὴν προπόρθεπιν ὅτε δέν θάτερέψη τὴν παραγγήν, χρῆσιν ή πώλησιν αὐτῆς τῆς ἐφεύρεσεως ή ἀναγαλύψεως εὺς τρύτην χώραν χωρὶς τὴν ἔκδοσιν μεῖς μὴ ἀποκλειστικῆς, ἀμετακλήτων, ἐλευθέρας δικαιώματος χρήσεως ἀδείας καί (γ) μικρεῖν νάρ διατηρήσῃ τό τεθόλιον δικαίωμα, τύτλον καὶ οἰκονομικόν διηγείος εὺς τοιαύτην ἐφεύρεσιν ή ἀνακάλυψιν εὺς τὴν χώραν τοῦ ἐφεύρεσκοντος μέρους καί εὺς τρύτες χώρες, ὑπὸ τὴν προπόρθεπιν ὅτε θάτερός στό ἄλλο μέρος, κατέταινεν εὐτήσεως τοῦ ἄλλου μέρους μεῖς μὴ ἀποκλειστικῆς, ἀμετακλήτου, ἐλευθέρας δικαιώματος χρήσεως ἀδείας διατηρήσης παραγγήν, χρῆσιν καὶ πώλησιν τοιαύτης ἐφεύρεσεως ή ἀναγαλύψεως στὴν χώραν τοῦ εφεύρεσκοντος μέρους καὶ σέ μᾶλλον τρύτες χώρες.

- ε.ε. Εὺς κερύπτωσιν κατά τὴν ὁποίαν μάτια ἐφεύρεσις ή ἀνακάλυψις προγνωτούεται ή συλλαβήσινεται ὑπό τόν προσωπικοῦ τοῦ ἐφεύρεσκοντος μέρους κατά τὴν χρονικήν διάσοχειαν ὑσχύος ή κάτω ἀπὸ ἐνέργειες αἱ ὄπειαν ακλήτουνται ἀπό τούς δρούς τῆς περιπέτειας Συμβάσεως καὶ τοιαύτη ἐφεύρεσις ἐπραγνωτούετη η συνελήφθη ἐνώ τοιοῦτο προσωπικόν εἶχεν ἀποσπασθῆναι εὺς τό ἄλλο μέρος, τό ἐφεύρεσκον μέρος:
- (α) συμμοριεῖ νάρ ἀνακοινώητη ταχέως τοιαύτη ἐφεύρεσιν ή ἀνακάλυψιν εὺς τό ἔτερον μέρος.
  - (β) μεροεῖ νάρ διετηρήσῃ τό ἀποκλειστικόν δικαίωμα, τύτλο καὶ οἰκονομικό διελος εὺς τοιαύτην ἐφεύρεσιν ή ἀνακάλυψεν εὺς τὴν χώραν τοῦ ἐφεύρεσκοντος μέρους.
  - (γ) θάτερος ταξιχωρίζει εὺς τό ἔτερον μέρος κατέταινεν εὐτήσεως τοῦ ἔτερου μέρους ἀδείαν διατηρήσης παραγγήν, χρῆσιν καὶ πώλησιν τοιαύτης ἐφεύρεσεως ή ἀναγαλύψεως εὺς τὴν χώραν τοῦ ἐφεύρεσκοντος μέρους

ἡ ὁποία εἶδειε ήσα εἶναι μὴ ἀποκλειστική, ἀμετάκλητη, ἐλευθέρως  
δικαιαιώματος χρῆσεως, καὶ

- (δ) συμφωνεῖ νῦν μεταξειδίσῃ καὶ ἐκχωρήσῃ εἰς τό τε ἔτεον μέρος καὶ  
δικαιαιώματος, τέτλοντα καὶ σύνοντα ὅφελος εἰς τοιαύτην ἐξεύρεσιν  
ἡ ἀνακάλυψιν εἰς τὴν χώραν τοῦ ἑτέρου μέρους, καθὼς καὶ εἰς  
τρίτας χώρας ὑπέ τὴν προύτανθεσιν διτού δένθα ἐιτρέψῃ τὴν παραγγήν,  
χρῆσιν .· οὐκέπει τοιαύτης ἐφευρέσεως ἡ ἀνακαλύψεως εἰς τοιαύτην  
ἀλλην χώραν ἡ εἰς τρίτας χώρας, χωρίς τὴν ἕκδοσιν μάτις μὴ ἀποκλει-  
στεκῆς, ἀμετακλήτου, ἐλευθέρες δικαιαιώματος. χρῆσεως ἀδείας.

ταῦτα. Ὄπως χρησιμοποιεῖται εἰς τέλον πάροδον Σύμβασιν, ἡ ἔκδοσις ἀδείας  
εἰς ἓντα τῶν συμβαλλομένων μερῶν, νέα περάγη, χρησιμοποιεῖται καὶ  
παλαιὸν μέσαν ἐφεύρεσιν ἡ ἀνακάλυψιν θάσον συμπεριλαμβάνοντος τό δικαιαιώματος  
ἀναθέτη σε αἱλλούς τὴν παραγγήν, χρῆσιν καὶ πώλησιν τοιαύτης ἐφευρέσεως  
ἡ ἀνακαλύψεως διατολή λογαριασμὸν τοιούτου κατέχοντος ἀδείαν συμβαλλομένου  
μέσου.

### 3. Διεκδιγμήσεις ἐν Ἀποζημίωσιν

Ἐκαστον τῶν συμβαλλομένων μερῶν συμφωνεῖ νά παρατηθῆται τοῦ δικαιαιώματος,  
καὶ διατολή τῆς παρούσης παρατείται ἀπό καὶ διεκδίκησιν παραγγέλματος τοῦ ἑτέρου  
συμβαλλομένου μέσους θάσον διατολής παραγγέλματος, δικαιαιώματος χρῆσεως ἡ ἀμοιβήν  
ὅσον ἀποδεῖται οἰνοδήποτε ἐδεύρεσιν ἡ ἀνακάλυψιν, αντησιν εύρεσιτεχνίας ἡ  
εύρεσιτεχνίαν παραγγετοποιηθεῖσαν ἡ συλλογής παραγγέλματος κατέ τὴν χρειακήν διάστασιν  
ἰσχύος ἡ φέτει τῆς ιαδεούσας διαφάνειας καὶ συμφωνεῖ νά ἀπολλάξῃ καὶ  
διατολή παρούσας ἀπολλάξει τό ἑτερον συμβαλλομένου μέσους ἐν σχέσει τούτου  
οἰνοδήποτε καὶ ἀπότει τέσσας τοιαύτης διεκδικήσεις συμπεριλαμβάνουσαν  
οἰνοδήποτε ἐισεκδικήσειν κατέ τάς διατάξεις τοῦ νόμου 1954 τῆς Ἀτομικῆς  
Ἐνεργείας τῶν Ἐνιαυμένων Κολυτευόν, μές ἐτροποποιήσῃ.

/ccs

## GREECE

### **Atomic Energy: Technical Information Exchange and Cooperation in Nuclear Safety Matters**

*Arrangement signed at Athens and Washington October 17 and  
December 16, 1983 and February 24, 1984;  
Entered into force February 24, 1984;  
Effective October 17, 1983.*

ARRANGEMENT  
BETWEEN  
THE UNITED STATES NUCLEAR REGULATORY COMMISSION  
(U.S.N.R.C.)  
AND  
THE GREEK ATOMIC ENERGY COMMISSION  
(G.A.E.C.)  
FOR THE EXCHANGE OF TECHNICAL INFORMATION  
AND  
COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Greek Atomic Energy Commission (hereinafter called the G.A.E.C.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety, safeguards, and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the Exchange of Technical Information and Cooperation in Nuclear Safety Matters, originally signed in Athens on October 18, 1978,[<sup>1</sup>] such Arrangement including provision for its extension as mutually agreed upon by the parties;

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement;

Have agreed as follows:

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<sup>1</sup>TIAS 10949 supra.

I. SCOPE OF THE ARRANGEMENTI.1 Technical Information Exchange

To the extent that the U.S.N.R.C. and the G.A.E.C. are permitted to do so under the laws, regulations, and policy directives of their respective countries, the parties agree to continue the exchange of the following types of technical information relating to the regulation of safety, safeguards, and environmental impact of designated nuclear facilities:

- a. Topical reports concerning safety, safeguards, and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.
- b. Documents relating to significant licensing actions and safety, safeguards, and environmental decisions affecting nuclear facilities.
- c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the G.A.E.C. as similar to certain facilities being built or planned in Greece and equivalent documents on such Greek facilities.
- d. Information in the field of reactor safety research which the parties have the right to disclose, either in the possession of one of the parties or available to it. Each party will transmit to the other urgent information concerning research results

that require early attention in the interest of public safety, along with an indication of significant implications.

- e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.
- f. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of nuclear facilities.
- g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.
- h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.
- i. Computer programs relating to reactor safety analysis.
- j. Each party will be prepared upon specific request to advise the other on specific questions related to reactor safety.

#### I.2 Cooperation in Safety Research

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the two parties including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis and be the subject of a separate agreement implemented by the appropriate research organizations of the parties.

Temporary assignments of personnel by one party in the other party's agency will be considered on a case-by-case basis.

**I.3 Training and Assignments**

The U.S.N.R.C. will assist the G.A.E.C. in providing certain training and experience for G.A.E.C. safety personnel. Costs of salary, allowances and travel of G.A.E.C. participants will be paid by G.A.E.C. Participation will be permitted within the limitation of available resources. The following are typical of the categories of such training and experience that may be provided:

- a. G.A.E.C. inspector accompaniment of U.S.N.R.C. inspectors on reactor and reactor construction inspection visits in the U.S., including extended briefings at U.S.N.R.C. regional inspection offices.
- b. Participation by G.A.E.C. employees in U.S.N.R.C. staff training courses.

**I.4 Additional Safety Advice**

To the extent that the documents and other information provided by the U.S.N.R.C. as described in SCOPE OF THE ARRANGEMENT, above, are not adequate to meet G.A.E.C. needs for technical advice, the parties will consult on the best means for fulfilling such needs. The U.S.N.R.C. will attempt, within the limitations of appropriated resources and legislative authority, to assist the G.A.E.C. in meeting its needs.

For example, within these limitations, the USNRC will attempt to meet requests that come through the IAEA for technical assistance missions to Greece by U.S.N.R.C. safety experts.

II. ADMINISTRATION

- a. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange and cooperation under this Arrangement, to recommend revisions, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the two administrators appointed by the parties.
  
- b. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or

more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.

- c. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.
- d. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.
- e. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government

concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

- f. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its existing laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.
- g. Information exchanged under this Arrangement shall be subject to the patent provisions in the Patent Addendum of this document.

### III. EXCHANGE AND USE OF INFORMATION

- a. The term "information," as used in Article III, means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.
- b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

- c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.
- d. In general, information received by each party to this Arrangement may be disseminated freely without further permission of the other party.
- e. Proprietary and other confidential or privileged information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.
- f. In addition, proprietary and other confidential or privileged information may be disseminated without prior consent
  - (1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party to work relating to the subject matter of the proprietary or other confidential or privileged information;

- (2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary or other confidential or privileged information is used only within the terms of the permit or license; and
- (3) to contractors of organizations identified in (2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary or other confidential or privileged information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

- g. With the prior written consent of the party furnishing proprietary or other confidential or privileged information under this Arrangement, the receiving party may disseminate such proprietary or other confidential or privileged information more widely than otherwise permitted. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.
- h. A party receiving under this Arrangement proprietary or other confidential or privileged information shall respect its proprietary

or confidential nature. Proprietary or other confidential or privileged information must be clearly marked so as to indicate its confidential or privileged nature. Confidential or privileged information must, in addition, be accompanied by a statement indicating that the information is protected from public disclosure by the Government of the transmitting party, and that the information is submitted under the condition that it be maintained in confidence.

- i. If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.
- j. Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

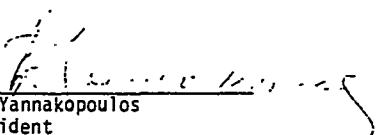
IV. DURATION

- a. This renewed information exchange shall enter into force upon signature and, subject to paragraph IV.b. of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

- b. Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

Done at Athens in English and at Athens and Washington, DC in Greek, both language versions being equally authentic.

FOR THE GREEK ATOMIC ENERGY  
COMMISSION

  
Th. Yannakopoulos  
President

Date: October 17, 1983

FOR THE UNITED STATES NUCLEAR  
REGULATORY COMMISSION

  
Nunzio J. Galli  
Chairman

Date: October 17, 1983

PATENT ADDENDUM TO THE U.S.N.R.C. - G.A.E.C. ARRANGEMENT  
FOR THE EXCHANGE OF TECHNICAL INFORMATION AND  
COOPERATION IN NUCLEAR SAFETY MATTERS

1. Definitions

When used in this Article unless the context otherwise indicates

- i. The term "personnel" means: (a) the employees of a party to this Arrangement and (b) the employees of a contractor of a party to this Arrangement.
- ii. The term "inventing party" means the party of this Arrangement whose personnel have made or conceived an invention or discovery during the course of or under the activities covered by the terms of this Arrangement.

2. Reporting and Allocation of Rights

- i. Except as otherwise provided in paragraph 2.ii. hereinafter, if an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement, or if such invention was made or conceived as a direct result of information acquired by such personnel from the other party, then the inventing party:
  - (a) agrees to promptly disclose such invention or discovery to the other party;
  - (b) agrees to transfer and assign to the other party, all right, title and interest in and to such invention or discovery in the

- country of the other party subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such other country; and
- (c) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party and in third countries but shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such country of the inventing party and in such third countries.
- ii. In the event an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement and such invention was made or conceived while such personnel were assigned to the other party, the inventing party:
- (a) agrees to promptly disclose such invention or discovery to the other party;
- (b) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party;
- (c) shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in the country of the inventing party; and
- (d) agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in

the country of the other party and in third countries subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country and in such third countries.

iii. As employed in this Arrangement, a license to a party to make, use, and sell an invention or discovery shall include the right to have others make, use, and sell such invention or discovery on behalf of such licensed party.

### 3. Claims for Compensation

Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty or award as regards any invention, discovery, patent application or patent made or conceived in the course of or under this Arrangement, and agrees to release, and does hereby release, the other party with respect to any and all such claims, including any claims under the provisions of the United States Atomic Energy Act of 1954, as amended.<sup>[1]</sup>

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<sup>1</sup> 68 Stat. 919; 42 U.S.C. §2011 *et seq.*

## ΣΥΜΒΑΣΗ

## ΜΕΤΑΞΥ

ΤΗΣ ΠΥΡΗΝΙΚΗΣ ΡΥΘΜΙΣΤΙΚΗΣ ΕΠΙΤΡΟΠΗΣ ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ (U.S.N.R.C.)

ΚΑΙ

ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΕΠΙΤΡΟΠΗΣ ΑΤΟΜΙΚΗΣ ΕΝΕΡΓΕΙΑΣ (Ε.Ε.Α.Ε.)

ΓΙΑ ΤΗΝ ΑΝΤΑΛΛΑΓΗ ΠΛΗΡΟΦΟΡΙΩΝ ΣΕ ΤΕΧΝΙΚΑ ΘΕΜΑΤΑ

ΚΑΙ

ΤΗ ΣΥΝΕΡΓΑΣΙΑ ΣΕ ΘΕΜΑΤΑ ΠΥΡΗΝΙΚΗΣ ΑΣΦΑΛΕΙΑΣ

Η Πυρηνική Ρυθμιστική Επιτροπή των Ηνωμένων Πολιτειών (που θα καλείται U.S.N.R.C.) και η Ελληνική Επιτροπή Ατομικής Ενέργειας (που θα καλείται Ε.Ε.Α.Ε.),

Έχοντας αμοιβαίο ενδιαφέρον για μία συνεχιζόμενη ανταλλαγή πληροφοριών που αναφέρονται σε ρυθμιστικά θέματα και σε πρότυπα που απαιτούνται ή συνιστώνται από τους Οργανισμούς τους για τη ρύθμιση της ασφάλειας, της διασφάλισης και των επιπτώσεων στο περιβάλλον από πυρηνικές εγκαταστάσεις,

Έχοντας συνεργαστεί παρόμοια στά πλαίσια μιάς πενταετούς Σύμβασης για την Ανταλλαγή Πληροφοριών σε Τεχνικά Θέματα και τη Συνεργασία σε θέματα Πυρηνικής Ασφάλειας, που ιτιογράφηγε αρχικά την Αθήνα στις 18 Οκτωβρη 1978, και που περιλάμβανε την πρόθλεψη για την επέκταση της διόπιστης συμφωνίας αμοιβαία από τα δύο μέρη,

Έχοντας δείξει την αμοιβαία τους επιθυμία να συνεχίσουν τη συνεργασία που καθερώθηκε με την παραπάνω Σύμβαση,

Συμφώνησαν τα παρακάτω:

**I. ΣΚΟΠΟΣ ΤΗΣ ΣΥΜΒΑΣΗΣ**

**I.1 Ανταλλαγή πληροφοριών σε τεχνικά θέματα**

Τα δύο μέρη συμφωνούν να συνεχίσουν την ανταλλαγή πληροφοριών στις ακόλουθες κατηγορίες τεχνικών θεμάτων που σχετίζονται με τη ρύθμιση της ασφάλειας, της διασφάλισης και των επιπτώσεων στο περιβάλλον

καθορισμένων τύπων πυρηνικών εγκαταστάσεων, στο βαθμό που επιτρέπουν οι νόμοι, οι κανονισμοί και οι κατευθύνσεις πολιτικής των αντιστοίχων χωρών:

- α. Εκθέσεις που αναφέρονται σε θέματα ασφάλειας, διασφάλισης, και επιπτώσεων στο περιβάλλον, που έχουν συνταχθεί από ή για λογαριασμό ενός από τα δύο μέρη σαν βάση ή για την υποστήριξη ρυθμιστικών αποφάσεων και πολιτικής.
- β. Έγγραφα που σχετίζονται με σημαντικές ενέργειες για τη χορήγηση άδειας και αποφάσεις για τη θέματα ασφάλειας, διασφάλισης και περιβάλλοντος, που επηρεάζουν τις πυρηνικές εγκαταστάσεις.
- γ. Λεπτομερή έγγραφα που περιγράφουν τις διαδικασίες της U.S.N.R.C. για την έκδοση άδειών και τη ρύθμιση ορισμένων εγκαταστάσεων των Η.Π.Α. που καθορίζονται από την E.E.A.E. σαν παρόμοιων με ορισμένες εγκαταστάσεις που κατασκευάζονται ή προγραμματίζονται να κατασκευαστούν στην Ελλάδα και αντίστοιχα έγγραφα για τις παραπάνω Ελληνικές εγκαταστάσεις.
- δ. Πληροφορίες στον τομέα έρευνα ασφάλειας αντιδραστήρων, που τα δύο μέρη έχουν δικαίωμα να γνωστοποιούν, είτε στην κατοχή ή στη διάθεση ενός από τα δύο μέρη. Κάθε συμβαλλόμενο μέρος έχει μεταβιβάζει στο άλλο επείγουσες πληροφορίες, που αναφέρονται σε ερευνητικά αποτελέσματα, που απαιτούν έγκαιρη προσοχή για τη δημόσια ασφάλεια, μαζί με ενδείξεις σημαντικών επιπτώσεων.
- ε. Εκθέσεις σε θέματα λειτουργικής εμπειρίας, όπως εκθέσεις για πυρηνικά συμβάντα, ατυχήματα και κρατήσεις, και ταξινομήσεις ιστορικών δεδομένων αξιοπιστίας εξαρτημάτων και συστημάτων.
- στ. Ρυθμιστικές διαδικασίες για την ασφάλεια, διασφάλιση και εκτίμηση των επιπτώσεων στο περιβάλλον των πυρηνικών εγκαταστάσεων.
- ζ. Έγκαιρη ενημέρωση για σημαντικά γεγονότα, όπως αισθαρά λειτουργικά συμβάντα και διακοπές λειτουργίας αντιδραστήρων μετά από κυβερνητική εντολή, που ενδιαφέρουν άμεσα τα δύο μέρη.

- η. Αντίγραφα ρυθμιστικών προτύπων των οποίων η χρήση είναι υποχρεωτική ή που προτείνονται να χρησιμοποιηθούν από τους ρυθμιστικούς οργανισμούς των δύο μερών.
- θ. Προγράμματα μπολογιστών σχετικών με την ανάλυση ασφάλειας αντιδραστήρων.
- ι. Κάθε συμβαλλόμενο μέρος θα πρέπει να ανταποκρίνεται σε ειδικά αιτήματα και να συμβουλεύει το άλλο μέρος για συγκεκριμένα θέματα σχετικά με την ασφάλεια αντιδραστήρων.

#### **1.2. Συνεργασία σε ερευνητικά θέματα ασφάλειας**

Η εκτέλεση κοινών προγραμμάτων και έργων σε ερευνητικά και αναπτυξιακά θέματα ασφάλειας ή εκείνα τα προγράμματα και έργα για τα οποία οι δραστηριότητες μοιράζονται μεταξύ των δύο μερών, και που περιλαμβάνουν τη χρήση πειραματικών εγκαταστάσεων και/ή προγραμμάτων υπολογιστή, που ανήκουν σε ένα από τα δύο μέρη, θα εγκρίνονται κατά περίπτωση και θα αποτελούν αντικείμενο χωριστής σύμβασης, που θα πραγματοποιείται από τους αρμόδιους ερευνητικούς οργανισμούς των δύο μερών. Θα εξετάζεται επίσης κατά περίπτωση και η ποσοστινή διάθεση προσωπικού του ενός συμβαλλόμενου μέρους στην υπηρεσία του άλλου.

#### **1.3 Εκπαίδευση και αναθέσεις**

Η U.S.N.R.C. θα βοηθά την E.E.A.E. με την παροχή ορισμένης εκπαίδευσης και εμπειρίας για το προσωπικό ασφάλειας της E.E.A.E. Τα έξοδα για μισθούς, επιδόματα και ταξίδια των υπαλλήλων της E.E.A.E. θα καταβάλλονται από την E.E.A.E. Η συμμετοχή θα επιτρέπεται στα πλαίσια των περιορισμών των διαθέσιμων πόρων. Τα ακόλουθα είναι χαρακτηριστικές περιπτώσεις εκπαίδευσης και εμπειρίας, που θα μπορεί να περέχεται:

- a. Επιθεωρητής της Ε.Ε.Α.Ε. συνοδός επιθεωρητών της U.S.N.R.C. σε επιθεωρήσεις αντιδραστήρων και κατασκευής αντιδραστήρων στις Η.Π.Α., συμπεριλαμβανομένων και εκτεταμένων ενημερώσεων στα περιφερειακά γραφεία επιθεώρησης της U.S.N.R.C.
- β. Συμμετοχή υπαλλήλων της Ε.Ε.Α.Ε. σε σεμινάρια εκπαίδευσης του προσωπικού της U.S.N.R.C.

#### 1.4 Πρόσθετη συμβολή σε θέματα ασφάλειας

Στο βαθμό που τα έγγραφα και οι λοιπές πληροφορίες, οι οποίες παρέχονται σπό την U.S.N.R.C., δύνανται παραπάνω στο κεφάλαιο ΣΚΟΠΟΣ ΤΗΣ ΣΥΜΒΑΣΗΣ, δεν επαρκούν για την κάλυψη των αναγκών της Ε.Ε.Α.Ε. σε τεχνικές γνωματεύσεις, τα δύο μέρη θα συσκεφθούν για τον προσδιορισμό των καλύτερων μέσων για την εκπλήρωση τέτοιων αναγκών. Η U.S.N.R.C. θα προσπαθήσει, στα πλαίσια των περιορισμών των διατιθέμενων πόρων και νομοθετικής εξουσιοδότησης, να βοηθήσει την Ε.Ε.Α.Ε. να αντιμετωπίσει τις ανάγκες αυτές. Για παράδειγμα, στα πλαίσια των περιορισμών αυτών, η U.S.N.R.C. θα προσπαθήσει να ανταποκριθεί σε αιτήματα, που υποβάλλονται μέσω του ΔΟΑΕ, για αποστολές τεχνικής βοήθειας στην Ελλάδα ειδικών σε θέματα ασφάλειας της U.S.N.R.C.

#### II. ΔΙΟΙΚΗΣΗ

- a. Η ανταλλαγή πληροφοριών κατά την παρούσα Σύμβαση θα γίνεται με αλληλογραφία, εκθέσεις και άλλα έγγραφα καθώς και με επισκέψεις και συσκέψεις, που θα καθορίζονται από πριν κατά περίπτωση. Μία σύσκεψη θα πραγματοποιείται κάθε χρόνο, ή σε τέτοια χρονικά διαστήματα που θα συμφωνηθούν αμοιβαία, για την ανασκόπηση της ανταλλαγής πληροφοριών και συνεργασίας που προβλέπει η Σύμβαση, την εισήγηση τυχόν αναθεωρήσεων και τη συζήτηση θεμάτων που εμπλέκουν στους σκοπούς της συνεργασίας. Ο χρόνος, ο τόπος και η ημερήσια διάταξη των συσκέψεων αυτών θα συμφωνείται από πριν.

Επισκέψεις που γίνονται στα πλαίσια της Σύμβασης, συμπεριλαμβανομένου και του χρόνοιαγράμματός τους, θα έχουν από πρίν τη συγκατάθεση των δύο διαχειριστών, που ορίζονται από τα δύο μέρη.

- β. Ένας διαχειριστής θα ορίζεται από κάθε μέρος για το συντονισμό της συμμετοχής του μέρους στη συνολική ανταλλαγή. Οι διαχειριστές θα παραλαμβάνουν όλα τα έγγραφα, που στέλλονται στα πλαίσια της ανταλλαγής, συμπεριλαμβανομένων αντιγράφων όλης της αλληλογραφίας, εκτός αν συμφωνηθεί διαφορετικά. Στα πλαίσια των όρων της ανταλλαγής, οι διαχειριστές θα είναι υπεύθυνοι για την ανάπτυξη των σκοπών της ανταλλαγής, συμπεριλαμβανομένης της συμφωνίας για τον καθορισμό των εγκαταστάσεων πυρηνικής ενέργειας που θα υπόκεινται στην ανταλλαγή, και συγκεκριμένων εγγράφων και προτύπων προς ανταλλαγή. Ένας ή περισσότεροι τεχνικοί συντονιστές μπορεί να οριστούν σαν απευθείας σύνδεσμοι για ειδικούς τομείς. Οι τεχνικοί συντονιστές θα εξασφαλίζουν τη λήψη αντιγράφων όλου του ανταλλασσόμενου υλικού και στους δύο διαχειριστές. Οι λεπτομερειακές αυτές διευθετήσεις έχουν σκοπό να εξασφαλίσουν, μεταξύ άλλων, την επίτευξη και διατήρηση μιας σχετικά ισόρροπης ανταλλαγής, που θα κάνει προσιτό το αντίστοιχο διαθέσιμο πληροφορικό υλικό.
- γ. Οι διαχειριστές θα προσδιορίζουν τον αριθμό αντιγράφων των εγγράφων που ανταλλάσσονται. Κάθε έγγραφο θα συνοδεύεται από περίληψη στα Αγγλικά μέχρι 250 λέξεων, που θα περιγράφει το σκοπό και το περιεχόμενό του.
- δ. Η εφαρμογή ή χρήση οποιασδήποτε πληροφορίας που ανταλλάσσεται ή διαβιβάζεται μεταξύ των δύο μερών στα πλαίσια της Σύμβασης, θα γίνεται με την ευθύνη του αποδέκτη, και ο αποστολέας δεν εγγυάται την καταλληλότητα των πληροφοριών για οποιαδήποτε ειδική χρήση ή εφαρμογή.
- ε. Αναγνωρίζοντας ότι οιρισμένες πληροφορίες της κατηγορίας που καλύπτει η παρούσα Σύμβαση δεν είναι διαθέσιμες στις υπηρεσίες που αποτελούνται τα συμβαλλόμενα μέρη της Σύμβασης, αλλά είναι διαθέσιμες από

άλλες υπηρεσίες των κυβερνήσεων των δύο μερών, κόθε μέρος θα βιοθά το άλλο στο μέγιστο δυνατό βαθμό με τη διοργάνωση επισκέψεων και την κατεύθυνση των αιτημάτων, που αφορούν τέτοιες πληρωφορίες στις αρμόδιες υπηρεσίες της αντίστοιχης κυβέρνησης. Τα παραπάνω δεν θα αποτελούν υποχρέωση όλων υπηρεσιών να παρέχουν τέτοιες πληρωφορίες ή να δέχονται τέτοιους επισκέπτες.

- στ. Οποιοδήποτε από τα περιεχόμενα στην παρούσα Σύμβαση δεν θα υποχρέωνει εκάτερο των μερών να προβεί σε οποιαδήποτε ενέργεια, που θα ήταν ασυμβέβαστη με τους υπάρχοντες νόμους, κανονισμούς και κατευθύνσεις πολιτικής. Στα πλαίσια της Σύμβασης δεν ανταλλάσσονται πληρωφορίες που αφορούν "ευαίσθητες" τεχνολογίες για τη διασπορά πυρηνικών όπλων. Σε περίπτωση διαφοράς μεταξύ των δύον της παρούσας Σύμβασης και των παραπάνω σχετικών νόμων, κανονισμών και κατευθύνσεων πολιτικής τα δύο μέρη συμφωνούν να συσκεφθούν πριν προβούν σε οποιαδήποτε ενέργεια.
- ζ. Πληρωφορίες που ανταλλάσσονται στα πλαίσια της Σύμβασης θα υποκεινται στις δεσμάτες περί ευρεστεχνών που διατυπώνονται στο Παράρτημα Ευρεστεχνών του παρόντος εγγράφου.

### III. ΑΝΤΑΛΛΑΓΗ ΚΑΙ ΧΡΗΣΗ ΠΛΗΡΟΦΟΡΙΩΝ

- α. Ο όρος "πληρωφορίες", δημιουργούεται στο Άρθρο III, μεταξύ των στοιχείων κανονισμών, ασφάλειας, διεσφάλισης, επιστημονικά ή τεχνικά στοιχεία, αποτελέσματα ή μεθόδους έρευνας και ανάπτυξης, και όποια δήποτε άλλη γνώση που προορίζεται προς παροχή ή ανταλλαγή στα πλαίσια της Σύμβασης και που έχουν σχέση με την πυρηνική ενέργεια.
- β. Ο όρος "ιδιόκτητες πληρωφορίες" σημαίνει πληρωφορίες που περιέχουν εμπορικά μυστικά ή εμπορικές ή αέκοντικές πληρωφορίες, που είναι προνομιακές ή εμπιστευτικές.
- γ. Ο όρος "λοιπές εμπιστευτικές ή προνομιακές πληρωφορίες" σημαίνει πληρωφορίες, εκτός των "ιδιόκτητων πληρωφοριών", που προστατεύονται ως προς την αποκάλυψή τους στο κοινό, από τους νόμους και κανονισμούς της χώρας, που παρέχει τις πληρωφορίες και που έχουν μεταβληθεί και ληφθεί εμπιστευτικά.

- δ. Γενικά, οι πληροφορίες που λαμβάνονται από κάθε συμβαλλόμενο μέρος με βάση τη Σύμβαση αυτή, μπορούν να διαδοθούν ελεύθερα χωρίς πρόσθετη άδεια του άλλου μέρους.
- ε. Οι ιδιόκτητες και οι άλλες εμπιστευτικές ή προνομιακές πληροφορίες, που λαμβάνονται με την παρούσα Σύμβαση μπορεί να διαδίδονται ελεύθερα από το μέρος, που τις λαμβάνει, χωρίς προηγούμενη συναίνεση, σε άτομα του ή απασχολούμενα από το συμβαλλόμενο μέρος, και στις ενδιαφερόμενες κρατικές υπηρεσίες και οργανισμούς της χώρας του παραλήπτη.
- στ. Πρόσθετα, ιδιόκτητες και λοιπές εμπιστευτικές ή προνομιακές πληροφορίες μπορεί να διαδοθούν χωρίς προηγούμενη συγκατάθεση:
- (1) σε κύριους ή δευτερεύοντες εργολήπτες ή συμβούλους του παραλήπτη, που βρίσκονται μέσα στα γεωγραφικά όρια του κράτους τους, για χρήση μόνο μέσα στα πλαίσια εργασίας της σύμβασής τους με τον παραλήπτη για εργασία που σχετίζεται με το αντικείμενο των ιδιόκτητων ή άλλων εμπιστευτικών ή προνομιακών πληροφοριών,
  - (2) σε οργανισμούς, που έχουν πάρει προέγκριση ή άδεια από τον παραλήπτη να κατασχούν ή να ειτουργήσουν πυρηνικές εγκαταστάσεις παραγωγής ή εκμετάλλευσης, ή να χρησιμοποιήσουν πυρηνικά υλικά και πηγές ακτινοβολιών, με την προϋπόθεση, ότι οι ιδιόκτητες ή λοιπές εμπιστευτικές ή προνομιακές πληροφορίες αυτές χρησιμοποιούνται μόνο μέσα στα πλαίσια των όρων της προέγκρισης ή άδειας, και
  - (3) σε εργολήπτες ή οργανισμούς, που προσδιορίζονται στο (2) παραπάνω, για χρήση μόνο σε εργασία μέσα στα πλαίσια της προέγκρισης ή άδειας, που έχει χορηγηθεί σε τέτοιους οργανισμούς, με την προϋπόθεση, ότι οποιαδήποτε διάδοση, ιδιόκτητων ή λοιπών εμπιστευτικών ή προνομιακών πληροφοριών στα παραπάνω (1), (2) και (3) θα γίνεται κατά περίπτωση και στην αναγκαία έκταση, και θα απορρέει από μία συμφωνία εμπιστευτικότητας.

- ζ. Με προηγούμενη γραπτή συγκατάθεση του μέρους, που παρέχει διόκτητες ή λοιπές εμπιστευτικές ή προνομιακές πληροφορίες με την παρούσα Σύμβαση, ο παραλήπτης μπορεί να διαδόσει τέτοιες ιδιόκτητες ή λοιπές εμπιστευτικές ή προνομιακές πληροφορίες πλατύτερα από ότι διαφορετικά επιτρέπεται. Τα δύο μέρη θα συνεργαστούν για να αναπτύξουν διαδικασίες για αίτηση και λήψη έγκρισης για μια τέτοια πλατύτερη διάδοση, και κάθε μέρος θα εκχωρεί τέτοια έγκριση στην έκταση, που επιτρέπουν οι νόμοι, κανονισμοί και εθνική πολιτική.
- η. Κάθε μέρος που λαμβάνει με την παρούσα Σύμβαση ιδιόκτητες ή λοιπές εμπιστευτικές ή προνομιακές πληροφορίες, θα σέβεται την ιδιότητα ή εμπιστευτική φύση τους. Οι ιδιόκτητες ή λοιπές εμπιστευτικές ή προνομιακές πληροφορίες πρέπει να είναι με ευκρίνεια χαρακτηρισμένες έτσι ώστε να υποδηλώνεται η ιδιότητη ή εμπιστευτική φύση τους. Οι εμπιστευτικές ή προνομιακές πληροφορίες, πρέπει επιπρόσθετα να συνοδεύονται από δήλωση, που να υποδείχνει, ότι οι πληροφορίες προστατεύονται ως προς την αποκάλυψή τους στο κοινό, από την κυβέρνηση του αποστολέα, και ότι οι πληροφορίες δίδονται με την προϋπόθεση ότι θα παραμείνουν εμπιστευτικές.
- θ. Εάν για οποιοδήποτε λόγο, ένα από τα δύο μέρη αντιληφθεί ότι είναι ή λογικά πρόκειται να καταστεί ανίκανο να εκπληρώσει τις διατάξεις για μή διάδοση του παρόντος Άρθρου, θα ενημερώσει αμέσως το άλλο μέρος. Τα δύο μέρη θα συσκεφθούν στη συνέχεια για να καθορίσουν ένα κατάλληλο τρόπο δράσης.
- ι. Τίποτα από τα περιλαμβανόμενα στην παρούσα Σύμβαση μπορεί να αποκλείσει ένα μέρος από του να χρησιμοποιεί ή διαδίδει χωρίς περιορισμό τις πληροφορίες που λαμβάνει από πηγές εκτός της παρούσας Σύμβασης.

**IV. ΔΙΑΡΚΕΙΑ**

- α. Η παρούσα ανανεωμένη συμφωνία για ανταλλαγή πληροφοριών θα τεθεί σε ισχύ με την υπογραφή της και με την προϋπόθεση της παραγράφου IV. β του παρόντος Αρθρου, θα ητανείνει σε ισχύ για πέντε χρόνια εκτός εάν παραταθεί για περισσότερη χρονική διάρκεια κατόπιν αμοιβαίας συμφωνίας των συμβαλλομένων μερών.
- β. Οποιοδήποτε των δύο μερών μπορεί να ανακαλέσει την ισχύ της παρούσας σύμβασης αφού ειδοποιήσει γραπτά το άλλο μέρος του λάχιστον ενενήντα μέρες πριν την αναμενόμενη ημερομηνία της ανάκλησης.

Έγινε στην Αθήνα στα Αγγλικά και στην Αθήνα και στην Washington D.C. στα Ελληνικά. Άμφοτερα τα κείμενα είναι έξι λαζαρικά.

ΓΙΑ ΤΗΝ ΕΛΛΗΝΙΚΗ ΕΠΙΤΡΟΠΗ  
ΑΤΟΜΙΚΗΣ ΕΝΕΡΓΕΙΑΣ

ΓΙΑ ΤΗΝ ΠΥΡΗΝΙΚΗ ΡΥΘΜΙΣΤΙΚΗ  
ΕΠΙΤΡΟΠΗ ΤΩΝ Η.Π.Α.

Θ. Γιαννακόπουλος  
ΠΡΟΕΔΡΟΣ

ΗΜΕΡΟΜΗΝΙΑ: 16.12.83

Νούτσιο Τζ. Παλλαντένο  
ΠΡΟΕΔΡΟΣ

ΗΜΕΡΟΜΗΝΙΑ: 26.2.84

## Π ΑΡ ΑΡ Τ Η Μ Α

ΤΗΣ ΣΥΜΒΑΣΗΣ ΜΕΤΑΞΥ U.S.N.R.C. - Ε.Ε.Α.Ε.  
 ΓΙΑ ΤΗΝ ΑΝΤΑΛΛΑΓΗ ΠΛΗΡΟΦΟΡΙΩΝ ΣΕ ΤΕΧΝΙΚΑ ΘΕΜΑΤΑ  
 ΚΑΙ ΤΗ ΣΥΝΕΡΓΑΣΙΑ ΣΕ ΘΕΜΑΤΑ ΠΥΡΗΝΙΚΗΣ ΑΣΦΑΛΕΙΑΣ

1. Ορισμοί

'Όταν χρησιμοποιούνται στο παρόν 'Άρθρο, εκτός εάν το περιεχόμενο υποδεικνύει διαφορετικά:

- ι. Ο όρος "προσωπικό" απλίζεται: (α) τους υπάλληλους των συμβαλλομένων μερών της παρούσας Σύμβασης και (β) τους υπάλληλους εργολήπτη ενός των συμβαλλομένων μερών της παρούσας Σύμβασης.
- ii. Ο όρος "εφευρίσκον μέρος" σημαίνει το συμβαλλόμενο μέρος της παρούσας Σύμβασης, του οποίου το προσωπικό πραγματοποίησε ή συνέλαβε μία εφεύρεση ή ανακάλυψη κατά τη χρονική διάρκεια ισχύος ή κάτω από ενέργειες, που καλύπτονται από τους όρους της παρούσας Σύμβασης, ή εάν μία τέτοια εφεύρεση πραγματοποιήθηκε ή συνελήφθει σαν άμεση απόρροια πληροφοριών, που αποκτήθηκε από τέτοιο προσωπικό του άλλου μέρους, τότε το εφευρίσκον μέρος:

2. Εκθέσεις και Καταμερισμός Δικαιωμάτων

.. Εκτός των εξαιρέσεων της παραγράφου 2.ii παρακάτω, εών μία εφεύρεση ή ανακάλυψη πραγματοποιήθηκε ή συνελήφθει από το προσωπικό του εφευρίσκοντος μέρους, κατά τη χρονική διάρκεια ισχύος ή κάτω από ενέργειες, που καλύπτονται από τους όρους της παρούσας Σύμβασης, ή εάν μία τέτοια εφεύρεση πραγματοποιήθηκε ή συνελήφθει σαν άμεση απόρροια πληροφοριών, που αποκτήθηκε από τέτοιο προσωπικό του άλλου μέρους, τότε το εφευρίσκον μέρος:

- (α) συμφωνεί να ανακοινώσει αμέσως μία τέτοια εφεύρεση ή ανακάλυψη στο άλλο μέρος,
- (β) συμφωνεί να μεταβιβάσει και εκχωρήσει στο άλλο μέρος, κάθε δικαιώμα, τίτλο και οικονόμικό δφελος σε τέτοια εφεύρεση

ή ανακάλυψη στη χώρα του άλλου μέρους με την επιφύλαξη εξασφάλισης μη αποκλειστικής, αμετάκλητης, ελεύθερης δικαιώματος χρήσης άδειας για την κατασκευή, χρήση και πώληση μιάς τέτοιας εφεύρεσης ή ανακάλυψης στη χώρα του άλλου μέρους, και

- (γ) μπορεί να διατηρεί το πλήρες δικαίωμα, τίτλο και οικονομικό δύναμης σε τέτοια εφεύρεση ή ανακάλυψη στη χώρα του εφευρέακοντος μέρους και σε τρίτες χώρες, με την προϋπόθεση ότι θα εκχωρεί στο άλλο μέρος, μετά από αίτηση του άλλου μέρους, μία μη αποκλειστική, αμετάκλητη, ελεύθερη δικαιώματος χρήσης άδεια για την κατασκευή, χρήση και πώληση μιάς τέτοιας εφεύρεσης ή ανακάλυψης στη χώρα του εφευρέακοντος μέρους και σε άλλες τρίτες χώρες.

ει. Σε περίπτωση που μία εφεύρεση ή ανακάλυψη πραγματοποιείται ή συλλαμβάνεται από το προσωπικό του εφευρέακοντος μέρους κατά τη χρονική διάρκεια ισχύος ή κάτω από ενέργειες, που καλύπτονται από τους όρους της παρούσας Σύμβασης και μία τέτοια εφεύρεση πραγματοποιήθηκε ή συνελήφθει, ενώ το προσωπικό είχε αποσπασθεί στο άλλο μέρος, το εφευρέακον μέρος

- (α) συμφωνεί να ανακοινώσει αμέσως μία τέτοια εφεύρεση ή ανακάλυψη στο άλλο μέρος,
- (β) μπορεί να διατηρήσει το αποκλειστικό δικαίωμα, τίτλο και οικονομικό δύναμης σε μία τέτοια εφεύρεση ή ανακάλυψη στη χώρα του εφευρέακοντος μέρους,
- (γ) θα παραχωρήσει στο άλλο μέρος, μετά από αίτηση του άλλου μέρους, μη αποκλειστική, αμετάκλητη, ελεύθερη δικαιώματος χρήσης άδεια για την κατασκευή, χρήση και πώληση μιάς τέτοιας εφεύρεσης ή ανακάλυψης στη χώρα του εφευρέακοντος μέρους και
- (δ) συμφωνεί να μεταβιβάσει και εκχωρήσει στο άλλο μέρος κάθε δικαίωμα, τίτλο και οικονομικό δύναμης σε μία τέτοια εφεύρεση ή ανακάλυψη στη χώρα του άλλου μέρους και σε τρίτες χώρες με την προ-

υπόθεση, δτι θα εξασφαλισθεί μη αποκλειστική, αμετάκλητη, ελεύθερη δικαιώματος χρήσης άδεια για την κατασκευή, χρήση και πώληση μιας τέτοιας εφεύρεσης ή ανακάλυψης στη χώρα του άλλου μέρους και σε άλλες τρίτες χώρες.

ΙΙΙ. 'Όπως χρησιμοποιείται στην παρούσα Σύμβαση, η έκδοση άδειας στο ένα από τα δύο μέρη για την κατασκευή, χρήση και πώληση εφεύρεσης ή ανακάλυψης θα συμπεριλαμβάνει το δικαίωμα να αναθέτει σε άλλους την κατασκευή, χρήση και πώληση μιας τέτοιας εφεύρεσης ή ανακάλυψης για λογαριασμό ενδικού μέρους, που κατέχει άδεια.

### 3. Διεκδικήσεις για Αποζημίωση

Κάθε μέρος συμφωνεί να παραιτηθεί του δικαιώματος, και με την παρούσα Σύμβαση παραιτείται από κάθε διεκδίκηση από το άλλο μέρος για αποζημίωση, δικαίωμα χρήσης ή αμοιβή δύον αφορά οποιαδήποτε εφεύρεση, ανακάλυψη, αίτηση ευρεσιτεχνίας ή διπλώματος ευρεσιτεχνίας που πραγματοποιήθηκε ή συνελήφθει κατά τη χρονική διάρκεια Ισχύος ή με βάση την παρούσα Σύμβαση, και συμφωνεί να απαλλάξει, και με την παρούσα απαλλάσσει, το άλλο μέρος σε σχέση με οποιαδήποτε και δλες τις παρόμοιες διεκδικήσεις, συμπεριλαμβανομένων οποιωνδήποτε διεκδικήσεων κατά τις διατάξεις του Νόμου Ατομικής Ενέργειας των Ηνωμένων Πολιτειών του 1954, όπως τροποποιήθηκε.

**AUSTRIA**  
**Scientific and Technological Cooperation**

*Memorandum of understanding signed at Washington  
February 28, 1984;  
Entered into force February 28, 1984.*

MEMORANDUM OF UNDERSTANDING  
ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION  
BETWEEN  
THE NATIONAL SCIENCE FOUNDATION  
OF THE UNITED STATES OF AMERICA

AND

THE FONDS ZUR FÖRDERUNG DER  
WISSENSCHAFTLICHEN FORSCHUNG  
OF THE REPUBLIC OF AUSTRIA

ARTICLE I

The National Science Foundation of the United States of America and the Fonds zur Förderung der Wissenschaftlichen Forschung of the Republic of Austria hereby reaffirm their mutual desire to collaborate in developing a program of scientific and technical cooperation for the exchange of ideas, information, skills and techniques on problems of mutual interest; to work together; and to utilize special scientific facilities available to both agencies in their respective countries.

To the extent that the two agencies may agree, this cooperation will include:

1. Cooperative projects of basic and applied research and education in science and technology of mutual interest,
2. Foreign visits and attendance at international meetings,
3. Cooperation in the holding of seminars and workshops on scientific and technical subjects of mutual interest,
4. Exchange of scientific and technical information,
5. Exchange of scientists and experts from research institutes, organizations, and universities to study different facets and problems of science and technology.

#### ARTICLE II

Each agency shall bear or provide for the costs, in accordance with its own financial and budgetary processes and subject to the availability of funds, of discharging its responsibilities under this Memorandum of Understanding.

#### ARTICLE III

Each agency shall facilitate, to the extent feasible as permitted by national law, through cooperation with the appropriate competent authorities, the granting of visas and other forms of official permission for entry to and exit from its territory of personnel and equipment of the other country required for projects under this Memorandum of Understanding.

**ARTICLE IV**

Except as provided below in Article V, scientific and technical information derived from a cooperative activity under this Memorandum of Understanding shall be made available to the world's scientific community through customary channels and in accordance with normal scientific procedures.

**ARTICLE V**

If any scientific or technical results derived from a cooperative activity under this Memorandum of Understanding are the subject of a patent or patent application, each party shall hold all the rights to all inventions claimed hereunder in its own territory. Rights to such inventions in third countries shall be determined by a separate agreement to be negotiated by the parties.

**ARTICLE VI**

The two agencies shall, once a year, jointly review the progress of cooperation under this Memorandum of Understanding.

**ARTICLE VII**

This Memorandum of Understanding shall enter into force upon signature and shall remain in force for five (5) years, unless terminated earlier by either party upon six (6) months' written notice to the other party. It may be modified or extended by mutual agreement of the parties. In the event of termination of the Memorandum, agreements will be made for completion of activities already underway pursuant thereto.

## ARTICLE VIII

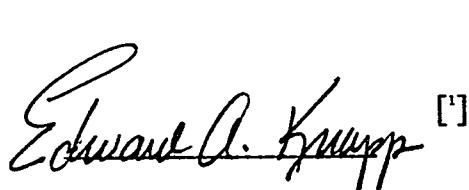
This Memorandum of Understanding shall be implemented in a manner consistent with the laws of the United States of America and the Republic of Austria.

In Witness whereof, the respective representatives, duly authorized for the purpose, have signed the present Memorandum of Understanding on scientific and technical cooperation.

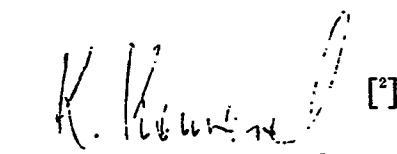
DONE AT WASHINGTON, D.C., IN DUPLICATE THIS 28 DAY OF February, 1984.

FOR THE U.S. NATIONAL  
SCIENCE FOUNDATION

FOR THE FONDS ZUR FÖRDERUNG  
DER WISSENSCHAFTLICHEN  
FORSCHUNG OF AUSTRIA



Edward A. Knapp [<sup>1</sup>]



K. Komarek [<sup>2</sup>]

<sup>1</sup> Edward A. Knapp.

<sup>2</sup> K. Komarek.

## **SWAZILAND**

### **Defense: International Military Education and Training (IMET)**

*Agreement effected by exchange of notes*

*Dated at Mbabane January 10 and February 28, 1984;*

*Entered into force February 28, 1984.*

*The American Embassy to the Ministry of Foreign Affairs of Swaziland*

No. 04

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Kingdom of Swaziland and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government:

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise, to anyone not an officer, employee, or agent of the recipient government; or

- C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government.
2. That the recipient country will maintain the security of such training (including training materials), and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.
3. That the recipient country will permit continuous observation and review by, and furnish necessary information to representatives of the United States Government with regard to the use of such training (including training materials) and that the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the Government of the Kingdom of Swaziland may include training related to defense articles with respect to which the agreement of the Government of the Kingdom of Swaziland to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs of the Kingdom of Swaziland shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Kingdom of Swaziland the assurances of its highest consideration.

Embassy of the United States of America,  
Mbabane, January 10, 1984.



*The Ministry of Foreign Affairs of Swaziland to the American Embassy*



MINISTRY OF FOREIGN AFFAIRS.

NOTE NO.: 4.

The Ministry of Foreign Affairs of the Kingdom of Swaziland presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's note No. 04 dated 10th January, 1984 which reads as follows:

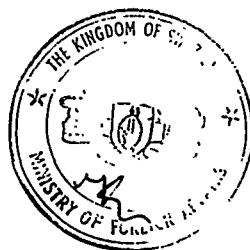
[For text of the U.S. note, see pp. 4506-4508.]

The Ministry has the honour to inform the Embassy that the Government of the Kingdom of Swaziland agrees that the above-quoted note and this note shall constitute an agreement between the Kingdom of Swaziland and the United States of America in this matter from the date of delivery of this note.

The Ministry of Foreign Affairs of the Kingdom of Swaziland avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

MBABANE.

28 FEBRUARY, 1984.



TIAS 10952

# **NORTH ATLANTIC TREATY ORGANIZATION**

## **Taxation: Income Tax Reimbursement**

*Interim agreement signed at Brussels February 29, 1984;  
Entered into force February 29, 1984.*

INTERIM TAX REIMBURSEMENT AGREEMENT BETWEEN  
THE UNITED STATES GOVERNMENT AND  
THE NORTH ATLANTIC TREATY ORGANISATION

The North Atlantic Treaty Organisation and the Government  
of the United States of America:

CONSIDERING that the United States Government and  
the North Atlantic Council on 3rd June 1983 agreed to a  
Supplemental Arrangement concerning the employment by NATO  
bodies of United States nationals which enables United  
States nationals to be directly employed by NATO (reference:  
PO/83/59 dated 21st June 1983);<sup>[1]</sup> and

NOTING:

- that under Article III of the Supplemental  
Arrangement, a precondition for direct NATO employment of US  
nationals is the conclusion and entry into force of a Tax  
Reimbursement Agreement (TRA) between the United States and  
NATO;

- that under current United States tax law,  
certain United States residents or citizens living abroad  
may be able to exclude within the limits set forth in that  
tax law from their gross income for federal tax purposes the  
salaries and emoluments which they would earn from their  
direct employment by NATO;

- that the United States Mission (acting for  
the United States Government) and the NATO International  
Staff (acting for NATO on behalf of all NATO bodies) have  
yet to conclude the above-mentioned TRA;

HAVE AGREED THEREFORE to the following terms to  
enable in the interim the direct employment of US nationals  
by NATO bodies located outside the United States:

---

<sup>[1]</sup>TIAS 10695; 35 UST 849.

1. This interim agreement established pursuant to Article III of the Supplemental Arrangement (hereinafter "Interim Agreement") shall enter into force upon signature by representatives of both parties.

2. This Interim Agreement will terminate:

- immediately upon the date on which the US Government and NATO conclude the final TRA; or
- six months after the effective date of any amendment to the United States Internal Revenue Code which would have the effect of requiring US nationals who become direct NATO employees while this Interim Agreement is in effect to pay federal income taxes on their NATO salaries and emoluments; or
- six months after notice of desire to terminate is given by either party.

3. While this Interim Agreement is in effect, NATO may directly hire United States nationals who meet the requirements established by the Supplemental Arrangement (PO/83/59) and who additionally certify to the appropriate NATO and United States authorities that: (1) they will not be liable for United States federal income taxes on their NATO salaries and emoluments because they qualify for exclusion of this income under the provisions of the US Internal Revenue Code, and (2) that they will immediately notify NATO if at any time the US Internal Revenue Code results in their incurring a US federal income tax liability on their NATO salaries and emoluments.

4. The United States and NATO will immediately pursue intensive negotiations with a view toward concluding a final TRA which would be applicable to all US nationals employed throughout NATO. However, this Interim Agreement does not imply any commitment by either of the parties with respect to the substance or form of the TRA to which they intend jointly to agree as soon as possible.

5. After this Interim Agreement is terminated, and pending conclusion of a TRA, NATO shall not be required to terminate any employment of those US nationals who became direct NATO employees while this Interim Agreement was in effect, but no additional US nationals may be directly hired by NATO until a TRA is concluded.

6. Should at any time the US Internal Revenue Code have the effect of requiring US nationals who became direct NATO employees under the provisions of this Interim Agreement to pay US federal income taxes on the salaries and emoluments which they received from NATO, NATO shall reimburse these employees for any United States federal income taxes so paid, and the United States Government shall reimburse NATO for such reimbursements made by NATO to those employees, subject to and in accordance with the provisions of a Tax Reimbursement Agreement to be agreed between the United States and NATO as required by Article III of P0/83/59 and as foreseen in paragraph 4 above.

DONE in Brussels on 29th February 1984  
in duplicate in the French and English languages, both texts  
being equally authoritative.

For the United States



David M. Abshire  
The Permanent Representative  
of the United States on the  
North Atlantic Council

For the North Atlantic  
Treaty Organisation



Joseph M.A.H. Luns  
The Secretary General of  
the North Atlantic  
Treaty Organisation

ACCORD INTERIMAIRE SUR LE REMBOURSEMENT DE  
L'IMPÔT ENTRE LE GOUVERNEMENT DES ETATS-UNIS  
ET L'ORGANISATION DU TRAÎTE DE L'ATLANTIQUE NORD

L'Organisation du Traité de l'Atlantique Nord et le  
Gouvernement des Etats-Unis d'Amérique :

CONSIDERANT que le Gouvernement des Etats-Unis  
et le Conseil de l'Atlantique Nord ont signé le 3 juin 1983  
un accord complémentaire au sujet de l'emploi de ressortissants  
américains par des organismes OTAN, accord qui permet à ces  
ressortissants d'être employés directement par l'OTAN  
(référence : PO/83/59 du 21 juin 1983); et

NOTANT :

- qu'aux termes de l'article III de l'accord  
complémentaire, la conclusion entre les Etats-Unis et l'OTAN  
d'un accord sur le remboursement de l'impôt et l'entrée en  
vigueur d'un tel accord constituent un préalable au recrutement  
direct de ressortissants américains par l'OTAN;

- qu'en vertu de la législation fiscale en vigueur  
aux Etats-Unis, certains résidents ou citoyens de ce pays  
vivant à l'étranger peuvent avoir la faculté d'exclure de  
leur revenu brut soumis à l'impôt fédéral - dans les  
limites fixées par cette législation - les salaires et  
émoluments qu'ils percevraient du fait de leur emploi direct  
par l'OTAN;

- que la Délégation des Etats-Unis (agissant au  
nom du gouvernement des Etats-Unis) et le Secrétariat  
international de l'OTAN (agissant au nom de l'OTAN pour le  
compte de tous les organismes OTAN) doivent encore conclure  
l'accord susmentionné sur le remboursement de l'impôt;

SONT CONVENUS des dispositions ci-après pour permettre,  
dans l'intervalle, le recrutement direct de ressortissants  
des Etats-Unis par des organismes OTAN situés hors de ce  
pays.

1. Le présent accord intérimaire, établi conformément à l'article III de l'accord complémentaire et dénommé ci-après "accord intérimaire", entrera en vigueur à la date de sa signature par les représentants des deux parties.

2. Le présent accord intérimaire prendra fin :

- dès que le Gouvernement des Etats-Unis et l'OTAN auront conclu l'accord définitif sur le remboursement de l'impôt; ou
- six mois après la date de prise d'effet de tout amendement qui serait apporté au code des impôts des Etats-Unis et en vertu duquel les ressortissants américains recrutés directement par l'OTAN pendant la durée d'application du présent accord intérimaire seraient tenus de payer aux Etats-Unis un impôt fédéral sur le revenu, au titre des traitements et émoluments versés par l'OTAN; ou
- six mois après que l'une des parties aura fait part de sa volonté d'y mettre fin.

3. Pendant la durée d'application du présent accord intérimaire, l'OTAN pourra recruter directement des ressortissants américains qui satisfont aux prescriptions de l'accord complémentaire (PO/83/59) et qui certifient en outre aux autorités appropriées de l'OTAN et des Etats-Unis : (1) qu'ils ne seront pas tenus de payer aux Etats-Unis un impôt fédéral sur le revenu au titre des traitements et émoluments versés par l'OTAN, parce qu'ils ont droit à l'exonération de ces revenus aux termes du code des impôts des Etats-Unis, et (2) qu'ils avertiront immédiatement l'OTAN si, à un moment quelconque, les dispositions du code des impôts des Etats-Unis ont pour effet de les assujettir à l'impôt fédéral sur le revenu au titre des traitements et émoluments versés par l'OTAN.

4. Les Etats-Unis et l'OTAN engageront immédiatement d'intenses négociations en vue de conclure un accord définitif sur le remboursement de l'impôt, lequel sera applicable à tous les ressortissants américains employés par les différents

organismes de l'OTAN. Cependant, le présent accord intérimaire n'engage nullement les parties quant au fond ou à la forme de l'accord sur le remboursement de l'impôt qu'elles se proposent de conclure dès que possible.

5. Après qu'il aura été mis fin au présent accord intérimaire et en attendant la conclusion d'un accord sur le remboursement de l'impôt, l'OTAN ne sera pas tenue de résilier le contrat d'emploi des ressortissants américains recrutés directement par elle pendant la durée d'application du présent accord intérimaire, mais plus aucun ressortissant américain ne pourra être recruté directement par l'OTAN avant la conclusion d'un accord sur le remboursement de l'impôt.

6. Si à un moment quelconque, en vertu des dispositions du code des impôts des Etats-Unis, des ressortissants américains recrutés directement par l'OTAN en application du présent accord intérimaire sont tenus de payer aux Etats-Unis un impôt fédéral sur le revenu au titre des traitements et émoluments versés par l'OTAN, cette dernière remboursera à ces agents tout impôt fédéral sur le revenu payé aux Etats-Unis, et le gouvernement des Etats-Unis restituera à l'OTAN les sommes ainsi déboursées par elle, sous réserve qu'un accord sur le remboursement de l'impôt soit conclu entre les Etats-Unis et l'OTAN, et conformément aux dispositions d'un tel accord, ainsi que le prescrit l'article III du PO/83/59 et comme le prévoit le paragraphe 4 ci-dessus.

FAIT à Bruxelles, le 29 février 1984,  
en double exemplaire, en français et en anglais, les deux  
textes faisant également foi.

Pour les Etats-Unis

  
David M. Abshire  
Représentant Permanent des  
Etats-Unis au Conseil de  
l'Atlantique Nord

Pour l'Organisation du Traité  
de l'Atlantique Nord

  
Joseph M.A. Luns  
Secrétaire Général de  
l'Organisation de l'Atlantique  
Nord

**SOCIALIST FEDERAL REPUBLIC OF  
YUGOSLAVIA**

**Tourism**

*Agreement signed at Washington February 2, 1984;  
Entered into force June 18, 1984.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES  
OF AMERICA AND THE FEDERAL EXECUTIVE COUNCIL OF THE  
ASSEMBLY OF THE SOCIALIST FEDERAL REPUBLIC OF  
YUGOSLAVIA ON COOPERATION IN THE FIELD OF TOURISM

The Federal Executive Council of the Assembly of  
the Socialist Federal Republic of Yugoslavia and the  
Government of the United States of America, hereinafter  
referred to as the Contracting Parties,

Subscribing to the principles set forth in the  
Manila Declaration, promulgated in September, 1980, and  
affirmed by the United Nations General Assembly in  
Resolution No. 36/41 on November 19, 1981,

Viewing tourism as a positive element for  
improving the quality of life of all peoples, as well  
as a vital force for peace and international  
understanding,

Mindful of the constant and favourable expansion  
of mutual political, economic and cultural relations,

Recalling that the two countries have stimulated  
mutual tourist traffic and travel,

Recognizing that the traditionally good  
relationship between the two countries provides a solid  
basis for further promotion of cooperation,

Desirous of establishing close bilateral  
cooperation in the field of tourism on the basis of  
equality and common interest,

Mindful that the Socialist Federal Republic of  
Yugoslavia and the United States of America will host  
the 1984 Olympics -- Yugoslavia, the XIV Winter Olympic  
Games, and the United States, the Summer Games;

Considering that the two countries retain an interest in encouraging attendance at these Games;

Noting that both countries are members of the World Tourism Organization (WTO);<sup>[1]</sup>

Have agreed to conclude this Agreement:

ARTICLE I

1. The Contracting Parties will pay particular attention to the development and expansion of pleasure and business travel between the two countries.

2. Toward this end, the Contracting Parties will, in accordance with their national legislation and within their competence, and on a reciprocal basis, simplify travel and frontier formalities in order to increase mutual tourist traffic.

3. The Contracting Parties will encourage cooperation between cities of the two countries in order to increase mutual tourist traffic and cooperation in the field of tourism in general.

ARTICLE II

The Contracting Parties will in accordance with their national legislation and within their competence, through their competent authorities and other organizations, endeavor to develop new opportunities for commerce in tourism-related merchandise and for joint ventures in construction and equipment of tourist establishments and tourist infrastructure.

<sup>1</sup> Done at Mexico Sept. 27, 1970. TIAS 8307; 27 UST 2211.

ARTICLE III

1. The Contracting Parties will, in accordance with their national legislation and within their competence, encourage the improvement of cooperation between the competent tourism authorities and organizations of the two countries.

2. Cooperation may include (1) the exchange of tourist promotion and information material, and (2) measures to simplify the traveling conditions of study tour participants -- representatives of travel agencies, tour operators and media representatives, traveling from the Territory of one Party to the Territory of the other.

ARTICLE IV

1. The Contracting Parties will, in accordance with their national legislation and within their competence, support the opening in their respective Territories of official tourism promotion offices, which will not engage in commercial activity.

2. The establishment and operation of any new offices mentioned in paragraph 1 of this Article will be regulated by a separate Agreement concluded between the Contracting Parties.

ARTICLE V

The Contracting Parties will, in accordance with their national legislation and within their competence, encourage cooperation between the competent authorities

and organizations in the field of staff training in tourism and the exchange of tourist experts.

#### ARTICLE VI

The Contracting Parties consider it useful for the competent authorities and other organizations of the two countries to exchange information on:

- a) systems and methods to prepare teachers and instructors on tourism matters, particularly conservation and restoration, hotel operation and administration, marketing and congress management;
- b) tourism scholarships for teachers, instructors, and students;
- c) tourism school curricula and study programs;
- d) scientific and research work in the field of tourism.

#### ARTICLE VII

1. The Contracting Parties, in accordance with legislation and within their competence, favor the holding of congresses and conventions in the two countries and the attendance of their respective citizens at these congresses and conventions.

2. The Contracting Parties will, through the competent authorities and other organizations, exchange information on major international fairs, exhibitions, sporting events, congresses and conventions to be held in their respective countries.

ARTICLE VIII

1. The Contracting Parties agree that the competent authorities and organizations of the two countries should endeavor to improve the reliability and comparability of tourism statistics by using the guidelines on the collection and presentation of international tourism statistics applied by the World Tourism Organization.

2. The Contracting Parties consider it desirable for their competent authorities to exchange information about the tourism markets in the two countries.

ARTICLE IX

1. Aware of the aims of the present Agreement, the Contracting Parties consider it useful to cooperate within international tourism organizations through their competent authorities and organizations.

2. The Contracting Parties agree that their tourist authorities and organizations, when deemed necessary, undertake appropriate consultations on World Tourism Organization matters of common concern.

ARTICLE X

1. The United States of America designates the U.S. Department of Commerce as its competent authority with primary responsibility for implementing this agreement for the United States.

2. In Socialist Federal Republic of Yugoslavia, the Federal Secretariat for Market and General Economic Affairs will see to the implementation of this agreement.

3. Representatives of the authorities mentioned in paragraphs 1 and 2 of this Article will, when deemed necessary, hold meetings in order to consider results achieved in cooperation in the field of tourism and propose measures for implementation of this agreement.

#### ARTICLE XI

This Agreement is concluded for a period of 5 (five) years and shall be automatically renewed for successive periods of five years, unless one of the Contracting Parties denounces it in writing six months before expiry.

This Agreement shall enter into force on the date of the last note by which the Contracting Parties inform one another that their internal procedures for entry into force have been satisfied.<sup>[1]</sup>

#### ARTICLE XII

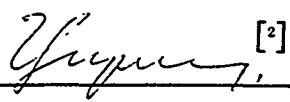
After ratification and entry into force, the Contracting Parties agree to notify the Secretary General of the World Tourism Organization of this agreement and any subsequent amendments.

Done at Washington, D.C., on February 2, 1984, in two original copies in the SerboCroatian, and English language, both texts equally authentic.

<sup>1</sup> June 18, 1984.

 [1]

FOR THE GOVERNMENT  
OF THE UNITED STATES  
OF AMERICA

 [2]

FOR THE FEDERAL EXECUTIVE  
COUNCIL OF THE ASSEMBLY  
OF THE SOCIALIST FEDERAL  
REPUBLIC OF YUGOSLAVIA

---

<sup>1</sup> Malcolm Baldrige.  
<sup>2</sup> Zvone Dragan.

## S P O R A Z U M

IZMEDJU SAVEZNOG IZVRŠNOG VEĆA SKUPŠTINE SOCIJALISTIČKE  
FEDERATIVNE REPUBLIKE JUGOSLAVIJE I VLADE SJEDINJENIH  
AMERICKIH DRŽAVA O SARADNJI U OBLASTI TURIZMA

Savezno izvršno veće Skupštine Socijalističke Federativne Republike Jugoslavije i Vlada Sjedinjenih Američkih Država (u daljem tekstu: strane ugovornice),

Imajući u vidu principe Manilske deklaracije, usvojene septembra 1980. godine koju je potvrdila Generalna skupština Ujedinjenih nacija u Rezoluciji br. 36/41 od 19. novembra 1981. godine,

Sagledavajući turizam kao pozitivan elemenat u poboljšanju kvaliteta života svih ljudi, kao i vitalan faktor za stvaranje mira i medjunarodnog razumevanja,

Svesni potrebe stalnog i povoljnog proširenja medjusobnih političkih, ekonomskih i kulturnih odnosa,

Podsećajući da dve zemlje stimulišu medjusobni turistički promet i putovanja,

Ocenjujući da tradicionalno dobri odnosi izmedju dve zemlje predstavljaju solidnu osnovu za dalje unapredjenje saradnje,

U želji da uspostave tesnu bilateralnu saradnju u oblasti turizma, na osnovama jednakosti i zajedničkog interesa,

Imajući u vidu da će Socijalistička Federativna Republika Jugoslavija i Sjedinjene Američke Države biti domaćini olimpijada 1984, Jugoslavija XIV Zimskim olimpijskim igrama a Sjedinjene Američke Države Letnjim olimpijskim igrama,

Smatrajući da dve zemlje imaju interes da podstiču učešće na tim igrama,

Konstatujući da su obe zemlje članice Svetske organizacije za turizam (SOT),

Saglasile su se da zaključe ovaj Sporazum:

Član 1.

1. Strane ugovornice će posvetiti posebnu pažnju razvoju i proširivanju turističkih i poslovnih putovanja izmedju dve zemlje.

2. U tom cilju, strane ugovornice će, u skladu sa nacionalnim zakonodavstvom i u okviru svojih ovlašćenja, na bazi reciprocite, pojednostaviti putne i granične formalnosti, u cilju povećanja međusobnog turističkog prometa.

3. Strane ugovornice će podsticati saradnju izmedju gradova iz dve zemlje, u cilju povećanja međusobnog turističkog prometa i saradnje u oblasti turizma uopšte.

Član 2.

Strane ugovornice će u skladu sa nacionalnim zakonodavstvom i u okviru svojih ovlašćenja, preko nadležnih organa i drugih organizacija, nastojati da se stvore nove mogućnosti za unapredjenje robne razmene za potrebe turizma kao i za zajednička ulaganja u izgradnju i opremanje turističkih objekata i za turističku infrastrukturu.

Član 3.

1. Strane ugovornice će, u skladu sa nacionalnim zakonodavstvom i u okviru svojih ovlašćenja, podsticati unapredjenje

saradnje izmedju nadležnih organa za turizam i organizacija dveju zemalja.

2. Saradnja može uključiti (1) razmenu turističkog propagandno-informativnog materijala, i (2) mere za pojednostavljenje uslova putovanja za učesnike studijskih putovanja - predstavnike turističkih agencija, organizatora putovanja i sredstava javnog informisanja, kada putuju sa teritorije jedne strane na teritoriju druge strane ugovornice.

#### Član 4.

1. Strane ugovornice će, u skladu sa nacionalnim zakonodavstvom i u okviru svojih ovlašćenja, podržati otvaranje nacionalnih turističko-propagandnih ustanova na svojoj teritoriji, bez prava komercijalnog poslovanja.

2. Osnivanje i rad novih ustanova iz stava 1. ovog člana urediće se posebnim sporazumom zaključenim izmedju strana ugovornica.

#### Član 5.

Strane ugovornice će, u skladu sa nacionalnim zakonodavstvom i u okviru svojih ovlašćenja, podsticati saradnju izmedju nadležnih organa i organizacija u oblasti obrazovanja kadrova u turizmu i u razmeni turističkih stručnjaka.

#### Član 6.

Strane ugovornice smatraju da bi bilo korisno da nadležni organi i druge organizacije iz dve zemlje razmenjuju informacije o:

- a) sistemima i metodama za obučavanje profesora i instruktora u oblasti turizma, posebno u oblasti zaštite i

- restauracije, hotelijerstva i upravljanja, marketinga i organizacije kongresa,
- b) stipendijama u oblasti turizma za profesore, instruktore i studente,
  - c) nastavnim i studijskim programima turističkih škola,
  - d) naučnom i istraživačkom radu u oblasti turizma.

#### Član 7.

1. Strane ugovornice će, u skladu sa nacionalnim zakonodavstvom i u okviru svojih ovlašćenja, podržavati održavanje kongresa i skupova u dvema zemljama i učešće svojih gradjana na tim kongresima i skupovima.

2. Strane ugovornice će, preko nadležnih organa i drugih organizacija, razmenjivati informacije o glavnim medjunarodnim sajmovima, izložbama, sportskim dogadjajima, kongresima i konferencijama koje se održavaju u njihovim zemljama.

#### Član 8.

1. Strane ugovornice su saglasne da nadležni organi i organizacije iz dveju zemalja treba da nastoje da poboljšaju pouzdanost i uporedivost turističke statistike, koristeći Smernice o prikupljanju i prezentaciji medjunarodne turističke statistike, koje primenjuje Svetska organizacija za turizam.

2. Strane ugovornice smatraju da je poželjno da njihovi nadležni organi razmenjuju informacije o turističkom tržištu dveju zemalja.

## Član 9.

1. Imajući u vidu ciljeve ovog Sporazuma, strane ugovornice smatraju da je korisno da preko nadležnih organa i organizacija ostvaruju saradnju u radu medjunarodnih organizacija za turizam.

2. Strane ugovornice su saglasne da njihovi nadležni organi za turizam i organizacije, kada to ocene za potrebno, obavljaju odgovarajuće konsultacije po pitanjima iz rada Svetске organizacije za turizam, koja su od zajedničkog interesa.

## Član 10.

1. U Socijalističkoj Federativnoj Republici Jugoslaviji Savezni sekretarijat za tržište i opšte privredne poslove staraće se o sprovodjenju ovog Sporazuma.

2. Sjedinjene Američke Države imenuju Ministarstvo za trgovinu kao nadležni organ koji će biti prvenstveno odgovoran za sprovodjenje ovog Sporazuma u Sjedinjenim Američkim Državama.

3. Predstavnici organa iz stava 1. i 2. ovog člana će, prema potrebi održavati sastanke na kojima će razmatrati rezultate postignute u saradnji u oblasti turizma i predlagati mere za primenu ovog Sporazuma.

## Član 11.

Ovaj Sporazum zaključuje se za period od 5 (pet) godina i njegova važnost će se automatski produžavati za naredni period od pet godina, ako ga jedna od strana ugovornica ne otkaže drugoj strani pismenim putem šest meseci pre isteka njegove važnosti.

Ovaj Sporazum stupaće na snagu datumom poslednje note kojom se strane ugovornice obaveštavaju da je njihova interna procedura za stupanje na snagu završena.

Član 12.

Nakon ratifikacije i stupanja na snagu, strane ugovornice su saglasne da obaveste Generalnog sekretara Svetske organizacije za turizam o ovom Sporazumu, kao i o njegovim izmenama.

Sačinjeno u Vašingtonu D.C., dana 2. februara 1984. godine, u dva originalna primerka na srpskohrvatskom i engleskom jeziku, oba teksta jednako punovažna.



ZA SAVEZNO IZVRŠNO VEĆE  
SKUPŠTINE SOCIJALISTIČKE  
FEDERATIVNE REPUBLIKE  
JUGOSLAVIJE



ZA VLADU  
SJEDINJENIH AMERIČKIH  
DRŽAVA

## **COSTA RICA**

### **Trade in Textiles and Textile Products**

*Agreement effected by exchange of notes*

*Signed at San Jose February 7, 1984;*

*Entered into force February 7, 1984;*

*Effective January 1, 1984.*

*The American Ambassador to the Costa Rican Minister of Foreign Relations*

/February 7, 1984/

No. 021

I have the honor to refer to the agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between the Republic of Costa Rica and the United States of America effected by exchange of notes September 22, 1980,<sup>[1]</sup> and to propose the following as a renewal of that agreement:

1. The term of the agreement shall be the four year period from January 1, 1984, through December 31, 1987. Each "Agreement Year" shall begin on January 1 and end on December 31 of the same year.

2. Commencing with the first Agreement Year, and during the subsequent term of the Agreement, the Government of the Republic of Costa Rica shall limit annual exports from Costa Rica to the United States of textile products in Category 649 to the specific limits set out in Annex A as such limits may be adjusted in accordance with Paragraph 3. Exports are subject to the limits for the year in which exported. The limits set out in Annex A do not include any adjustments permitted under Paragraph 3.

His Excellency

Sr. Ekhart Peters Seavers

Minister of Foreign Relations, a.i.,

San José

<sup>1</sup> Not printed.

3.(A) In any Agreement Year exports may exceed by a maximum of 11 percent any limit set out in Paragraph 2 by allocating to such limit for that Agreement Year an unused portion of the corresponding limit for the previous Agreement Year ("carryover") or a portion of the corresponding limit for the succeeding Agreement Year ("carryforward"), subject to the following conditions:

(1) Carryover may be utilized as available up to 11 percent of the receiving Agreement Year's limit.

(2) Carryforward may be utilized up to 7 percent of the receiving Agreement Year's applicable limit and shall be charged against the immediately following Agreement Year's corresponding limit; no carryforward shall be available for application during the 1987 Agreement Year.

(3) The combination of carryover and carryforward shall not exceed 11 percent of the receiving Agreement Year's applicable limit in any Agreement Year.

(4) Carryover of shortfall (as defined in sub-paragraph 3(B)) shall not be applied to any limit until the governments of Costa Rica and the United States have agreed upon the amount of shortfall involved.

(B) For purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from Costa Rica to the United States during an Agreement Year are below any specific limit as set out in Paragraph 2. In the Agreement Year following the shortfall such exports from Costa Rica to the United States may be permitted to exceed the applicable limits, subject to conditions of

sub-paragraph 3(A), by carryover of shortfall in the following manner:

(1) The carryover shall not exceed the amount of shortfall in any applicable limit.

(2) The shortfall shall be used in the category in which the shortfall occurred.

4. The Government of Costa Rica shall use its best efforts to space exports from Costa Rica to the United States within each category evenly throughout each Agreement Year, taking into consideration normal seasonal factors.

Exports from Costa Rica in excess of authorized levels for each Agreement Year will, if allowed entry into the United States, be charged to the applicable level for the succeeding Agreement Year.

5. The Government of the United States shall each month supply the Government of Costa Rica with monthly data on imports of textiles in Category 649 from Costa Rica, and the Government of Costa Rica shall each month supply the Government of the United States with monthly data on exports of textiles in Category 649 to the United States. Both governments agree to supply promptly any other pertinent and readily available statistical data requested by the other government.

6. The Government of the United States and the Government of Costa Rica agree to consult on any question arising in the implementation of this Agreement.

7. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems

arising in the implementation of this Agreement, including differences in points of procedure or operation.

8. If the Government of Costa Rica considers that, as a result of a limitation specified in this Agreement, Costa Rica is being placed in an inequitable position vis-a-vis a third country, the Government of Costa Rica may request consultations with the Government of the United States with a view to taking appropriate remedial action, such as a reasonable modification of this Agreement, and the Government of the United States shall agree to hold such consultation.

9. The Government of the United States may assist the Government of Costa Rica in implementing the limitation provisions of the Agreement by controlling its imports of the textiles covered by the Agreement.

10. Either government may terminate the Agreement effective at the end of any Agreement Year by written notice to the other government to be given at least 90 days prior to the end of such Agreement Year. Either government may at any time propose revisions in the terms of the Agreement.

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

Enclosure: Annex A

A handwritten signature in black ink, appearing to read "Curtin Winsor, Jr.", is positioned above a small square bracket containing the number "[1]".

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<sup>1</sup> Curtin Winsor, Jr.

## Annex A

<u>Description</u>	<u>1984 Agreement Year</u>	<u>1985 Agreement Yea</u>
Category 649 Man-made fiber	2,164,030 dozen or 10,387,344 SYE	2,208,512 dozen or 10,600,858 SYE
	<u>1986 Agreement Year</u>	<u>1987 Agreement Yea.</u>
Brassieres	2,363,108 dozen or 11,342,918 SYE	2,528,526 dozen or 12,136,925 SYE

*The Costa Rican Minister of Foreign Relations to the American  
Ambassador*



REPÚBLICA DE COSTA RICA  
MINISTERIO DE RELACIONES EXTERIORES Y CULTO

Nº 053-84/DT

San José, 7 de febrero de 1984

Señor Embajador:

Tengo el honor de contestar la Nota de Vuesstra Excelencia dirigida al Sr. Ekhart Peters, Ministro a.i. de Relaciones Exteriores y Culto, de fecha 7 de febrero de 1984, cuyo texto dice:

"Su Excelencia,

Tengo el honor de referirme al Acuerdo relativo al intercambio comercial de algodón, lana y fibras sintéticas lo mismo que productos textiles entre la República de Costa Rica y los Estados Unidos de América y que está en vigencia por intercambio de Notas del 22 de setiembre de 1980, para proponer lo que sigue como renovación del Acuerdo:

1. La duración de este Acuerdo será por un término de cuatro años a partir del 1 de enero de 1984 hasta el 31 de diciembre de 1987. Cada "Año-Acuerdo" se iniciará el 1 de enero y finalizará el 31 de diciembre del mismo año.

2. Comenzando con el primer "Año-Acuerdo", y durante la subsiguiente duración del Acuerdo, el Gobierno de la República de Costa Rica limitará sus exportaciones anuales, desde Costa Rica a los Estados Unidos de América, de los productos textiles de la Categoría 649 a los límites específicos establecidos en el Anexo A, y a los reajustes que se hagan a esos límites de conformidad con el Párrafo 3. Las exportaciones estarán sujetas a los límites que corresponden al año en que son realizadas.

Los límites establecidos en el Anexo A no incluyen ningún reajuste de los permitidos en el Párrafo 3.

3. (A) En cualquier "Año-Acuerdo" las exportaciones podrán exceder hasta un máximo del 11 porciento, cualquier límite establecido en el Párrafo 2, mediante la asignación a dicho límite, para ese "Año-

A SU EXCELENCIA  
SEÑOR CURTIN WINSOR, JR  
EMBAJADOR DE LOS ESTADOS  
UNIDOS DE AMÉRICA

Acuerdo", de una cantidad no utilizada del correspondiente límite del anterior "Año-Acuerdo" ("utilización del remanente) o una porción del correspondiente límite para el siguiente "Año-Acuerdo" (utilización anticipada), sujeto a las siguientes condiciones:

- (1) La "utilización del remanente" se podrá aplicar, en la medida en que esté disponible, hasta en un 11 porcien~~to~~to de los límites para el "Año-Acuerdo" al que se va a aplicar.
- (2) La "utilización anticipada" se podrá emplear hasta en un 7 porciento de los límites para el "Año-Acuerdo" al que se va a aplicar, y se cargará contra los límites correspondientes al siguiente "Año-Acuerdo"; no se dispondrá de "utilización anticipada" para aplicarse al "Año-Acuerdo" de 1987.
- (3) La combinación de la "utilización del remanente" y de la "utilización anticipada" no podrá exceder del 11 porciento del límite para el "Año-Acuerdo" al que se va a aplicar en cualquier "Año-Acuerdo".
- (4) La transferencia de un déficit (tal como se define en el inciso 3 (B) no podrá aplicarse a ningún límite hasta que los Gobiernos de los Estados Unidos de América y de la República de Costa Rica hayan convenido sobre la cantidad del déficit en referencia.

- (B) Para los efectos del Acuerdo, un déficit ocurre cuando las exportaciones de textiles o de productos textiles de la Repúbl~~ica~~ica de Costa Rica a los Estados Unidos de América, durante un "Año-Acuerdo", son menores a cualquier límite específico según se establece en el Párrafo 2. En el "Año-Acuerdo" que sigue al d~~e~~ficit, se podrá permitir que las exportaciones de la República de Costa Rica a los Estados Unidos excedan los límites aplicables, sujeto a las condiciones anotadas en el inciso 3 (A), mediante la transferencia del déficit de la siguiente forma:

- (1) La transferencia no excederá la cantidad del déficit en ningún límite aplicable;
- (2) El déficit se utilizará en la categoría que ocurra dicho déficit.
4. El Gobierno de la República de Costa Rica tratará en todo lo posible de distribuir las exportaciones desde Costa Rica a los Estados Unidos, dentro de cada categoría, de una manera uniforme durante cada "Año-Acuerdo", teniendo en cuenta los factores normales de temporadas.
- Las exportaciones de Costa Rica que sobrepasen los niveles autorizados para cada "Año-Acuerdo", si se les permite entrar en los Estados Unidos, serán imputadas al nivel aplicable al siguiente "Año-Acuerdo".
5. El Gobierno de los Estados Unidos de América suministrará cada mes al Gobierno de la República de Costa Rica datos mensuales sobre las importaciones de textiles de la categoría 649 procedentes de Costa Rica, y el Gobierno de la República de Costa Rica suministrará cada mes al Gobierno de los Estados Unidos de América datos mensuales sobre exportaciones de textiles de la categoría 649 a los Estados Unidos. Ambos Gobiernos convienen en suministrar puntualmente todos los otros datos estadísticos pertinentes y disponibles que solicite el otro Gobierno.
6. Los Gobiernos de la República de Costa Rica y de los Estados Unidos de América convienen en celebrar consultas sobre cualesquiera asuntos que resulten de la puesta en práctica del Acuerdo.
7. Se podrán concertar arreglos administrativos, mutuamente satisfactorios, destinados a resolver problemas menores que resulten de la puesta en práctica del presente Acuerdo, incluyendo las diferencias sobre cuestiones de procedimiento u operación.

8. Si el Gobierno de la República de Costa Rica estima que, como resultado de una limitación especificada en el presente Acuerdo, se coloca a Costa Rica en una posición de desigualdad frente a un tercer país, el Gobierno de la República de Costa Rica podrá solicitar la celebración de consultas con el Gobierno de los Estados Unidos de América, a fin de que se adopten las medidas apropiadas, como una modificación razonable de este Acuerdo, y el Gobierno de los Estados Unidos de América convendrá en celebrar dichas consultas.
9. El Gobierno de los Estados Unidos de América podrá ayudar al Gobierno de la República de Costa Rica en la puesta en práctica de las disposiciones limitativas del Acuerdo, controlando sus importaciones de los textiles contenidos en el Acuerdo.
10. Cualquiera de los dos países podrá dar por terminado el Acuerdo al final de cualquier "Año-Acuerdo", mediante notificación por escrito al otro Gobierno, la cual deberá transmitirse por lo menos 90 días antes del final de tal "Año-Acuerdo. Cualquiera de los dos Gobiernos podrá proponer, en cualquier momento, revisiones de los términos de Acuerdo.

Le ruego aceptar, Excelencia, las reiteradas muestras de mi más alta estima y consideración".

ADJUNTO : Anexo A.

Me complace comunicarle la conformidad del Gobierno de Costa Rica con la propuesta anterior. En consecuencia, la Nota de Vuestra Excelencia y la presente constituyen un acuerdo entre nuestros dos países que entrará en vigor en esta fecha.

Aprovecho la oportunidad para reiterar al señor Embajador de los Estados Unidos de América, las seguridades de mi más alta y distinguida consideración.



EKHART PETERS

Ministro de Relaciones Exteriores y Culto a.i.

JCC/ava.

## ANEXO A

<u>Descripción</u>	<u>Año-Acuerdo 1984</u>	<u>Año-Acuerdo 1985</u>
Categoría 649	2.164.030 docenas	2.208.512 docenas
Sostenes de fibras	0	0
Sintéticas	10.387.344 EYC*	10.600.858 EYC
	<u>Año-Acuerdo 1986</u>	<u>Año-Acuerdo 1987</u>
	2.363.108 docenas	2.528.526 docenas
	0	0
	11.342.918 EYC	12.136.925 EYC

\*EYC: Equivalente en Yardas Cuadradas.

## TRANSLATION

Republic of Costa Rica  
Ministry of Foreign Relations and Worship

No. 053-84/DT

San Jose, February 7, 1984

Mr. Ambassador:

I have the honor to reply to Your Excellency's note of February 7, 1984, to Mr. Ekhart Peters, Minister ad interim of Foreign Affairs and Worship, which reads as follows:

[For text of the U.S. note, see pp. 4532-4536.]

I am pleased to inform you that the Government of Costa Rica is in agreement with the aforementioned proposal.

His Excellency  
Curtin Winsor, Jr.,  
Ambassador of the United States of America.

Consequently, Your Excellency's note and this reply shall constitute an agreement between our two countries which shall enter into force on today's date.

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

[Signature].

Ekhart Peters  
Minister of Foreign Relations  
and Worship ad interim

## **COSTA RICA**

### **Trade in Textiles and Textile Products: Consultative Mechanism**

*Agreement effected by exchange of notes  
Signed at San Jose February 7, 1984;  
Entered into force February 7, 1984;  
Effective January 1, 1984.*

*The American Ambassador to the Costa Rican Minister of Foreign  
Relations*

/February 7, 1984/

No. 022

I have the honor to refer to the Agreement on a Consultative Mechanism relating to trade in cotton, wool and man-made fiber textiles and textile products between the Republic of Costa Rica and the United States of America effected by exchange of notes September 22, 1980,<sup>[1]</sup> and to propose the following as a renewal of that Agreement:

1. The term of the Agreement on a Consultative Mechanism shall be the four year period from January 1, 1984, through December 31, 1987. Each "Agreement Year" shall begin on January 1 and end on December 31 of the same year.

2.(A) In the event that the Government of the United States believes that imports from Costa Rica in any category or categories in Annex A not covered by specific limits are, due to market disruption or the threat thereof, threatening to impede the orderly development of trade between the two countries, the Government of the United States may request consultations with the Government of Costa Rica with a view to avoiding such market

His Excellency

Sr. Ekhart Peters Seavers

Minister of Foreign Relations, a.i.,

San José

<sup>1</sup> Not printed.

disruption. The Government of the United States shall provide the Government of Costa Rica at the time of the request with the data which in the view of the Government of the United States shows:

- (1) The existence of market disruption, or the threat thereof, and
- (2) The role of exports from Costa Rica in that disruption.

(B) Within 30 days of receipt of the request for consultations, the Government of Costa Rica agrees to set a date for consultations with the Government of the United States. Both governments agree to make every effort to reach agreement on a mutually satisfactory resolution of the issue within 90 days of the receipt of the request.

(C) During the 90 day period the Government of Costa Rica agrees to hold its shipments to the United States in the pertinent category or categories to a level no greater than 35 percent of the amount entered in the first 12 of the most recent 14 months preceding the date of request.

(D)(1) If no mutually satisfactory solution is reached in consultations, the Government of the United States may establish a specific limit for the category or categories concerned, the level of which will not be less than the amount entered during the first 12 of the most recent 14 months preceding the date of request plus 20 percent in the case of cotton and man-made fiber categories or plus 6 percent in the case of wool categories.

(2) Any specific limit established pursuant to this Paragraph will increase in succeeding Agreement Years

by 7 percent per year in the case of cotton and man-made fiber categories and by one percent per year in the case of wool categories.

3. The system of categories and rates of conversion into square yard equivalents (SYE) listed in Annex A shall apply in implementing the Agreement and any levels that might be established thereunder.

4.(A) Tops, yarns, piece goods, made-up articles, garments and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool, man-made fibers, or blends thereof, in which any or all of these fibers in combination represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to the Agreement.

(B) For purposes of the Agreement textiles and textile products shall be classified as cotton, wool, or man-made fiber textiles if wholly or in chief value of any of these fibers.

(C) Any product covered by sub-paragraph 4(A) but not in chief value of cotton, wool, or man-made fiber shall be classified as:

- (I) Cotton textiles if containing 50 percent or more by weight of cotton or if the cotton-component exceeds by weight the wool and man-made fiber components;
- (II) Wool textiles if not cotton and the wool equals or exceeds 17 percent by weight of all component fibers;
- (III) Man-made fiber textiles if neither of the foregoing applies.

5. The Government of the United States shall promptly supply the Government of Costa Rica with monthly data on the import of textiles from Costa Rica, and the Government of Costa Rica shall promptly supply the Government of the United States with monthly data on exports of textiles to the United States. Each government agrees to supply promptly any other pertinent and readily available statistical data requested by the other government.

6. The Government of the United States and the Government of Costa Rica agree to consult on any question arising in the implementation of the Agreement.

7. Either government may terminate the Agreement effective at the end of any Agreement Year by written notice to the other government to be given at least 90 days prior to the end of such Agreement Year. Either government may at any time propose revisions in the terms of the Agreement.

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

Enclosure: Annex A

A handwritten signature in black ink, appearing to read "Curtin Winsor, Jr.", is positioned above a small square bracket containing the superscript '1'.  
[<sup>1</sup>]

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<sup>1</sup> Curtin Winsor, Jr.

## Annex A

Note: -- M and B Men's and Boys'  
 -- W, G, and I Women's, Girls' and Infants'  
 -- N.K. Not Knit

Category	Description	Conversion Factor	Unit of Measure
<u><b>Yarn</b></u>			
Cotton			
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
<u><b>Wool</b></u>			
400	Tops and Yarns	2.0	Lb.
<u><b>Man-made fibers</b></u>			
600	Textured	3.5	Lb.
601	Cont. Cellulosic	5.2	Lb.
602	Cont. Noncellulosic	11.6	Lb.
603	Spun cellulosic	3.4	Lb.
604	Spun noncellulosic	4.1	Lb.
605	Other yarns	3.5	Lb.
<u><b>Fabric</b></u>			
Cotton			
310	Gingham	1.0	SYD.
311	Velveteens	1.0	SYD.
312	Corduroy	1.0	SYD.
313	Sheeting	1.0	SYD.
314	Broadcloth	1.0	SYD.
315	Printcloths	1.0	SYD.
316	Shirtings	1.0	SYD.
317	Twills and sateens	1.0	SYD.
318	Yarn-dyed	1.0	SYD.
319	Duck	1.0	SYD.
320	Other fabrics, N.K.	1.0	SYD.
Wool			
410	Woolens and worsted	1.0	SYD.
411	Tapestries and upholstery	1.0	SYD.
425	Knit	2.0	Lb.
429	Other fabrics	1.0	SYD.
<u><b>Man-made Fiber</b></u>			
610	Continuous Cellulosic, N.K.	1.0	SYD.
611	Spun Cellulosic, N.K.	1.0	SYD.
612	Continuous Non-Cellulosic, N.K.	1.0	SYD.
613	Spun Non-Cellulosic, N.K.	1.0	SYD.
614	Other fabrics, N.K.	1.0	SYD.
625	Knit	7.8	Lb.
626	Pile and tufted	1.0	SYD.
627	Specialty	7.8	Lb.

Apparel

Cotton			
330	Handkerchiefs	1.7	Dz.
331	Gloves	3.5	Dpr.
332	Hosiery	4.6	Dpr.
333	Suit-type coats, M and B	36.2	Dz.
334	Other coats, M and B	41.3	Dz.
335	Coats, W,G, and I	41.3	Dz.
336	Dresses (including uniforms)	45.3	Dz.
337	Playsuits, sunsuits, washsuits, creepers, rompers, etc.	25.0	Dz.
338	Knit shirts (including t-shirts, other and sweatshirts) M and B	7.2	Dz.
339	Knit shirts and blouses (including t-shirts, other, and sweatshirts), W,G, and I	7.2	Dz.
340	Shirts, N.K.	24.0	Dz.
341	Blouses, N.K.	14.5	Dz.
342	Skirts	17.8	Dz.
345	Sweaters	36.8	Dz.
347	Trousers, slacks and shorts (outer), M and B	17.8	Dz.
348	Trousers, slacks and shorts (outer), W, G, and I	17.8	Dz.
349	Brassieres	4.8	Dz.
350	Dressing gowns, including bath robes and beach house coats and dusters	51.0	Dz.
351	Nightwear	52.0	Dz.
352	Underwear	11.0	Dz.
353	Down and feather-filled coats, jackets, vests, M and B	41.3	Dz.
354	Down and feather-filled coats, jackets, vests, W,G, and I	41.3	Dz.
359	Other apparel	4.6	Lb.
Wool			
431	Gloves	2.1	Dpr.
432	Hosiery	2.8	Dpr
433	Suit-type coats, M and B	36.0	Dz.
434	Other coats, M and B	54.0	Dz.
435	Coats, W,G, and I	54.0	Dz.
436	Dresses	49.2	Dz.
438	Knit shirts and blouses	15.0	Dz.
440	Shirts and blouses N.K.	24.0	Dz.
442	Skirts	18.0	Dz.
443	Suits, M and B	54.0	Dz.
444	Suits, W,G, and I	54.0	Dz.
445	Sweaters, M and B	14.88	Dz.

446	Sweaters, W,G, and I	14.88	Dz.
447	Trousers, slacks and shorts (outer), M and B	18.0	Dz.
448	Trousers, slacks and shorts (outer), W,G, and I	18.0	Dz.
459	Other wool apparel	2.0	Lb.
<b>Man-Made Fiber</b>			
630	Handkerchiefs	1.7	Dz.
631	Gloves	3.5	Dpr.
632	Hosiery	4.6	Dpr.
633	Suit-type coats, M and B	36.2	Dz.
634	Other coats,M and B	41.3	Dz.
635	Coats, W,G, and I	41.3	Dz.
636	Dresses	45.3	Dz.
637	Playsuits,sunsuits washsuits, etc.	21.3	Dz.
638	Knit shirts (including t-shirts), M and B	18.0	Dz
639	Knit shirts (including t-shirts), W,G, and I	15.0	Dz.
640	Shirts, N.K.	24.0	Dz.
641	Blouses, N.K.	14.5	Dz.
642	Skirts	17.8	Dz.
643	Suits, M and B	54.0	Dz.
644	Suits, W,G, and I	54.0	Dz.
645	Sweaters, M and B	36.8	Dz.
646	Sweaters, W,G, and I	36.8	Dz.
647	Trousers, M and B	17.8	Dz.
648	Trousers, slacks, shorts (outer), W,G, and I	17.8	Dz.
649	Brassieres, etc.	4.8	Dz.
650	Dressing gowns, including bath and beach robes	51.0	Dz.
651	Pajamas and other nightwear	52.0	Dz.
652	Underwear	16.0	Dz.
653	Down and feather- filled coats, jackets, vests, M and B	41.3	Dz.
654	Down and feather- filled coats, jackets vests, W,G, and I	41.3	Dz.
659	Other apparel	7.8	Lb.

Made-ups and  
Misc.Cotton

360	Pillowcases	1.1	No.
361	Sheets	6.2	No.
362	Bedspreads and quilts	6.9	No.
363	Terry and other pile towels	0.5	No.
369	Other cotton manufactures	4.6	Lb.

Wool

464	Blankets and auto robes	1.3	Lb.
465	Floor coverings	0.1	SFT.
469	Other wool manufactures	2.0	Lb.

Man-made fibers

665	Floor coverings	0.1	SFT.
666	Other furnishings	7.8	Lb.
669	Other man-made manufactures	7.8	Lb.

*The Costa Rican Minister of Foreign Relations to the American  
Ambassador*



REPÚBLICA DE COSTA RICA  
MINISTERIO DE RELACIONES EXTERIORES Y CULTO

Nº 066-84/DT

San José, 7 de febrero de 1984

Señor Embajador:

Tengo el honor de contestar la Nota de Vuestra Excelencia dirigida al Sr. Ekhart Peters, Ministro a.i. de Relaciones Exteriores y Culto, de fecha 7 de febrero de 1984, cuyo texto dice:

"Su Excelencia,

Tengo el honor de referirme al Acuerdo de Mecanismos de Implementación referente al intercambio comercial de algodón, lana y fibras sintéticas lo mismo que de productos sintéticos entre la República de Costa Rica y los Estados Unidos de América en vigencia por intercambio de Notas del 22 de setiembre de 1980, y para proponer lo que sigue como renovación del Acuerdo:

1. La duración del Acuerdo será de cuatro años, contados a partir del 1 de enero de 1984 hasta el 31 de diciembre de 1987. Cada "Año-Acuerdo" comenzará el 1 de enero y terminará el 31 de diciembre del mismo año.

2. a) En el caso de que el Gobierno de los Estados Unidos de América crea que las importaciones desde la República de Costa Rica, clasificadas dentro de la Categoría o Categorías contenidas en el Anexo A no cubiertas por Límites Específicos, amenacen impedir, por razón de una alteración del mercado o riesgo de lo mismo, el desarrollo ordenado del comercio entre los dos países, el Gobierno de los Estados Unidos de América podrá solicitar la celebración de consultas con el Gobierno de la República de Costa Rica, con el fin de evitar tal alteración del mercado. El Gobierno de los Estados Unidos de América proporcionará al Gobierno de la República de Costa Rica, en el momento de presentar dicha solicitud, los datos que, en opinión del Gobierno de los Estados Unidos de América demuestren: 1) La existencia de una alteración del mercado o riesgo de lo mismo y 2) el papel que juegan las exportaciones de la República de Costa Rica en dicha alteración.

A SU EXCELENCIA  
SEÑOR CURTIN WINSOR, JR  
EMBAJADOR DE LOS ESTADOS  
UNIDOS DE AMERICA.-

b) Dentro de un plazo de 30 días a partir de la fecha de recibo de la solicitud de consultas, el Gobierno de la República de Costa Rica aceptará fijar una fecha para las consultas con el Gobierno de los Estados Unidos de América. Ambos Gobiernos convienen en hacer todos los esfuerzos por llegar a un acuerdo para la solución mutuamente satisfactoria del asunto dentro de un plazo de 90 días a partir de la fecha de recibo de la solicitud.

c) Durante el plazo de 90 días, el Gobierno de la República de Costa Rica conviene en restringir sus envíos a los Estados Unidos en la Categoría o Categorías pertinentes, a un nivel no mayor del 35 porciento de la cantidad admitida, en los primeros 12 de los 14 meses precedentes a la fecha de solicitud.

d) 1) De no llegarse a una solución mutuamente satisfactoria mediante consultas, el Gobierno de los Estados Unidos de América podrá establecer un límite específico para la Categoría correspondiente, cuyo nivel no será menor a la cantidad admitida durante los primeros 12 de los 14 meses previos a la fecha de solicitud, más el 20 porciento en el caso de las categorías de algodón y fibras sintéticas, o más el 6 porciento en el caso de las categorías de lana.

2) Cualquier límite específico establecido en virtud de este párrafo aumentará en los años sucesivos del Acuerdo en un 7 porciento por año en el caso de las categorías de algodón y fibras sintéticas, y en un 1 porciento por año en el caso de las categorías de lana.

3. El sistema de categorías y factores de conversión a yardas cuadradas enumeradas en el Anexo A se aplicarán al poner en práctica el Acuerdo y cualesquiera escalas que puedan ser establecidas bajo éste.

4. a) Las mechas, hilazas, géneros que se venden por piezas, confecciones, prendas de vestir y otros productos textiles manufacturados (siendo productos que derivan sus principales características de sus componentes textiles) de algodón, lana, fibras sintéticas o mezcla de los mismos, en los que cualquiera o todas estas fibras en combinación representan el principal valor de la fibra o el 50 porciento o más por peso (o el 17 porciento o más de su peso en lana) del producto, estarán sujetas al Acuerdo.

- b) Para los efectos del Acuerdo, los textiles o productos textiles serán clasificados como textiles de algodón, lana o fibras sintéticas ya sea que contengan uno de estos productos en su totalidad o cuyo valor principal conste de cualquiera de estas fibras.
- c) Cualesquier productos contenidos en el inciso a), pero cuyo valor principal no conste de algodón, lana o fibras sintéticas, serán clasificados como:
- (i) Textiles de algodón, si ellos contienen un 50 porciento o más por peso de algodón, o si la parte de algodón excediera por peso a la lana y a las fibras sintéticas;
  - (ii) Textiles de lana, (entendiéndose que se excluyen las mezclas de algodón del párrafo (i) immediatamente anterior), y si la lana es igual o excediese el 11 porciento por peso de todas las fibras componentes;
  - (iii) Textiles de fibra sintética, aquellos no incluidos en ninguno de los casos anteriores.

5. El Gobierno de los Estados Unidos de América suministrará puntualmente al Gobierno de la República de Costa Rica datos mensuales sobre las exportaciones de textiles a los Estados Unidos. Cada uno de los Gobiernos conviene en suministrar puntualmente todos los otros datos estadísticos pertinentes y disponibles que solicite el otro gobierno.

6. Los Gobiernos de los Estados Unidos de América y de la República de Costa Rica convienen en celebrar consultas sobre cualesquier asuntos que resulten de la puesta en práctica del Acuerdo.

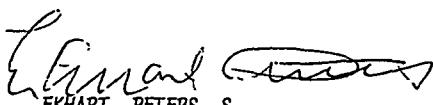
7. Cualquiera de los dos países podrá dar por terminado el Acuerdo al final de cualquier "Año-Acuerdo", mediante notificación por escrito al otro Gobierno, la cual deberá transmitirse por lo menos 90 días antes del final de tal "Año-Acuerdo". Cualquiera de los dos Gobiernos podrá proponer, en cualquier momento, revisiones de los términos del Acuerdo.

Le ruego aceptar, Excelencia, las reiteradas muestras de mi más alta estima y consideración".

Adjunto: Anexo A.

Me complace comunicarle la conformidad del Gobierno de Costa Rica con la propuesta anterior. En consecuencia, la Nota de Vuestra Excelencia y la presente constituyen un acuerdo entre nuestros dos países que entra rá en vigor en esta fecha.

Aprovecho la oportunidad para reiterar al señor Embajador de los Estados Unidos de América, las seguridades de mi más alta y distinguida consideración.

  
EKHART PETERS S.  
Ministro de Relaciones Exteriores y Culto a.i.

JC/sps

## ANEXO A

## Notas

- H y N Hombres y Niños
- H, Na, e I Mujeres, Niñas e Infantes
- N.P. No. de Punto
- YC Yardas Cuadradas
- PC Pies Cuadrados

CATEGORIA	DESCRIPCION	FACTOR DE CONVERSION	UNIDAD DE MEDIDA
<u>Hilazas</u>			
<u>Algodón</u>			
300	Cardadas	4.6	Libra
301	Peinadas	4.6	Libra
<u>Lana</u>			
400	Mechas e Hilazas	2.0	Libra
<u>Fibras Sintéticas</u>			
600	Texturizadas	3.5	Libra
601	Cont. Celuloso	5.2	Libra
602	Cont. No-Celuloso	11.6	Libra
603	Hilado Celuloso	3.4	Libra
604	Hilado No-Celuloso	4.1	Libra
605	Otras Hilazas	3.5	Libra
<u>Telas</u>			
<u>Algodón</u>			
310	Ginghams (Guingas)	1.0	YC
311	Velveteens (Velludillos)	1.0	YC
312	Pana	1.0	YC
313	Lencería (Sheeting)	1.0	YC
314	Broadcloth (Paño fino de mts de 29 pulgadas de ancho)	1.0	YC
315	Printcloth (Estampados)	1.0	YC
316	Telas para camisas	1.0	YC
317	Telas Curzadas y Satines	1.0	YC
318	Hilazas Teñidas	1.0	YC
319	Dril	1.0	YC
320	Otras Telas, N.P.	1.0	YC
<u>Lana</u>			
410	Lanas y Estambres	1.0	YC
411	Tapicería y Tela para cu- brir muebles	1.0	YC
425	De Punto	2.0	Libra
429	Otras Telas	1.0	YC
610	Cont. Celuloso, N.P.	1.0	YC
611	Hilado Celuloso, N.P.	1.0	YC
612	Cont. No-Celuloso, N.P.	1.0	YC
613	Hilado No-Celuloso	1.0	YC
614	Otras Telas, N.P.	1.0	YC
625	Punto	7.8	Libra
626	Peluza y Penachudo	1.0	YC
627	Especialidades	7.8	Libra

Confecciones

<b>Algodón</b>			
330	Pañuelos	1.7	Docena
331	Guantes	3.5	Docena de Pares
332	Calcetería	4.6	Docenas de Pares
333	Saco estilo traje H y N	36.2	Docena
334	Otros sacos, H y N	41.3	Docena
335	Sacos, M, Na e I	41.3	Docena
336	Vestidos, incluyendo uniformes	45.3	Docena
337	Vestidos para juego, vestidos para tomar sol, vestidos para lavar, vestidos para gatear	25.0	Docena
338	Camisas de Punto, incluyendo Camisetas T-Shirt Sudaderas y Otras, H y N	7.2	Docena
339	Camisas y Blusas de Punto incluyendo camisetas T-Shirt, Sudaderas y Otras, M y Na	7.2	Docena
340	Camisas, N.P.	24.0	Docena
341	Blusas, N.P.	14.5	Docena
342	Faldas	17.8	Docena
345	Suéters	36.8	Docena
347	Pantalones largos y cortos de uso exterior, H y N	17.8	Docena
348	Pantalones largos y cortos de uso exterior M, Na e I.	17.8	Docena
349	Sostenes	4.8	Docena
350	Batas, incluyendo Batas de Levantarse, Batas para Entrecasa, Batas para la Playa y Batas Guardapolvos	51.0	Docena
351	Prendas de Dormir	52.0	Docena
352	Roja interior	11.0	Docena
353	Abrigos con relleno de plumas, jackets y chalecos H y N	41.3	Docena
354	Abrigos con relleno de plumas, jackets y chalecos, M, Na e I	41.3	Docena
359	Otras Prendas de Vestir	4.6	Líbra
<b>Lana</b>			
431	Guantes	2.1	Docena de pares
432	Calcetería	2.8	Docena de Pares
433	Saco estilo Traje H y N	36.0	Docena
434	Otros abrigos, H y N	54.0	Docena
435	Abrigos, M, Na e I	54.0	Docena
436	Vestidos	49.2	Docena
438	Camisas y Blusas de Punto	15.0	Docena
440	Camisas y Blusas, N.P.	24.0	Docena
442	Faldas	18.0	Docena
443	Traje entero, H y N	54.0	Docena
444	Traje entero, M, Na e I	54.0	Docena
445	Suéters, H y N	14.88	Docena
446	Suéters, M, Na e I	14.88	Docena
447	Pantalones largos y cortos de uso exterior, H y N.	18.0	Docena

448	Pantalones largos y cortos de uso exterior M, Na e I	18.0	Docena
459	Otras Prendas de Vestir de Lana	2.0	Libra
	<b>Fibras Sintéticas</b>		
630	Pañuelos	1.7	Docena
631	Guantes	3.5	Docenas de Pares
632	Calcetería	4.6	Docenas de Pares
633	Sacos estillo Traje, H y N	36.2	Docena
634	Otros Sacos, H y N	41.3	Docena
635	Sacos, M, Na e I	41.3	Docena
636	Vestidos	45.3	Docena
637	Vestidos para Juego Vestidos para tomar el sol	21.3	Docena
638	Vestidos para Lavar Camisas de Punto, incluyendo Camisetas T-Shirt H y N	18.0	Docena
639	Camisas de Punto, incluyendo Camisetas T-Shirt M, Na e I	15.0	Docena
640	Camisas, N.P.	24.0	Docena
641	Blusas, N. P	14.5	Docena
642	Faldas	17.8	Docena
643	Trajes, H y N	54.0	Docena
644	Trajes, M, Na e I	54.0	Docena
645	Súters, H y N	36.8	Docena
646	Súters, M, Na e I	36.8	Docena
647	Pantalones, H y N	17.8	Docena
648	Pantalones largos y cortos, de uso exterior, M, Na e I	17.8	Docena
649	Sostenes, etc.	4.8	Docena
650	Batas de Levantarse, incluyendo Batas de Baño y Batas de Playa	51.0	Docena
651	Pijamas y Otras Prendas de Dormir	52.0	Docena
652	Ropa Interior	16.0	Docena
653	Abrigos con relleno de plumas, Jackets y Abrigos, H y N	41.3	Docena
654	Abrigos con relleno de plumas, Jackets y Abrigos, M, Na e I	41.3	Docena
659	Otras Prendas de Vestir	7.8	Libra

Misceláneos

<b>Algodón</b>			
360	Fundas	1.1	Número
361	Sábanas	6.2	Número
362	Cubrecamas y Colchas	6.9	Número
363	Toallas Terry y Otras	0.5	Número
	Toallas de Pelusa		
369	Otras Manufacturas de Algodón	4.6	Libra
 <b>Lana</b>			
464	Frazadas y Mantas para automóviles	1.3	Libra
465	Cubrimientos para Pisos	0.1	PC
469	Otras Manufacturas de Lana	2.0	Libra
 <b>Fibras sintéticas</b>			
665	Cubrimientos para Pisos	0.1	PC
666	Otros Enseres	7.8	Libra
669	Otras Manufacturas de Fibra Sintética	7.8	Libra

## TRANSLATION

Republic of Costa Rica  
Ministry of Foreign Relations and Worship

No. 066-84/DT

San Jose, February 7, 1984

Mr. Ambassador:

I have the honor to reply to Your Excellency's note of February 7, 1984, to Mr. Ekhart Peters, Minister ad interim of Foreign Relations and Worship, which reads as follows:

[For text of the U.S. note, see pp. 4546-4553.]

I am pleased to inform you that the Government of Costa Rica is in agreement with the aforementioned proposal. Consequently, Your Excellency's note and this reply shall constitute an agreement between our two countries which shall enter into force on today's date.

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

[Signature]

Ekhart Peters S.

Minister of Foreign Relations  
and Worship ad interim

His Excellency  
Curtin Winsor, Jr.,  
Ambassador of the United States of America.

# **SOCIALIST REPUBLIC OF ROMANIA**

## **Finance: Consolidation and Rescheduling of Certain Debts**

*Agreement signed at Bucharest February 15, 1984;  
Entered into force April 16, 1984.*

AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND THE SOCIALIST REPUBLIC OF ROMANIA  
REGARDING THE CONSOLIDATION AND RESCHEDULING  
OF CERTAIN DEBTS OWED TO, GUARANTEED OR INSURED  
BY THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (the "United States") and the Socialist Republic of Romania ("Romania") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the agreed Minute on the Consolidation of Romania's Debts, signed at Paris on 18 May 1983 by representatives of certain nations, including the United States, and agreed to by the representative of Romania, the United States and Romania hereby agree to consolidate and reschedule certain Romanian payments with respect to debts which are owed to, guaranteed by or insured by Agencies of the United States Government, as provided for in this Agreement.
2. This Agreement shall be implemented by separate agreements (the "Implementing Agreements") between Romania and the Export-Import Bank of the United States, and between Romania and the Commodity Credit Corporation.

## ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements, listed in Annex A, which have U.S. dollar denominated maturities originally falling due during the period 1 January 1983 through 31 December 1983, and which relate to loans or commercial credits extended, guaranteed or insured by Agencies of the United States Government, which loans or commercial credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before 1 January 1982.
2. "Debt" means the sum of unpaid principal, with respect to the Contracts falling due between 1 January 1983 and 31 December 1983 inclusive, other than amounts falling due pursuant to the rescheduling agreement signed March 31, 1983.<sup>[1]</sup> It is understood that, for Debt which is guaranteed by the Commodity Credit Corporation, this Agreement will apply only to that portion of such payments of principal which is covered by a payment guarantee.
3. "Consolidated Debt" means sixty percent of the United States dollar amount of the Debt. "Non-consolidated Debt" means the remaining forty percent of the Debt.
4. "Interest" means interest on (a) Debt due and payable in accordance with the terms of the Implementing Agreements to this agreement and (b) any due and unpaid installments of Interest accruing thereon.

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<sup>[1]</sup>Should read "March 10, 1983." TIAS 10683; 35 UST 684.

5. "Agencies" mean the Export-Import Bank of the United States and the Commodity Credit Corporation.
6. "Business Day" means a day on which the Federal Reserve Bank of New York is open for business.
7. "Interest Payment Date(s)" means June 30 and December 31 of each year provided that in the event an Interest Payment Date is not a Business Day, then the next Business Day after June 30 and December 31, as the case may be, shall be the Interest Payment Date.
8. "Interest Period" means the six-month period ending on each Interest Payment Date.

### ARTICLE III

#### Terms and Conditions of Payment

1. Romania agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:
  - (a) The Consolidated Debt, which amounts to approximately \$26.6 million, shall be repaid in seven equal and consecutive semi-annual installments of approximately \$3.80 million. Principal payments are payable on each 30 June and 31 December, commencing on 31 December 1986, with the final installment payable on 31 December 1989.
  - (b) For the Export-Import Bank of the United States, the rate of Interest on Consolidated Debt and on any due but

unpaid Interest accruing thereon for each Interest Period, shall be determined by the Export-Import Bank prior to such Interest Period and notified to Romania and shall be equal to one half of one percent over the per annum rate of interest fixed from time to time for new medium-term Eximbank borrowings, which is in effect on the last Business Day of the preceding Interest Period; provided, however, that the interest rate payable on the Interest accruing during the Interest Period comprising the first six months of calendar year 1983 shall be 11.168 percent per annum and the interest rate payable on the Interest accruing during the Interest Period comprising the last six months of calendar year 1983 shall be 11.208 percent per annum.

(c) For the Commodity Credit Corporation the rate of Interest on Consolidated Debt shall be determined on an annual basis and will be based on the appropriate rate which reflects the cost of borrowing by the Corporation. For Interest accruing in calendar year 1983 the rate shall be 11 percent per annum. For Interest accruing in calendar year 1984 and in subsequent years, the Commodity Credit Corporation shall notify Romania of the applicable rate no more than thirty days after the beginning of such calendar year.

(d) All Interest with respect to the Consolidated Debt shall begin to accrue at the interest rate specified in Article III 1.(b) or (c), as the case may be, from the respective due dates specified in each of the Contracts for each originally scheduled payment of the Consolidated Debt, and shall continue to accrue at such interest rate on the outstanding balance of the Consolidated Debt, including any due but unpaid installments of the Consolidated Debt, until such outstanding balances are repaid in full, provided that Interest on the Consolidated Debt guaranteed by the Commodity Credit Corporation shall begin to accrue from the date the Corporation makes payment. All Interest shall be payable semi-annually on the Interest Payment Dates commencing on 31 December 1983. Interest shall also begin to accrue at the above interest rates on due but unpaid installments of Interest, on the respective due dates for such Interest installments as established hereby and shall continue until such amounts are paid in full.

(e) A table summarizing the amounts of the Consolidated Debt owed to the United States and its Agencies is attached hereto as Annex B.

2. Romania agrees to repay the Non-consolidated Debt in United States dollars in accordance with the following terms and conditions:

- (a) Thirty (30) percent of the Debt, which amounts to approximately \$13.3 million, will be made in accordance with the schedules of principal in the Contracts, provided that payments of such Non-consolidated Debt, due but unpaid as of 31 May 1983, plus Interest, will be made as soon as possible and in any case prior to 30 November 1983.
- (b) Ten (10) percent of the Debt which amounts to approximately \$4.4 million will be paid on 30 November 1984.
- (c) For the Export-Import Bank of the United States, the rate of Interest on the Non-consolidated Debt, due but unpaid as of 31 May 1983, shall be determined as set forth in Article III 1.(b) of this Agreement. All Interest with respect to Non-consolidated Debt, due but unpaid as of 31 May 1983, shall begin to accrue from the respective due dates specified in each of the Contracts for each originally scheduled payment of such Non-consolidated Debt and shall continue to accrue at the interest rate specified herein on the outstanding balance of such Non-consolidated Debt, including any due but unpaid installments of such Non-consolidated Debt, until such outstanding balances are repaid in full.
- (d) For the Commodity Credit Corporation, the rate of interest on due but unpaid installments of Non-consolidated Debt which is guaranteed by the Commodity Credit Corporation, and on any due but unpaid Interest thereon,

shall be the same as the rate of Interest established by the Commodity Credit Corporation under the provisions contained in Article III 1.(c) of this Agreement. The rate of Interest on due but unpaid installments of Non-consolidated Debt due the Commodity Credit Corporation for direct credits shall be the same as the rates established in the Contracts. Interest with respect to Non-consolidated Debt due for direct credits shall begin to accrue from the original due dates specified in the Contracts. Interest with respect to Non-consolidated Debt guaranteed by the Commodity Credit Corporation shall begin to accrue from the date the Corporation makes payment. All Interest shall continue to accrue at the interest rate specified herein on the balance of such Non-consolidated Debt, including any due but unpaid installments of such Non-consolidated Debt, until such outstanding balances are repaid in full.

(e) A table summarizing the amounts of Non-consolidated Debt owed to the United States Government Agencies is attached hereto as Annex C.

3. It is understood that the Government of Romania will be informed of any adjustments that may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt.

## ARTICLE IV

GENERAL PROVISIONS

1. Romania agrees to grant to the Agencies, and to any other creditor which is party to a Contract, treatment no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.
2. Romania agrees to grant the Agencies, and to any other creditor which is party to a Contract, treatment comparable to that which may be accorded to any private creditor of Romania for the rescheduling or refinancing of debt with terms and maturities comparable to the terms and maturities of the debts covered by the Minute.
3. Except to the extent inconsistent with the Implementing Agreements to this Agreement, all terms of the Contracts remain unchanged.
4. Romania undertakes to pay all debt service due and not paid, and owed to or guaranteed by the United States Government and its Agencies, and not covered by this Agreement, no later than November 30, 1983.

## ARTICLE V

Entry into Force

1. This Agreement shall enter into force upon receipt by Romania of written notice from the United States Government that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled.<sup>[1]</sup>

Done at Bucharest, in duplicate, this 15th day of February, 1984.

FOR THE UNITED STATES OF AMERICA

*David B. Funderburk* [2]

FOR THE SOCIALIST REPUBLIC OF ROMANIA

*Petre Gigea* [3]

<sup>1</sup> Apr. 16, 1984.

<sup>2</sup> David B. Funderburk.

<sup>3</sup> Petre Gigea.

## Annex A

## Contracts Subject to Rescheduling

<u>Export-Import Bank Loan Numbers</u>			
4484	6424	20515	20986
4503	6458	20676	21003
4537	6534	20709	21065
4537A	6558	20710	21145
4781	6600	20878	21195
5379	7022	20883	6712-1
6209	14373	20929	6712-1-A
6367	20060	20930	6711-1
	20514	20931	6711-2
		20966	6711-3
			6711-4

Commodity Credit Corporation  
Export Credit Sales Agreement  
and Export Credit Guarantee Agreements

GSM-5-23200  
GSM-102-815  
GSM-102-1125  
GSM-102-1157  
GSM-102-1169  
GSM-102-1170  
GSM-102-1243

## Annex B

Summary of Consolidated Debt\*  
(thousands of U.S. dollars)

Export-Import Bank	14,416
Commodity Credit Corporation	12,208
<b>TOTAL</b>	<b>26,624</b>

\*Data are rounded and subject to revision per Article III,  
paragraph 3.

## Annex C

Summary of Non-consolidated Debt\*  
(thousands of U.S. dollars)

Export-Import Bank	9,611
Commodity Credit Corporation	8,138
<b>TOTAL</b>	<b>17,749</b>

\*Data are rounded and subject to revision per Article III,  
paragraph 3.

# CANADA

## Trade: Safeguards

*Understanding effected by exchange of letters  
Signed at Washington February 17, 1984;  
Entered into force February 17, 1984.  
With related letter.*

*The United States Trade Representative to the Canadian Minister for  
International Trade*

THE UNITED STATES TRADE REPRESENTATIVE  
WASHINGTON  
20506

February 17, 1984

The Honorable Gerald Regan  
Minister for International Trade  
Department of External Affairs  
Ottawa, Canada

Dear Mr. Minister:

I am pleased to note that the governments of the United States and Canada have reached an understanding on safeguards. The understanding, which is set forth in the attached text, elaborates on GATT<sup>[1]</sup> Article XIX procedures to be followed on a bilateral, reciprocal basis between our two countries. The understanding specifically states that neither party alters its rights or obligations under GATT Article XIX. Therefore, our relationship to the GATT and to the other Contracting Parties is unchanged.

The United States and Canada have a unique trading relationship marked by a substantial volume of trade and an adherence to GATT procedures for taking safeguard actions. Nonetheless, our bilateral process on specific Article XIX actions has been troublesome. We have been unable to reach agreement on the settlement of cases affecting each other's trade and the consultative process has not been guided by a uniform set of principles and methodologies. The bilateral understanding that we are implementing regarding procedural matters, including the calculation of compensation, should contribute to a greatly improved relationship in the safeguards area. In addition, our governments must continue to work together to find mutually satisfactory solutions to problems that currently exist, and we will continue our communications to resolve outstanding issues.

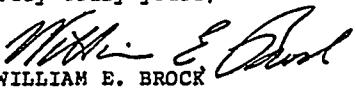
I hope that our understanding on safeguards might add impetus to the multilateral negotiations on this issue. The United States remains committed to reaching a comprehensive understanding on safeguards in the GATT, as mandated by the Declaration of Ministers adopted on November 29, 1982.<sup>[2]</sup> I look forward to continuing to work with you toward this objective.

<sup>1</sup> TIAS 1700; 61 Stat. (5) and (6).

<sup>2</sup> GATT L/5424, Nov. 29, 1982.

In light of these circumstances, I would propose, on behalf of the Government of the United States, that this letter, together with the attached Annex, and your reply constitute an understanding between our two governments regarding certain procedures to be followed in safeguard actions to enter into effect on the date of your reply.

Very truly yours,

  
WILLIAM E. BROCK

## UNITED STATES/CANADA UNDERSTANDING ON SAFEGUARDS

- 1) Article XIX of the GATT permits safeguard actions on imports of particular products. Nothing in this understanding shall alter the rights and obligations of the two governments under Article XIX. The absence of agreed interpretations of certain provisions of Article XIX, in particular, paragraph 3(a), has resulted in disagreements between Canadian and United States authorities respecting the application of safeguard actions. Therefore, with a view to facilitating agreement with respect to such safeguard actions, the governments of Canada and the United States intend to follow the procedures set out below in applying any such safeguard action which affects the trade of the other party.
- 2) A safeguard action is defined as any such action taken under Article XIX and any similar emergency action on imports of particular products.
- 3) Before either party applies a safeguard action which affects the trade of the other party, it will give advance notice in writing to the other party and afford an opportunity to consult with respect to the safeguard action under consideration. The advance notice should be given as soon as possible, normally at least 30 days before the effective date of the action. It should include a detailed statement setting forth the case for action and a preliminary indication of the type of safeguard action being contemplated.
- 4) Consultations will inter alia consider the effect of the proposed action on the trade of the other party and the scope, consistent with the GATT, for applying the safeguard action so as to minimize adverse effects on the trade of the other party.
- 5) In limited and exceptional circumstances, such as those involving horticultural products, the party proposing to take an emergency action will be free to do so two working days after the date of receipt, by the affected party, of written notification.
- 6) Safeguard actions are to be temporary. The period for which any safeguard action is expected to be in effect shall be specified at the outset. Actions extended beyond the initial specified period will be subject to the notification and consultation provisions in this understanding. Safeguard actions, to the extent possible, should be progressively liberalized during the period of their application. Also safeguard actions should be, to the extent possible, in the form of a tariff increase, rather than a quota or other quantitative restriction. In any event, the action taken shall not be more restrictive than is necessary to prevent or remedy the injury to the producers in the country taking the safeguard action.

7) Any action taken by either party under Article XIX shall be notified to the GATT.

8) Safeguard actions covered by this understanding will be reviewed regularly. In this regard, the two governments will consult on request with a view to examining:

(a) the effect of the safeguard actions on the trade of the other party; and

(b) the economic condition of the domestic industry of the country taking the safeguard actions.

In addition, the party taking the safeguard action shall, to the extent feasible, keep under review the progress and specific efforts made by firms in the industry concerned to adjust to import competition.

9) Article XIX 3(a) permits an exporting country affected by a safeguard action of another country to suspend substantially equivalent concessions. Both governments recognize that this right is an effective discipline in ensuring that emergency safeguard actions are temporary and justified.

10) With regard to Article XIX 3(a) rights, the two governments agree that compensation is a preferred alternative to suspension of substantially equivalent concessions. The right to suspend substantially equivalent concessions pursuant to Article XIX 3(a) should be exercised as a last resort failing agreement in bilateral consultations and/or agreement on appropriate compensation.

11) The two governments agree that several factors should be taken into account by the party affected by the safeguard action in deciding to request compensation or to exercise its rights under Article XIX 3(a). The affected party will normally not request compensation or exercise its rights under Article XIX 3(a) if the party taking the safeguard action:

(a) institutes a safeguard action for three years or less; and

(b) applies a safeguard action that does not significantly affect the exports of the other party.

12) Consistent with Article XIX rights, appropriate compensation or suspension of substantially equivalent concessions should be determined on a case by case basis. Both governments shall endeavor to maintain a general level of reciprocal and mutually advantageous concessions. Consistent with customary GATT practice, for the purpose of assessing compensation or suspension of substantially equivalent concessions, a base period will be established. Normally, this would be the most recent three year period for which statistics on actual trade are available, taking

into account any other relevant factors.

- (a) Where the safeguard measure is in the form of a tariff increase, compensation or suspension of substantially equivalent concessions will be equal to the additional duties likely to be collected due to the tariff increase. The average annual imports of the product subject to the safeguard action during the representative base period should be used as a surrogate for the volume of trade of that product for each year in which the safeguard action is in effect. Other relevant factors such as the effect of the action on exports and exporters should also be taken into account in calculating the compensation or suspension of substantially equivalent concessions.
- (b) Where the safeguard action is in the form of a quantitative restriction on imports, compensation or suspension of substantially equivalent concessions should be determined by a projection of trade loss based upon a straight line projection of trade using the representative base period, calculated on the basis of unit sales.

13) Consistent with GATT practice, the 90 day period referred to in Article XIX 3(a) may be extended by mutual agreement. Both governments agree that, in consultations to determine both the amount of compensation owed and a list of possible compensation items, every effort should be made to reach an early agreement, normally within eight months from the time the safeguard action was taken.

14) Both governments agree that final agreement on the list of products which shall be part of the compensation package or, if necessary, a final decision on the suspension of concessions, should normally be achieved within 12 months of the implementation of the safeguard action.

15) Unless terminated pursuant to paragraph 17, this understanding shall continue in force until such time as both parties are signatories to a multilateral safeguards understanding which both parties agree supersedes this understanding.

16) This understanding may be amended by the agreement of both parties.

17) This understanding may be terminated by either party. Termination will take place 60 days after written notification of intent to terminate is received by the other party to the understanding.

February 17, 1984

*The Canadian Minister for International Trade to the United States Trade Representative*

Minister for International Trade



Ministre du Commerce extérieur

Canada

OTTAWA, ONTARIO  
K1A 0G2

February 17, 1984

Ambassador William Brock  
United States Trade Representative  
Room 209, Winder Building  
600 17th Street, N.W.  
Washington, D.C.  
200506

Dear Ambassador Brock:

I share your pleasure in welcoming the conclusion of the bilateral understanding on safeguards. I agree that our differences on the interpretation of Article XIX have, at times, been troublesome and I am confident that the understanding will serve to improve our bilateral relations in this important area.

Canada also remains committed to reaching a comprehensive multilateral safeguards understanding as mandated by the GATT Ministerial meeting. I hope that our bilateral understanding will contribute to the attainment of that objective and I look forward to continuing to work with you.

I am, therefore, pleased to accept, on behalf of the government of Canada, the proposal that your letter and my reply together with the attached annex, which are authentic in English and French, constitute an understanding between our two governments regarding certain procedures to be followed in safeguard actions to enter into effect on the date of this reply.

Yours sincerely,

  
Gerald Regan

MÉMOIRE D'ENTENTE ENTRE LE CANADA ET LES ÉTATS-UNIS  
SUR LES MESURES DE SAUVEGARDE

1) L'article XIX du GATT autorise la prise de mesures de sauvegarde concernant l'importation de produits particuliers. Ce mémoire d'entente ne modifie aucunement les droits et obligations des deux gouvernements en vertu de l'article XIX. L'absence d'interprétations convenues de certaines dispositions de l'article XIX, surtout du paragraphe 3 a), a été cause de désaccord entre les autorités canadiennes et américaines au sujet de l'application de mesures de sauvegarde. Par conséquent, afin de faciliter l'accord sur de telles mesures, les gouvernements du Canada et des États-Unis se proposent de respecter les procédures exposées ci-dessous concernant l'application de mesures de sauvegarde qui affectent le commerce de l'autre partie.

2) L'expression mesure de sauvegarde désigne toute mesure prise en conformité de l'article XIX et toute mesure d'urgence analogue concernant l'importation de produits particuliers.

3) Avant qu'une partie ne prenne des mesures de sauvegarde affectant le commerce de l'autre partie, elle doit en aviser à l'avance l'autre partie par écrit et lui fournir l'occasion d'examiner avec elle les mesures de sauvegarde qu'elle se propose de prendre. Ce préavis doit être donné le plus longtemps possible à l'avance, normalement 30 jours au moins avant l'application des mesures, et doit préciser les motifs de l'action et donner une indication préliminaire du genre de mesures de sauvegarde envisagées.

4) Lors de ces consultations les deux parties examineront entre autres les répercussions des mesures proposées sur le commerce de l'autre partie et les possibilités qui s'offrent, dans les limites permises par le GATT, d'appliquer ces mesures de manière à réduire au minimum leurs conséquences défavorables sur le commerce de l'autre partie.

5) Dans des circonstances exceptionnelles et limitées, telles celles qui s'appliquent aux produits horticoles, la partie qui envisage de prendre des mesures d'urgence pourra le faire dans un délai de deux jours après la date de réception par l'autre partie, d'un avis écrit.

6) Ces mesures de sauvegarde doivent être temporaires. La période pendant laquelle elles sont censées être appliquées doit être précisée dès le début. Toute prolongation sera assujettie aux dispositions du présent mémoire d'entente relatives à la notification et aux

consultations. Dans la mesure du possible, les mesures de sauvegarde devraient être assouplies progressivement pendant la période où elles sont en vigueur. Par ailleurs, ces mesures devraient, dans la mesure du possible, prendre la forme d'une augmentation tarifaire, plutôt que d'un contingent ou de toute autre restriction quantitative. Quoi qu'il en soit, elles ne devront pas être plus restrictives qu'il ne le faut pour prévenir ou réparer le préjudice porté aux producteurs de la partie qui a pris lesdites mesures.

7) Toute mesure prise par l'une ou l'autre partie en vertu des dispositions de l'article XIX devra être notifié auprès du GATT.

8) Les mesures de sauvegarde visées par le présent mémoire d'entente feront l'objet d'examen périodiques. A cet égard, les deux gouvernements tiendront des consultations, sur demande, afin d'examiner:

- (a) les répercussions des mesures de sauvegarde sur le commerce de l'autre partie; et
- (b) la situation économique de l'industrie nationale du pays qui a pris lesdites mesures.

En outre, la partie qui aura pris les mesures de sauvegarde devra, dans la mesure du possible, suivre de près les progrès et les efforts faits par les entreprises de l'industrie concernée pour s'ajuster à la concurrence des importations.

9) Conformément au paragraphe 3 a) de l'article XIX, un pays exportateur lésé par des mesures de sauvegarde peut suspendre des concessions substantiellement équivalentes. Les deux gouvernements reconnaissent que ce droit constitue un moyen efficace de s'assurer que les mesures de sauvegarde soient temporaires et justifiées.

10) En ce qui concerne les droits prévus au paragraphe 3 a) de l'article XIX, les deux gouvernements conviennent que la compensation est une solution préférable à la suspension de concessions substantiellement équivalentes. Le droit de suspendre des concessions substantiellement équivalentes, conformément au paragraphe 3 a) de l'article XIX doit être exercé en dernier ressort, à défaut d'accord au cours des consultations bilatérales et/ou d'accord sur la compensation appropriée.

11) Les deux gouvernements conviennent que plusieurs facteurs doivent être pris en considération par la partie lésée par la mesure de sauvegarde avant d'exiger une

compensation ou d'exercer les droits prévus au paragraphe 3 a) de l'article XIX. En règle générale, la partie lésée n'exigera aucune compensation ni n'exercera les droits prévus au paragraphe 3 a) de l'article XIX si la partie qui prend les mesures:

- (a) maintient lesdites mesures pendant trois ans ou moins; et
- (b) applique des mesures qui n'ont pas de répercussions graves sur les exportations de l'autre partie.

12) En conformité des droits prévus à l'article XIX, toute compensation appropriée ou suspension de concessions substantiellement équivalentes sera déterminée cas par cas. Les deux gouvernements s'efforceront de maintenir un niveau général de concessions réciproques et mutuellement avantageuses. Conformément aux pratiques du GATT, une période de référence sera établie afin de déterminer la compensation ou la suspension de concessions substantiellement équivalentes. En règle générale, il s'agira des trois dernières années pour lesquelles des statistiques sur le commerce réalisé sont disponibles, compte tenu de tout autre facteur pertinent.

- (a) Lorsque la mesure de sauvegarde prend la forme d'une augmentation tarifaire, toute compensation ou suspension de concessions substantiellement équivalentes devra correspondre aux droits additionnels qui seront vraisemblablement perçus du fait de l'augmentation tarifaire. Les importations annuelles moyennes du produit assujetti à la mesure de sauvegarde pendant la période de référence choisie serviront à calculer le volume du commerce de ce produit pour chaque année pendant laquelle la mesure s'appliquera. D'autres facteurs pertinents tels les répercussions de la mesure sur les exportations et les exportateurs devront également être prises en considération dans le calcul de la compensation ou de la suspension de concessions substantiellement équivalentes.
- (b) Lorsque la mesure de sauvegarde prend la forme d'une restriction quantitative des importations, la compensation ou la suspension de concessions substantiellement équivalentes devra être déterminée au moyen d'une estimation des pertes commerciales établie en fonction d'une projection linéaire du commerce pendant la période de référence choisie, calculée sur la base des ventes unitaires.

13) Conformément à la pratique du GATT, la période de 90 jours prévue au paragraphe 3 a) de l'article XIX peut être prolongée par consentement mutuel. Les deux gouvernements conviennent de déployer tous les efforts possible lors des consultations visant à déterminer le montant de la compensation et la liste des produits visés afin d'en arriver rapidement à un accord, normalement dans les huit mois suivant la date à laquelle les mesures ont été prises.

14) Les deux gouvernements conviennent que l'accord final relatif à la liste de produits visés par la compensation ou, au besoin, toute décision finale sur la suspension de concessions, devrait normalement intervenir dans les douze mois suivant la date de mise en application des mesures.

15) À moins d'y mettre fin conformément au paragraphe 17, le présent mémoire d'entente demeurera en vigueur jusqu'à ce que les deux parties signent un accord multilatéral concernant les mesures de sauvegarde qui, de l'accord des parties, remplacera la présente entente.

16) Ce mémoire d'entente peut être modifié avec le consentement des deux parties.

17) L'une ou l'autre partie peut mettre fin au présent mémoire d'entente. Il cessera de s'appliquer 60 jours à compter de la date à laquelle l'une des parties recevra de l'autre partie la notification écrite de son intention d'y mettre fin.

Le 17 février 1984

## [RELATED LETTER]

DEPUTY UNITED STATES TRADE REPRESENTATIVE

EXECUTIVE OFFICE OF THE PRESIDENT

WASHINGTON, D.C. 20500

202-395-5114

March 9, 1984

Mrs. Silvia Ostry  
Deputy Minister for  
International Trade  
Department of External Affairs  
Ottawa, Canada

Dear Silvia:

As you know, the U.S. Government has been concerned for some time with the Government of Canada's fast-track safeguards system for certain horticultural products. This system was utilized for the first time in 1982 when a surtax was applied to the existing tariff on yellow onions entering Canada west of Thunder Bay. The U.S. Government is continuing to pursue an agreement with the Government of Canada on appropriate compensation for its action on onions. In July 1983, Canadian officials informed us that a surtax would be imposed on imports of U.S. cherries. This action, however, was not implemented.

The safeguard action taken by the Government of Canada on onions, as well as the proposed action on cherries, was clearly triggered by falling prices, not by increased imports as required by GATT Article XIX 1(a). In bilateral discussions of this matter, Canadian officials have contended that it should not be necessary to wait to demonstrate an increase in imports before taking actions; that special exceptions need to be made for perishable agricultural commodities; and that this is consistent with the intent of GATT Article XIX.

The U.S. Government believes that all safeguard actions taken under Article XIX must be associated with increased imports. The language of Article XIX 1(a) is unequivocal on this point. A review of the drafting history of Article XIX as well as GATT practice reveals no evidence to support any other interpretation.

Because of our significant trading relationship, the considerable two-way trade in agricultural products, and our shared objective of improving multilateral discipline on safeguards, it is unfortunate that we do not agree on the interpretation of this aspect of GATT Article XIX. The understanding on

safeguards signed by Ambassador Brock and Minister Regan on February 17, 1984 does not bridge our differences on this point as we have pointed out previously on several occasions, one of which being my conversation with Bob Latimer at the time of the Ottawa Quad. As we have stated earlier, we must reserve all rights to negotiate compensation or suspend concessions in response to actions taken under the Canadian surtax system by methods and under conditions which may differ from those specified in the understanding. We also reserve our rights to present a GATT challenge to the consistency of Canada's fast-track safeguards system with relevant GATT provisions.

With warm personal regards.

Sincerely,  
*(signed)*

MICHAEL B. SMITH

**NEW ZEALAND**  
**Scientific and Technical Cooperation**

*Agreement extending the agreement of February 27, 1974.*

*Effectuated by exchange of notes*

*Signed at Washington February 27, 1984;*

*Entered into force February 27, 1984.*

*The Ambassador of New Zealand to the Secretary of State*

NEW ZEALAND EMBASSY  
37 OBSERVATORY CIRCLE, NW,  
WASHINGTON, D.C. 20008

Phone: (202) 328-4800  
Telex 89526

27 February 1984

Sir,

I have the honour to refer to the New Zealand-United States Agreement for Scientific and Technical Cooperation, signed at Wellington on 27 February 1974,<sup>[1]</sup> and renewed for a period of five years by an exchange of notes at Wellington on 27 February 1979.<sup>[2]</sup> I have the honour to inform you that the Government of New Zealand wishes to propose that the Agreement be extended pursuant to Article XIII for another period of five years beginning 27 February 1984. In addition, I have the honour to propose that the discussions recently undertaken between the representatives of our two Governments in respect of the Intellectual Property Rights of the participants in activities approved under the said Agreement continue until such time as mutually agreeable terms are concluded which shall constitute an amendment to the Agreement. Under this proposal, both the Government of New Zealand and the Government of the United States of America shall use their best efforts to conclude discussions and reach agreement within a period not to exceed six months from the date of this note.

If the foregoing is acceptable to the Government of the United States of America, I have the honour to propose that this note together with your confirmatory reply shall constitute an agreement between our Governments effective on the date of your reply.

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

Yours sincerely,

A handwritten signature in black ink, appearing to read "L.J. Wood".

L.J. Wood  
for the  
Government of New Zealand

The Honourable  
George P. Shultz,  
The Secretary of State,  
Department of State,  
WASHINGTON D.C. 20520

<sup>1</sup> TIAS 7806; 25 UST 304.

<sup>2</sup> TIAS 9421; 30 UST 3676.

*The Secretary of State to the Ambassador of New Zealand*

DEPARTMENT OF STATE  
WASHINGTON

February 27, 1984

Excellency:

I have the honor to refer to the Embassy's note of today's date which reads as follows:

[For text of the New Zealand note, see p. 4589.]

I have the honor to inform you that the proposals contained in your note are acceptable to the Government of the United States of America and that the Government of the United States of America will regard your note and this reply as constituting an agreement between our two Governments effective on this date.

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

For the Secretary of State:



His Excellency

The Right Honorable L.R. Adams-Schneider  
Ambassador of New Zealand.

**FEDERAL REPUBLIC OF GERMANY**

**Oceanography: Ocean Drilling**

*Memorandum of understanding signed at Bonn and Washington  
March 2 and 5, 1984;  
Entered into force March 5, 1984.*

## MEMORANDUM OF UNDERSTANDING

Between the National Science Foundation  
in Washington, D.C.,  
for the United States of America

and

The Deutsche Forschungsgemeinschaft  
in Bonn-Bad Godesberg

on the participation of the Federal Republic of Germany

in the Ocean Drilling Program

as a Regular Member

The Ocean Drilling Program (ODP) is a program of scientific ocean drilling designed to improve fundamental understanding of the physical, chemical and biological processes that determine the geological history, structure and evolution of the oceanic lithosphere (sediments and crust). The Ocean Drilling Program is a successor to the Deep Sea Drilling Project, which began in 1968, and the International Phase of Ocean Drilling, which began in 1975. The program will involve a change of the drilling platform from the Glomar Challenger to a larger drillship with at least a limited riser capability.

During the period October 1983 - October 1984, the National Science Foundation intends to award contracts necessary to refit an existing drillship for scientific ocean drilling and for subsequent program operations. During this same period, all regular and candidate member countries will participate in science planning activities to establish the areas of priority for drilling operations. In October 1984, a nine-year program of Ocean Drilling is scheduled to begin.

The Ocean Drilling Program will be conducted by one or more contractors, responsible to the National Science Foundation, who will carry out the functions of science planning, science operations, and vessel operations. The Joint Oceanographic Institutions for Deep Earth Sampling (JOIDES) is the international body responsible for developing scientific plans and providing general scientific direction for the Ocean Drilling Program. The Science Planning Contractor will organize and provide administrative support to JOIDES.

Accordingly, the National Science Foundation and the Deutsche Forschungsgemeinschaft agree to cooperate in the Ocean Drilling Program, as outlined above, in accordance with the following articles:

Article 1 - MEMBERSHIP STATUS

The Deutsche Forschungsgemeinschaft of the Federal Republic of Germany elects to be a regular member with rights, privileges, and financial commitments as defined.

**Article 2 - DURATION**

The Deutsche Forschungsgemeinschaft endorses, in principle, a ten-year program of Ocean Drilling including the first-year planning period followed by a nine-year drilling and coring program. This Memorandum of Understanding ensures Federal Republic of Germany involvement in all scientific activities that take place between October 1, 1983, and September 30, 1993.

**Article 3 - SCIENTIFIC PLANNING**

Scientific planning and direction of the Ocean Drilling Program shall be the responsibility of JOIDES. The Federal Republic of Germany will be represented on each JOIDES committee or panel. The Bundesanstalt fur Geowissenschaften und Rohstoffe (BGR) will continue to be a member of JOIDES, will be represented on the JOIDES Executive and Planning Committees, and will nominate representatives of the Federal Republic of Germany for the JOIDES advisory panels and working groups thereof. International membership and representation in JOIDES is restricted to regular and candidate members, including consortia, but excluding the individual members of consortia. Candidate members will be members of JOIDES during the planning period only. JOIDES shall have the right to comment and advise on the annual program plans and budgets prepared by the contractors, prior to their adoption by the National Science Foundation.

**Article 4 - OCEAN DRILLING COUNCIL**

The Federal Republic of Germany will be a member of the Ocean Drilling Council. The members of the Council will be representatives of each country contributing to the support of the Ocean Drilling Program, regardless of whether it is participating as an individual member or as a member of a consortium. Members of the Council and their alternates will be designated by the participating countries. There will be one representative of each participating country, except that additional representation from the United States may be appropriate.

The Council shall serve as a consultative body reviewing financial, managerial, and other matters involving the overall support of the Ocean Drilling Program. The Council shall provide a forum for exchange of views among the contributing countries. No formal voting procedures will be established.

The National Science Foundation representative will serve as permanent Chairman of the Council. A formal agenda will be prepared for each meeting and written records of each meeting will be kept. The National Science Foundation will provide secretariat services to the Council.

The Council will normally meet once each year. The annual meeting shall include a financial report and discussion, an audit report, a review of scientific and technical achievements for the past year, draft program plans and budgets for the coming year, and other topics of mutual interest. Normally, all regular meetings of the Council will take place in Washington, D.C.

Liaison representatives of prime contractors and important scientific planning entities will be available to the Council.

**Article 5 - RIGHT TO MAKE PROPOSALS; DATA PRIVILEGES**

The Deutsche Forschungsgemeinschaft will have the right:

- a) to make proposals to JOIDES of scientific projects or objectives of special interest to the scientific community of the Federal Republic of Germany.
- b) to participate in the analysis, and have access to the data, of geophysical and other site surveys performed in support of the program.
- c) to all engineering plans, data or other information developed under contracts supported as program costs.

Additional site surveys may be contributed by the Federal Republic of Germany as its scientific interests and available resources allow. Site surveying will be coordinated by JOIDES.

**Article 6 - VISA AND CUSTOMS FACILITATION**

The National Science Foundation will facilitate, to the extent feasible, through collaboration with the appropriate authorities, the granting of visas and other forms of official permission for entry to and exit from the United States of personnel, equipment, and supplies when required for participation or utilization in the Ocean Drilling Program.

**Article 7 - PARTICIPATION ON BOARD THE ODP DRILLSHIP**

The Science Operations Contractor, with the advice of JOIDES, selects the scientific team for each cruise. Space on the average will be available for two scientists representing the Federal Republic of Germany on each cruise of the ODP drillship. It is recognized that some cruises may be of special scientific interest to Federal Republic of Germany scientists and more Federal Republic of Germany participation may be appropriate. It is expected that one Federal Republic of Germany scientist per annum will be invited to serve as co-chief scientist on Ocean Drilling Program cruises.

The Federal Republic of Germany will have the opportunity to participate in the technical parties on Ocean Drilling Program cruises.

**Article 8 - INITIAL REPORTS OF THE OCEAN DRILLING PROGRAM**

Federal Republic of Germany scientists will have access, through the Deutsche Forschungsgemeinschaft, to Ocean Drilling Program data and core samples. The Deutsche Forschungsgemeinschaft will endeavor to ensure that the participating Federal Republic of Germany scientists and institutions shall provide the scientific data resulting from site surveys and laboratory analyses in time for preparation of the Initial Reports of the Ocean Drilling Program or their equivalent. One hundred copies of each volume of the official scientific publications will be provided to the Deutsche Forschungsgemeinschaft for free distribution among Federal Republic of Germany scientific establishments. These

volumes may be reprinted in the Federal Republic of Germany in full or in part, without payments to or additional agreements with the United States. The Deutsche Forschungsgemeinschaft will provide the National Science Foundation with copies of all Federal Republic of Germany publications that are based on program material such as cores, samples, geophysical data, and ODP data bank material.

**Article 9 - FINANCIAL CONTRIBUTION**

The Deutsche Forschungsgemeinschaft will support the Ocean Drilling Program with financial contributions payable to the National Science Foundation in U.S. dollars in amounts and periods to be specified by Annex A to this Memorandum of Understanding. Such Annex will be amended and signed annually, in order to adjust contribution levels in proportion to changes in the level of drilling operations costs actually experienced by the Program.

The financial contributions of all participants will be commingled to support the total program costs. "Program costs" are determined by the National Science Foundation, and are those costs incurred in support of contractors performing functions for joint planning and operations of the Ocean Drilling Program, and program direction and management costs incurred by the National Science Foundation which relate to international participation. Activities which may be carried out by the National Science Foundation's contractors in direct support of United States scientific undertakings are not program costs and will not be funded from commingled accounts.

**Article 10 - SALARIES AND TRAVEL EXPENSES**

Salaries and travel expenses for participants representing the Federal Republic of Germany will be borne by the Federal Republic of Germany. Costs of accommodations for FRG scientists and members of technical parties aboard the drillship are program costs and will be funded by the Ocean Drilling Program.

**Article 11 - CONSULTATION**

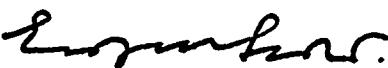
Meetings of the National Science Foundation and representatives of the Deutsche Forschungsgemeinschaft may be held at any time upon the request of either party to discuss the terms and conditions of this Memorandum and other matters of mutual interest.

**Article 12 - TERMINATION NOTICE**

Obligations arising from this Memorandum of Understanding may be terminated by either party giving the other party written notice at least 12 months in advance. Provisions for refunds of contributions, arising out of unilateral termination, are specified in Annex A.

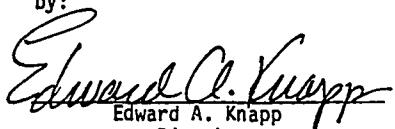
Done in Bonn and Washington, in duplicate, in the English and German languages, both texts being equally authentic.

by:



Eugen Seibold  
President  
Deutsche Forschungsgemeinschaft

by:



Edward A. Knapp  
Director  
National Science Foundation



C.H. Schiel  
Secretary-General  
Deutsche Forschungsgemeinschaft

on: Bonn,

2nd March, 1984

Date

on:

5th March, 1984

Date

ANNEX A

to the Memorandum of Understanding  
Between the National Science Foundation  
and the Deutsche Forschungsgemeinschaft  
on the participation of the Federal Republic of Germany  
in the Ocean Drilling Program  
as a Regular Member

Financial Contribution

The Deutsche Forschungsgemeinschaft will support the Ocean Drilling Program with a total contribution of United States two hundred thousand dollars (U.S. \$200,000) in cash for the period October 1, 1983 to September 30, 1984. This sum is in addition to any contributions required under previous agreements concerned with the Deep Sea Drilling Project.

In the event drilling begins later than October 1, 1984, the planning period is understood to be extended to cover the resultant interval without any increase in the Federal Republic of Germany's contributions. Should the Ocean Drilling Program be terminated before September 30, 1984, the Federal Republic of Germany will be reimbursed on the basis of one-twelfth of its total contribution for each month of curtailment.

The Deutsche Forschungsgemeinschaft will support the Ocean Drilling Program with a total contribution of United States two million five hundred thousand dollars (U.S. \$2,500,000) in cash for the period October 1, 1984 to September 30, 1985. Should drilling operations begin after October 1, 1984, the contribution for U.S. fiscal year 1985 will be \$208,333.33 per month of drilling operations. Should the Ocean Drilling Program be terminated before September 30, 1985, the Federal Republic of Germany will be reimbursed on the basis of one-twelfth of its contribution for each month of curtailment.

Should the Federal Republic of Germany withdraw from the Program, under the terms of Article 12 above, no refunds of contributions will be made.

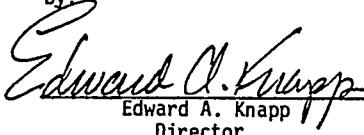
Contributions for subsequent years will be adjusted to the changes in drilling operations costs experienced in the Ocean Drilling Program, as determined by the National Science Foundation. If a change in contribution is anticipated, the National Science Foundation will provide information as to the cost basis and the indices used to estimate increases or decreases.

Done in Bonn and Washington, in duplicate, in the English and German languages, both texts being equally authentic.

by:

  
\_\_\_\_\_  
Eugen Seibold  
President  
Deutsche Forschungsgemeinschaft

by:

  
\_\_\_\_\_  
Edward A. Knapp  
Director  
National Science Foundation

  
\_\_\_\_\_  
C.H. Schiel  
Secretary-General  
Deutsche Forschungsgemeinschaft

on: Bonn,

2nd March, 1984

\_\_\_\_\_  
Date

on:

5th March, 1984

\_\_\_\_\_  
Date

VEREINBARUNG  
zwischen der  
National Science Foundation  
in Washington, D.C.,  
für die Vereinigten Staaten von Amerika  
und der  
Deutschen Forschungsgemeinschaft  
in Bonn-Bad Godesberg  
über die Teilnahme der Bundesrepublik Deutschland  
als ordentliches Mitglied  
an dem Tiefseebohrprogramm

Das Tiefseebohrprogramm (ODP) ist ein Programm für wissenschaftliche Tiefseebohrungen, die das grundlegende Verständnis für die physikalischen, chemischen und biologischen Vorgänge, die für die geologische Geschichte, Struktur und Evolution der Ozeanolithosphäre (Sedimente und Kruste) bestimmen sind, verbessern sollen. Das Tiefseebohrprogramm ist Nachfolger des 1968 begonnenen Tiefseebohrprojekts und der 1975 begonnenen Internationalen Phase der Tiefseebohrungen. Das Programm bedingt einen Wechsel der Bohrplattform von der Glomar Challenger zu einem größeren Bohrschiff mit zumindest einer begrenzten "riser"-Einsatzmöglichkeit.

Die National Science Foundation beabsichtigt, in der Zeit von Oktober 1983 bis Oktober 1984 die erforderlichen Aufträge für die Umrüstung eines vorhandenen Bohrschiffs für wissenschaftliche Tiefseebohrungen und anschließende Programmarbeiten zu vergeben. Während der gleichen Zeit werden alle ordentlichen Mitgliedsländer und alle Länder, die sich um eine Mitgliedschaft bewerben, an der wissenschaftlichen Planung teilnehmen, um die vorrangigen Bereiche für die Bohrarbeiten festzulegen. Im Oktober 1984 soll ein neunjähriges Tiefseebohrprogramm beginnen.

Das Tiefseebohrprogramm wird von einem oder mehreren der National Science Foundation gegenüber verantwortlichen Auftragnehmern durchgeführt, welche die Aufgaben der wissenschaftlichen Planung, der wissenschaftlichen Durchführung und der Einsätze der Schiffe übernehmen. Die Organisation JOIDES (Joint Oceanographic Institutions for Deep Earth Sampling - Gemeinsame Ozeanographische Einrichtungen für tiefe Erdprobennahme) ist das für die Entwicklung der wissenschaftlichen Pläne und für die Übernahme der allgemeinen wissenschaftlichen Leitung des Tiefseebohrprogramms verantwortliche internationale Gremium. Der für wissenschaftliche Planung zuständige Auftragnehmer wird JOIDES verwaltungstechnische Unterstützung vermitteln und gewähren.

Demgemäß kommen die National Science Foundation und die Deutsche Forschungsgemeinschaft überein, bei dem oben beschriebenen Tiefseebohrprogramm nach Maßgabe der folgenden Artikel zusammenzuarbeiten:

#### Artikel 1 - MITGLIEDSSTATUS

Die Deutsche Forschungsgemeinschaft der Bundesrepublik Deutschland beschließt, ordentliches Mitglied mit den im einzelnen bezeichneten Rechten, Vorrechten und finanziellen Verpflichtungen zu sein.

#### Artikel 2 - GELTUNGSDAUER

Die Deutsche Forschungsgemeinschaft stimmt grundsätzlich einem zehnjährigen Tiefseebohrprogramm zu, das eine einjährige Planungsperiode und ein anschließendes neunjähriges Bohr- und Kernbohrprogramm umfaßt. Diese Vereinbarung stellt sicher, daß die Bundesrepublik Deutschland an allen wissenschaftlichen Arbeiten teilnimmt, die vom 1. Oktober 1983 bis zum 30. September 1993 vorgenommen werden.

Artikel 3 - WISSENSCHAFTLICHE PLANUNG

Für die wissenschaftliche Planung und Leitung des Tiefseebohrprogramms ist JOIDES verantwortlich. Die Bundesrepublik Deutschland ist in jedem Ausschuß oder Forum von JOIDES vertreten. Die Bundesanstalt für Geowissenschaften und Rohstoffe (BGR) bleibt weiterhin Mitglied von JOIDES, ist im Exekutivausschuß und im Planungsausschuß von JOIDES vertreten und ernennt Vertreter der Bundesrepublik Deutschland für die Beratungsgremien von JOIDES und deren Arbeitsgruppen. Die internationale Mitgliedschaft und Vertretung in JOIDES ist auf ordentliche Mitglieder und auf Bewerber um die Mitgliedschaft beschränkt, einschließlich Konsortien, jedoch ausschließlich der einzelnen Konsortienmitglieder. Bewerber um die Mitgliedschaft sind nur während der Planungsperiode Mitglieder von JOIDES. JOIDES hat das Recht, zu den von den Auftragnehmern ausgearbeiteten jährlichen Programmplänen und Haushaltsplänen Stellungnahmen und Gutachten abzugeben, bevor sie von der National Science Foundation angenommen werden.

Artikel 4 - RAT FÜR TIEFSEEBOHRUNG

Die Bundesrepublik Deutschland wird Mitglied des Rates für Tiefseebohrung. Mitglieder des Rates sind Vertreter jedes Landes, das zur Finanzierung des Tiefseebohrprogramms beiträgt, unabhängig davon, ob es als eigenständiges Mitglied oder als Mitglied eines Konsortiums beteiligt ist. Die Mitglieder des Rates und ihre Stellvertreter werden von den Teilnehmerländern ernannt. Jedes Teilnehmerland entsendet einen Vertreter; eine weitere Vertretung der Vereinigten Staaten kann allerdings angebracht sein.

Der Rat dient als Beratungsgremium zur Prüfung von Finanz-, Leitungs- und sonstigen Fragen, welche die gesamte Unterstützung des Tiefseebohrprogramms berühren. Der Rat stellt ein Forum für den Meinungsaustausch zwischen den Beitragsländern dar. Ein förmliches Abstimmungsverfahren wird nicht festgelegt.

Der Vertreter der National Science Foundation amtiert als ständiger Vorsitzender des Rates. Für jede Tagung wird eine förmliche Tagesordnung ausgearbeitet, und auf jeder Tagung wird schriftlich Protokoll geführt. Die National Science Foundation stellt dem Rat Sekretariatsdienste zur Verfügung.

Der Rat tritt in der Regel einmal im Jahr zusammen. Auf der Jahrestagung werden ein Finanzbericht abgegeben und beraten, ein Wirtschaftsprüferbericht erstattet, die wissenschaftlichen und technischen Leistungen des Vorjahrs überprüft, Entwürfe der Programmpläne und der Haushaltspläne für das kommende Jahr vorgelegt sowie sonstige Themen von gemeinsamem Interesse behandelt. In der Regel werden alle ordentlichen Tagungen des Rates in Washington, D.C., abgehalten.

Dem Rat stehen Verbindungsleute der Hauptauftragnehmer und der wichtigen wissenschaftlichen Planungsgruppen zur Verfügung.

#### Artikel 5 - VORSCHLAGSRECHT; DATENZUGANGSRECHT

Die Deutsche Forschungsgemeinschaft hat das Recht,

- a) JOIDES Vorschläge für wissenschaftliche Vorhaben oder Forschungsziele zu unterbreiten, die von besonderem Interesse für die wissenschaftliche Gemeinschaft der Bundesrepublik Deutschland sind;
- b) sich an der Auswertung der Daten geophysikalischer und sonstiger Bohrstellenvermessungsarbeiten, die zur Unterstützung des Programms durchgeführt werden, zu beteiligen und Zugang zu diesen Daten zu haben;
- c) alle technischen Pläne, Daten oder sonstigen Informationen zu erhalten, die im Rahmen von Aufträgen gewonnen werden, die als Programm kosten finanziert werden.

Zusätzliche Bohrstellenvermessungsarbeiten können von der Bundesrepublik Deutschland erbracht werden, soweit es ihr wissenschaftliches Interesse und die verfügbaren Mittel gestatten. Die Vermessungsarbeiten werden von JOIDES koordiniert.

**Artikel 6 - SICHTVERMERKS- UND ZOLLERLEICHTERUNGEN**

Die National Science Foundation wird nach Möglichkeit in Zusammenarbeit mit den zuständigen Behörden die Erteilung von Sichtvermerken und anderen amtlichen Genehmigungen zur Ein- und Ausreise von Personen bzw. zur Ein- und Ausfuhr von Ausrüstungsgegenständen und Verbrauchsgütern, in die bzw. aus den Vereinigten Staaten erleichtern, soweit diese zur Teilnahme bzw. Verwendung im Rahmen des Tiefseebohrprogramms erforderlich sind.

**Artikel 7 - TEILNAHME AN BORD DES ODP-BOHRSCHIFFS**

Auf Empfehlung von JOIDES wählt der Auftragnehmer für die wissenschaftlichen Arbeiten die Wissenschaftlergruppe für die einzelnen Reisen aus. Im Durchschnitt wird pro Reise des ODP-Bohrschafts für zwei die Bundesrepublik Deutschland vertretende Wissenschaftler Raum zur Verfügung stehen. Es wird anerkannt, daß bei einzelnen Reisen unter Umständen ein besonderes wissenschaftliches Interesse der Wissenschaftler aus der Bundesrepublik Deutschland besteht und eine stärkere Beteiligung seitens der Bundesrepublik Deutschland angebracht sein kann. Es wird davon ausgegangen, daß jährlich ein Wissenschaftler aus der Bundesrepublik Deutschland aufgefordert wird, sich bei Reisen im Rahmen des Tiefseebohrprogramms an der wissenschaftlichen Leitung zu beteiligen (co-chief scientist).

Die Bundesrepublik Deutschland wird Gelegenheit haben, sich bei Reisen im Rahmen des Tiefseebohrprogramms an den technischen Gruppen zu beteiligen.

Artikel 8 - ERSTE BERICHTE DES TIEFSEEBOHRPROGRAMMS

Die Wissenschaftler aus der Bundesrepublik Deutschland werden über die Deutsche Forschungsgemeinschaft Zugang zu den im Rahmen des Tiefseebohrprogramms gewonnenen Daten und Kernproben erhalten. Die Deutsche Forschungsgemeinschaft wird sich bemühen, dafür zu sorgen, daß die beteiligten Wissenschaftler und Einrichtungen der Bundesrepublik Deutschland die wissenschaftlichen Daten aus Bohrstellenvermessungsarbeiten und Laboranalysen so rechtzeitig zur Verfügung stellen, daß die Ersten Berichte des Tiefseebohrprogramms (Initial Reports of the Ocean Drilling Program) oder die entsprechenden Veröffentlichungen ausgearbeitet werden können. Die Deutsche Forschungsgemeinschaft erhält je einhundert Exemplare der amtlichen wissenschaftlichen Veröffentlichungen zur kostenlosen Verteilung an wissenschaftliche Einrichtungen in der Bundesrepublik Deutschland. Diese Bände können ganz oder auszugsweise in der Bundesrepublik Deutschland nachgedruckt werden, ohne daß Zahlungen an die Vereinigten Staaten geleistet oder zusätzliche Vereinbarungen mit ihnen geschlossen zu werden brauchen. Die Deutsche Forschungsgemeinschaft wird der National Science Foundation alle Veröffentlichungen der Bundesrepublik Deutschland zur Verfügung stellen, die sich auf Programmmaterial wie Bohrkerne, Proben, geophysikalische Daten und Material der ODP-Datenbank gründen.

Artikel 9 - FINANZIERUNGSBEITRAG

Die Deutsche Forschungsgemeinschaft wird das Tiefseebohrprogramm mit Finanzierungsbeiträgen unterstützen, die an die National Science Foundation in US-Dollar in der Höhe und in den Zeitabständen entrichtet werden, die in Anlage A dieser Vereinbarung festzulegen sind. Die Anlage wird jährlich geändert und unterzeichnet, um die Höhe der Beiträge dem veränderten Umfang der dem Programm tatsächlich entstehenden Kosten der Bohrarbeiten anzupassen.

Die Finanzierungsbeiträge aller Teilnehmer werden zusammengelegt, um die Gesamtkosten des Programms zu finanzieren. Die "Programmkosten" werden

von der National Science Foundation festgelegt; es sind die Kosten, die bei der Finanzierung der Auftragnehmer entstehen, die Aufgaben im Rahmen der gemeinsamen Planung und Durchführung des Tiefseebohrprogramms wahrnehmen, sowie die der National Science Foundation entstehenden Kosten für die Leitung und Verwaltung des Programms, die sich auf die internationale Beteiligung beziehen. Von Auftragnehmern der National Science Foundation möglicherweise ausgeübte Tätigkeiten zur unmittelbaren Unterstützung wissenschaftlicher Unternehmungen der Vereinigten Staaten sind keine Programm kosten und werden nicht aus den zusammengelegten Konten bestritten.

#### Artikel 10 - GEHÄLTER UND REISEKOSTEN

Die Gehälter und Reisekosten der Teilnehmer, welche die Bundesrepublik Deutschland vertreten, werden von der Bundesrepublik Deutschland gezahlt. Die Kosten der Unterbringung von Wissenschaftlern und Mitgliedern technischer Gruppen aus der Bundesrepublik Deutschland auf dem Bohrschiff sind Programm kosten und werden vom Tiefseebohrprogramm finanziert.

#### Artikel 11 - KONSULTATION

Auf Antrag einer Vertragspartei können jederzeit Sitzungen der National Science Foundation und von Vertretern der Deutschen Forschungsgemeinschaft stattfinden, um die Bestimmungen und Bedingungen dieser Vereinbarung und andere Fragen von gemeinsamem Interesse zu erörtern.

#### Artikel 12 - BEENDIGUNG

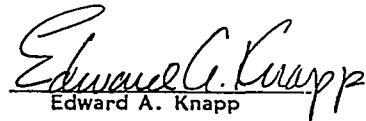
Die Verpflichtungen aus dieser Vereinbarung können von jeder Vertragspartei gegenüber der anderen Vertragspartei unter Einhaltung einer Frist von 12 Monaten durch schriftliche Anzeige beendet werden. Die Bestimmungen über die Erstattung der Beiträge aufgrund einer einseitigen Beendigung sind in Anlage A festgelegt.

Geschehen zu Bonn/Washington am 2./5. März 1984 in zwei Urschriften, jede in englischer und deutscher Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

durch:

  
\_\_\_\_\_  
Eugen Seibold  
Präsident der  
Deutschen Forschungsgemeinschaft

durch:

  
\_\_\_\_\_  
Edward A. Knapp  
Direktor der  
National Science Foundation

  
\_\_\_\_\_  
C.H. Schiel  
Generalsekretär der  
Deutschen Forschungsgemeinschaft

am: Bonn,

am:

2. März 1984

5th March, 1984

Datum

Datum

ANLAGE A  
zu der Vereinbarung  
zwischen der National Science Foundation  
und der Deutschen Forschungsgemeinschaft  
über die Teilnahme der Bundesrepublik Deutschland  
als ordentliches Mitglied  
an dem Tiefseebohrprogramm

Finanzierungsbeitrag

Die Deutsche Forschungsgemeinschaft wird das Tiefseebohrprogramm mit einem Gesamtbeitrag in Höhe von zweihunderttausend Dollar der Vereinigten Staaten (US-\$ 200 000) in bar für die Zeit vom 1. Oktober 1983 bis zum 30. September 1984 unterstützen. Dieser Betrag wird zusätzlich zu den Beiträgen entrichtet, die aufgrund früherer Übereinkünfte im Zusammenhang mit dem Tiefseebohrvorhaben zu leisten sind.

Falls die Bohrarbeiten erst nach dem 1. Oktober 1984 beginnen, soll die Planungsperiode um die entstehende Zwischenzeit hinaus verlängert werden, ohne daß die Beiträge der Bundesrepublik Deutschland erhöht werden. Sollte das Tiefseebohrprogramm vor dem 30. September 1984 beendet werden, so erhält die Bundesrepublik Deutschland für jeden Monat, um den die Laufzeit verkürzt wird, ein Zwölftel ihres Gesamtbeitrags zurück.

Die Deutsche Forschungsgemeinschaft wird das Tiefseebohrprogramm mit einem Gesamtbeitrag in Höhe von zwei Millionen fünfhunderttausend Dollar der Vereinigten Staaten (US-\$ 2 500 000) in bar für die Zeit vom 1. Oktober 1984 bis zum 30. September 1985 unterstützen. Sollten die Bohrarbeiten erst nach dem 1. Oktober 1984 beginnen, so belaufen sich die Beiträge für das US-Haushaltsjahr 1985 auf \$ 208 333,33 für jeden Monat, in dem Bohrarbeiten stattfinden. Sollte das Tiefseebohrprogramm vor dem 30. September 1985

beendet werden, so erhält die Bundesrepublik Deutschland für jeden Monat, um den die Laufzeit verkürzt wird, ein Zwölftel ihres Gesamtbeitrags zurück.

Sollte die Bundesrepublik Deutschland nach Artikel 12 von dem Programm zurücktreten, so erfolgt keine Rückerstattung der Beiträge.

Die Beiträge für spätere Jahre werden den Änderungen der bei dem Tiefseebohrprogramm anfallenden Kosten der Bohrarbeiten, wie sie von der National Science Foundation festgestellt werden, angepaßt. Wird eine Änderung des Beitrags erwartet, so stellt die National Science Foundation Angaben über die Kostenbasis und die Indizes zur Verfügung, die zur Bestimmung von Erhöhungen oder Senkungen verwendet worden sind.

Geschehen zu Bonn/Washington am 2./5. März 1984 in zwei Urschriften, jede in englischer und deutscher Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

durch: Eugen Seibold  
Eugen Seibold  
 Präsident der  
 Deutschen Forschungsgemeinschaft

C.H. Schiel  
 C.H. Schiel

Generalsekretär der  
 Deutschen Forschungsgemeinschaft

durch: Edward A. Knapp  
Edward A. Knapp  
 Direktor der  
 National Science Foundation

am: Bonn,

am:

2. März 1984  
 Datum

5th March, 1984  
 Datum

## **MEXICO**

### **Finance: Consolidation and Rescheduling of Certain Debts**

*Agreement signed at Mexico March 7, 1984;  
Entered into force May 2, 1984.*

AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND THE UNITED MEXICAN STATES  
REGARDING THE CONSOLIDATION AND RESCHEDULING OF  
CERTAIN DEBTS OWED TO, GUARANTEED, OR INSURED  
BY THE UNITED STATES GOVERNMENT THROUGH THE  
EXPORT-IMPORT BANK OF THE UNITED STATES

The United States of America (the "United States") and the United Mexican States ("Mexico") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Reorganization of the External Debt of the Mexican Private Sector: Direct, Guaranteed, or Insured by Foreign Official Agencies, signed at Paris 22 June 1983 by representatives of certain nations, including the United States, and agreed to by the representative of Mexico, hereinafter referred to as the "Minute", the United States and Mexico hereby agree to consolidate and reschedule certain payments with respect to debts of Mexican Private Sector Entities which are owed to, guaranteed by or insured by the United States Government through the Export-Import Bank of the United States ("Eximbank") as provided for in this Agreement.

2. This Agreement shall be implemented by separate agreements (the "Implementing Agreements"), between Banco Nacional de Comercio Exterior, S.A. and Nacional Financiera, S.A., acting for and on behalf of Mexico, and Eximbank.

## ARTICLE II

### Definitions

1. "Contracts" means those agreements or other financial arrangements which have U.S. dollar-denominated maturities in arrears or falling due during the Consolidation Period and which result from:
  - (a) Commercial credits guaranteed or insured by Eximbank which were extended to Mexican Private Sector Entities pursuant to an agreement concluded before 20 December 1982.
  - (b) Loans and other credits from Eximbank, which were extended to Mexican Private sector entities pursuant to an agreement concluded before 20 December 1982.

2. "Debt" means the sum of principal payments, with respect to Contracts having an original maturity of one year or more, falling due during the Consolidation Period, and not paid.
3. "Consolidated Debt" means ninety percent of the U.S. dollar amount of the Debt. "Non-Consolidated Debt" means the remaining ten percent of the Debt.
4. "Short-Term Arrears" means the sum of unpaid principal and interest payments, with respect to contracts having an original maturity of one year or less, due and payable as of 30 June 1983.
5. "Long-Term Arrears" means the sum of unpaid principal and interest payments, with respect to Contracts having an original maturity of more than one year, due and payable as of 30 June 1983. "Consolidated Long-Term Arrears" means ninety percent of the Long-Term Arrears. "Non-Consolidated Long-Term Arrears" means ten percent of the Long-Term arrears.

6. "Consolidation Period" means the period 1 July 1983 through 31 December 1983, inclusive.
7. "Public Sector Entities" means those entities other than minority-owned companies listed in the Diario Official de la Federacion on 15 November 1982.
8. "Mexican Private Sector Entity" means any individual or firm legally established in Mexico except for Banco de Mexico, the Government-owned Mexican banks, and the Public Sector Entities.
9. "Interest" means interest on Consolidated Debt, Short-Term Arrears and Consolidated Long-Term Arrears, due and payable in accordance with the terms of the Implementing Agreements. Additional Interest ("Additional Interest") shall also begin to accrue as set forth in the Implementing Agreements on due but unpaid installments of Interest, Consolidated Debt, Short-Term Arrears, and Consolidated Long-Term Arrears.

## ARTICLE III

Terms and Conditions of Payment

1. The amount of the Consolidated Debt is estimated to be approximately \$42.5 million. Mexico agrees to repay in U.S. Dollars the Consolidated Debt disbursed under the Implementing Agreements in accordance with the following terms and conditions:
  - (a) Payment shall be made in six equal and consecutive semi-annual installments payable on each 31 December and 30 June, commencing on 31 December 1986, with the final installment payable on 30 June 1989.
  - (b) The rate of Interest on the disbursed Consolidated Debt shall be determined on a semi-annual basis and shall be equal to one half of one percent over

Eximbank's cost for new medium-term borrowings in effect on the last business day of the preceding interest period. The rate of Additional Interest on unpaid installments of the disbursed portion of Consolidated Debt and Interest thereon shall be the rate determined pursuant to Article II, Paragraph 9 of this Agreement.

- (c) All interest payable with respect to the disbursed Consolidated Debt shall be payable semi-annually on 30 June and 31 December of each year, commencing on 30 June 1984.
2. Mexico agrees to use its best efforts to facilitate repayment by the Mexican Private Sector Entities of the Non-Consolidated Debt in U.S. dollars, which amounts to approximately \$4.7 million, plus interest falling due during the Consolidation Period, as soon as possible.
3. The amount of the Consolidated Long-Term Arrears is estimated to be approximately \$207.7 million. Mexico agrees to repay in U.S. dollars the Consolidated Long-Term Arrears disbursed under the Implementing Agreements, in accordance with the following terms and conditions.

- (a) Repayment shall be made in six equal and consecutive semi-annual installments payable on each 30 June and 31 December, commencing on 31 December 1986, with the final installment payable on 30 June 1989.
- (b) The rate of interest on the disbursed Consolidated Long-Term Arrears shall be the rate specified in Article III, Paragraph 1(b) of this Agreement. The rate for Additional Interest on unpaid installments of Consolidated Long-Term Arrears and Interest thereon shall be the rate determined pursuant to Article II, Paragraph 9 of this Agreement.
- (c) All interest payable with respect to the disbursed Consolidated Long-Term Arrears shall be payable semi-annually on 30 June and 31 December of each year, commencing on 30 June 1984.

4. Mexico agrees to use its best efforts to facilitate repayment by the Mexican Private Sector Entities of the Non-Consolidated Long-Term Arrears in U.S. dollars, which amounts to approximately \$23.1 million plus interest, as soon as possible.

5. The amount of the Short-Term Arrears is estimated to be approximately \$405 million. Mexico agrees to repay in U.S. dollars the Short-Term Arrears disbursed under the Implementing Agreements in accordance with the following terms and conditions:

- (a) Repayment of ten percent shall be made on 30 June 1984; thirty percent on 30 June 1985; and sixty percent on 30 June 1986.
- (b) The rate of Interest on Short-Term Arrears shall be the rate specified in Article III, Paragraph 1(b) of this Agreement. The rate for Additional Interest on unpaid installments of Short-Term Arrears and Interest thereon shall be the rate determined pursuant to Article II, Paragraph 9 of this Agreement.

- (c) All Interest payable with respect to the disbursed Short-Term Arrears shall be payable semi-annually on 30 June and 31 December of each year, commencing on 30 June 1984.
6. It is understood that adjustments may be made in the disbursed amounts of Consolidated Debt, Short-Term Arrears and Long-Term Arrears as provided for in the Implementing Agreements.
7. Mexico agrees to make available to the Private Sector Entities to enable such Entities, to discharge their obligations under Paragraphs 2 and 4 of Article III, foreign exchange at an exchange rate which shall be equal to the exchange rate available to Public Sector Entities for the settlement of foreign debt obligations of a similar nature.

## ARTICLE IV

Commercial Risk

1. Mexican Private Sector Entities shall be invited and encouraged by Mexico to register their indebtedness and to make, from their own resources, payments equivalent to the Consolidated Debt, Short-Term Debt and Consolidated Long-Term Debt related to their Contracts, for the purchase of U.S. dollar forward foreign exchange contracts. As provided in the Implementing Agreements, an agency of Mexico shall provide any Mexican Private Sector Entity with a peso loan, the proceeds of which shall be used to purchase U.S. dollar forward foreign exchange contracts. Mexico shall undertake to ensure that these loans are accorded treatment by the Mexican Private Sector Entity that is no less favorable than the treatment accorded any other similar obligation.
2. Mexico, or its designated agents, shall repay the disbursed amounts of Consolidated Debt, Short-Term Arrears and Consolidated Long-Term Arrears according to the terms of this Agreement and the Implementing

Agreements. It is understood that this obligation shall extend to the amounts of the Consolidated Debt, Short-Term Arrears and Consolidated Long-Term Arrears which have been disbursed under the Implementing Agreements. Upon its request, Mexico shall be released from its obligation under this Agreement to repay the amounts relating to the unpaid peso obligations of particular Mexican Private Sector Entities when:

(a) A Mexican Private Sector Entity has received a peso loan from an agency of Mexico equivalent to 90 percent or less of the Consolidated Debt, Short-Term Arrears and Consolidated Long-Term Arrears that relates to its Contracts if: (i) it has defaulted on six consecutive monthly installments of that loan, (ii) the agency has filed for "Judicial Payment Claim" in the Courts of Mexico, and (iii) the agency has obtained a judgment in its favor in such courts. However, Mexico's obligation to continue making payments under this Agreement on the portion of the Consolidated Debt, Short-Term Arrears and

Consolidated Long-Term Arrears relating to such an Entity shall be suspended as of the date of the occurrence of the events in (i) and (ii) above until the date of the occurrence of (iii). Should the final judgment be against the agency, it shall repay the suspended amounts of the Consolidated Debt, Short-Term Arrears and Consolidated Long-Term Arrears;

- (b) A Mexican Private Sector Entity has received a peso loan from an agency of Mexico equivalent to 100 percent of the Consolidated Debt, Short-Term Arrears and Consolidated Long-Term Arrears that relates to its Contracts, has defaulted on six (6) monthly installments of that loan, and the agency has filed a "Judicial Payment Claim" in the Courts of Mexico;
- (c) A Mexican Private Sector Entity has been declared by the Courts of Mexico to be in "Suspension of Payment"; or
- (d) A Mexican Private Sector Entity has been declared by the Courts of Mexico to be in a state of bankruptcy.

3. Mexico agrees that if it is released from its obligations on any part of the Consolidated Debt, Short-Term Arrears or Consolidated Long-Term Arrears for the reasons set forth in Sub-paragraphs A and B of Paragraph 2 above, it will continue to prosecute its Judicial Payment Claim in the Courts of Mexico until such time as a judgment has been received and such judgment has been satisfied from the sale of the related Mexican Private Sector Entity's assets or otherwise. Upon receiving payment in satisfaction of a judgement as described above, Mexico will apply such payment in accordance with the terms of the Implementing Agreement.
4. The United States reserves the right to take any legal action it deems necessary to satisfy any claims it may have on any Mexican Private Sector Entity resulting from the failure of such entities to make scheduled payments of principal or interest other than to the extent that such payments were disbursed under the implementing agreement.
5. The United States recognizes that other methods for dealing with repayment of the debt consistent with the minute are possible and understands that Mexico may conclude other agreements with other official creditors which are different from that described in paragraphs 1-4 above but are consistent with the minute.

## ARTICLE V

General Provisions

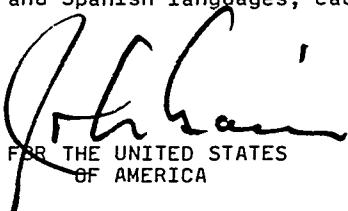
1. Mexico agrees to grant to the United States treatment no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.
2. Except as they may be modified by this Agreement or the Implementing Agreements, all terms of the Contracts shall remain in full force and effect.

## ARTICLE VI

Entry Into Force

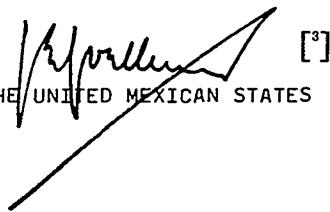
This Agreement shall enter into force upon signature of the Agreement and receipt by Mexico of written notice from the United States that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled.<sup>[1]</sup>

Done at Mexico City, Mexico, in duplicate this 7th day of March, 1984, in the English and Spanish languages, each version being equally authentic.



FBI THE UNITED STATES  
OF AMERICA

[2]



FOR THE UNITED MEXICAN STATES

[3]

<sup>1</sup> May 2, 1984.

<sup>2</sup> John Gavin.

<sup>3</sup> Jesus Silva-Herzog.

CONVENIO ENTRE  
LOS ESTADOS UNIDOS DE AMERICA  
Y LOS ESTADOS UNIDOS MEXICANOS  
SOBRE LA CONSOLIDACION Y EL REESCALONAMIENTO DE  
CIERTAS DEUDAS CONTRAIDAS CON EL GOBIERNO DE LOS  
ESTADOS UNIDOS O GARANTIZADAS O ASEGURADAS POR EL  
A TRAVES DEL EXPORT-IMPORT BANK OF THE UNITED STATES

Los Estados Unidos de América ("los Estados Unidos") y los  
Estados Unidos Mexicanos ("Méjico") convienen en lo siguiente:

ARTICULO I

Aplicación del Convenio

1. Conforme a las recomendaciones contenidas en el Acta  
Acordada sobre la Reorganización de la Deuda Externa del Sector  
Privado Mexicano: Directa, Garantizada o Asegurada por  
Organismos Oficiales Extranjeros, suscrita en París el 22 de  
junio de 1983 por los representantes de ciertas naciones,  
incluidos los Estados Unidos, y aprobada por los representantes  
de Méjico, en adelante denominada el "Acta", los Estados Unidos  
y Méjico convienen en consolidar y reescalonar ciertos pagos

relacionados con deudas de entidades del sector privado mexicano contraídas con el Gobierno de los Estados Unidos o garantizadas o aseguradas por él a través del Export-Import Bank of the United States (Eximbank), con arreglo a las disposiciones del presente Convenio.

2. El presente Convenio se aplicará por medio de convenios separados (los "Convenios de Aplicación") concertados entre el Banco Nacional de Comercio Exterior, S.A. y Nacional Financiera, S.A. actuando por y en nombre de México y el Eximbank.

## ARTICULO II

### Definiciones

1. "Contratos" significa aquellos convenios o demás arreglos financieros en virtud de los cuales existan pagos atrasados denominados en dólares de los Estados Unidos o pagos denominados en dólares de los Estados Unidos cuyas fechas de vencimiento ocurran durante el Período de Consolidación y que se deriven de:

(a) Créditos comerciales garantizados o asegurados por el Eximbank otorgados a entidades del sector privado mexicano en virtud de un convenio concertado antes del 20 de diciembre de 1982.

(b) Préstamos y otros créditos otorgados por el Eximbank a entidades del sector privado mexicano en virtud de un convenio concertado antes del 20 de diciembre de 1982.

2. "Deuda" significa el monto impagado del principal de aquellos Contratos cuyos plazos de vencimiento originales sean de un año o superiores a un año y cuyas fechas de vencimiento ocurran durante el Período de Consolidación.

3. "Deuda Consolidada" significa el noventa por ciento del monto de la Deuda en dólares de los Estados Unidos. "Deuda No Consolidada" significa el diez por ciento restante de la Deuda.

4. "Atrasos de Corto Plazo" significa el monto del principal y los intereses impagados de aquellos Contratos cuyo plazo de vencimiento original sea superior a un año y cuya fecha de vencimiento sea el 30 de junio de 1983 y que sean pagaderos en esa fecha.

5. "Atrasos de Largo Plazo" significa el monto del principal y los intereses impagados de aquellos Contratos cuyo plazo de vencimiento original sea un año o inferior a un año, cuya fecha de vencimiento sea el 30 de junio de 1983 y que sean pagaderos en esa fecha. "Atrasos de Largo Plazo Consolidados" significa el noventa por ciento de los Atrasos de Largo Plazo. "Atrasos de Largo Plazo No Consolidados" significa el diez por ciento de los Atrasos de Largo Plazo.
6. "Período de Consolidación" significa el período comprendido entre el 1º de julio de 1983 y el 31 de diciembre de 1983, inclusive.
7. "Entidades del Sector Público" significa todas las entidades enumeradas en el Diario Oficial de la Federación el 15 de noviembre de 1982, exceptuando las empresas de participación estatal minoritaria.
8. "Entidades del Sector Privado Mexicano" significa todos aquellos individuos o firmas legalmente establecidos en México, excepto el Banco de México, los bancos mexicanos que son propiedad del Gobierno y las Entidades del Sector Público.

9. "Interés" significa interés sobre la Deuda Consolidada, los Atrasos de Corto Plazo y los Atrasos de Largo Plazo Consolidados vencido y pagadero con arreglo a las disposiciones de los Convenios de Aplicación. Los plazos vencidos e impagados de interés, Deuda Consolidada, Atrasos de Corto Plazo y Atrasos de Largo Plazo Consolidados comenzarán a devengar interés adicional ("Interés Adicional") a la tasa estipulada en los Convenios de Aplicación.

### ARTICULO III

#### Modalidades de Pago

1. El monto de la Deuda Consolidada se calcula que asciende a \$42,5 millones aproximadamente. México conviene en reembolsar, en dólares de los Estados Unidos, la Deuda Consolidada conforme a los Convenios de Aplicación y de conformidad con las siguientes modalidades:

(a) La Deuda Consolidada se reembolsará en seis pagos semestrales, iguales y consecutivos pagaderos el 31 de diciembre de 1986. El último pago se efectuará el 30 de junio de 1989.

(b) La tasa de Interés sobre la Deuda Consolidada desembolsada se establecerá semestralmente y corresponderá a la tasa de interés que pague el Eximbank por nuevos préstamos a mediano plazo vigentes el último día laborable del período precedente de cobro de intereses, más 0,5 por ciento. La tasa de Interés Adicional sobre los plazos impagados de la parte desembolsada de la Deuda Consolidada y sobre el Interés que esta última devengue corresponderá a la tasa establecida con arreglo al Párrafo 9 del Artículo II del presente Convenio.

(c) El interés sobre la parte desembolsada de la Deuda Consolidada será pagadero semestralmente el 30 de junio y el 31 de diciembre de cada año a partir del 30 de junio de 1984.

2. México conviene en utilizar sus mejores oficios para facilitar a las Entidades del Sector Privado Mexicano a que reembolsen la Deuda No Consolidada, en dólares de los Estados Unidos, la cual asciende a \$4,7 millones aproximadamente, más los intereses que venzan durante el período de consolidación, lo antes posible.

3. El monto de los Atrasos de Largo Plazo Consolidados se calcula que asciende a \$207,7 millones aproximadamente. México conviene en reembolsar en dólares de los Estados Unidos los Atrasos de Largo Plazo Consolidados conforme a los Convenios de Aplicación, y de conformidad con las siguientes modalidades:

(a) El reembolso se efectuará mediante seis pagos semestrales, iguales y consecutivos, pagaderos el 30 de junio y el 31 de diciembre de cada año a partir del 31 de diciembre de 1986. El último plazo será pagadero el 30 de junio de 1989.

(b) La tasa de interés sobre los Atrasos de Largo Plazo Consolidados será la establecida en el Párrafo 1, inciso (b), del Artículo III del presente Convenio. La tasa de Interés Adicional sobre los plazos impagados de los Atrasos de Largo Plazo Consolidados y sobre el Interés que estos últimos devenguen será la que se establezca de conformidad con el Párrafo 9 del Artículo II del presente Convenio.

(c) Todos los intereses devengados por los Atrasos de Largo Plazo Consolidados serán pagaderos semestralmente, el 30 de junio y el 31 de diciembre de cada año, a partir del 30 de junio de 1984.

4. México conviene en utilizar sus mejores oficios para facilitar a las Entidades del Sector Privado Mexicano a que reembolsen los Atrasos de Largo Plazo no consolidados en dólares de los Estados Unidos, los cuales ascienden a \$23,1 millones aproximadamente, más interés, lo antes posible.

5. El Monto de los Atrasos de Corto Plazo se calcula que asciende a \$405 millones aproximadamente. México conviene en reembolsar, en dólares de los Estados Unidos, los Atrasos de Corto Plazo conforme a los Convenios de Aplicación, y de conformidad con las siguientes modalidades:

(a) Un reembolso del diez por ciento se hará el 30 de junio de 1984; treinta por ciento el 30 de junio de 1985; y sesenta por ciento el 30 de junio de 1986.

(b) La tasa de Interés pagadera sobre los Atrasos de Corto Plazo será la estipulada en el Párrafo 1, inciso (b), del Artículo III del presente Convenio. La tasa de Interés Adicional pagadera sobre plazos impagados de Atrasos de Corto Plazo y sobre el interés que estos últimos devenguen será la que se establezca de conformidad con el Párrafo 9, Artículo II del presente Convenio.

(c) Los intereses sobre los Atrasos de Corto Plazo serán pagaderos semestralmente, el 30 de junio y el 31 de diciembre de cada año, a partir del 30 de junio de 1984.

6. Queda entendido que, según lo dispuesto en los Convenios de Aplicación, podrán efectuarse aquellos reajustes que sean necesarios en los montos de la Deuda Consolidada, los Atrasos de Corto Plazo y los Atrasos de Largo Plazo.

7. México conviene en poner a la disposición de las Entidades del Sector Privado Mexicano, para permitir que dichas Entidades cumplan con sus obligaciones conforme a los párrafos 2 y 4 del Artículo III, divisas a un tipo de cambio que será igual al tipo de cambio disponible para las Entidades del Sector Público para el cumplimiento de obligaciones similares de deuda externa.

#### ARTICULO IV

##### Riesgo Comercial

1. México invitará y alentará a las Entidades del Sector Privado Mexicano a inscribir su deuda y a efectuar, utilizando sus propios recursos, pagos equivalentes a la Deuda

Consolidada, la Deuda de Corto Plazo y la Deuda de Largo Plazo Consolidada relacionados con sus Contratos, para la compra de contratos de divisas a plazos en dólares de los Estados Unidos. Según se dispone en los Convenios de Aplicación, un organismo de México proporcionará a cualquier Entidad del Sector Privado Mexicano un préstamo en pesos, cuyo producto se utilizará para comprar contratos de divisas a plazos en dólares de los Estados Unidos. México asegurará que las Entidades del Sector Privado Mexicano otorguen a estos préstamos un trato no menos favorable que el que otorgan a cualquier otra obligación de naturaleza similar.

2. México, o los agentes designados por México, reembolsarán los montos desembolsados de Deuda Consolidada, Atrasos de Corto Plazo y Atrasos de Largo Plazo Consolidados de conformidad con las disposiciones del presente Convenio y de los Convenios de Aplicación. Queda entendido que esta obligación se extenderá a los montos de la Deuda Consolidada, Atrasos de Corto Plazo y Atrasos de Largo Plazo Consolidados que hayan sido desembolsados conforme a los Convenios de Aplicación. A su solicitud, México quedará exonerado de su obligación, contraída en virtud del presente Convenio, de reembolsar las cantidades relacionadas con las obligaciones en pesos impagadas de Entidades específicas del Sector Privado Mexicano cuando:

(a) Una Entidad del Sector Privado Mexicano ha recibido un préstamo en pesos de un organismo de México equivalente al 90 por ciento o menos de la Deuda Consolidada, los Atrasos a Corto Plazo y los Atrasos a Largo Plazo consolidados relacionados con sus Contratos si: (i) está en mora en seis plazos mensuales consecutivos de dicho préstamo, (ii) el organismo ha presentado una "Demandas Judicial de Pago" en los Tribunales de México, y (iii) el organismo ha obtenido una sentencia a su favor en dichos tribunales. Sin embargo, la obligación de México de seguir efectuando pagos conforme al presente Convenio sobre la parte de la Deuda Consolidada, los Atrasos a Corto Plazo y los Atrasos a Largo Plazo Consolidados relacionados con dicha Entidad serán suspendidos en la fecha en que ocurra lo indicado en (i) y (ii) anterior hasta la fecha en que ocurra lo indicado en (iii). Si la sentencia definitiva fuere contra el organismo, éste reembolsará los pagos suspendidos de la Deuda Consolidada, los Atrasos a Corto Plazo y los Atrasos a Largo Plazo Consolidados;

(b) Una Entidad del Sector Privado Mexicano haya recibido un préstamo en pesos de un organismo de México equivalente al 100 por ciento de la Deuda Consolidada, los Atrasos a Corto Plazo y los Atrasos a Largo Plazo Consolidados relacionados con sus Contratos, está en mora por seis (6)

plazos mensuales consecutivos de tal préstamo, y el organismo haya presentado una "Demandas Judicial de Pago" ante los Tribunales de México;

(c) Una Entidad del Sector Privado Mexicano ha sido declarada por los Tribunales de México que está en "Suspensión de Pagos"; o

(d) Una Entidad del Sector Privado Mexicano ha sido declarada por los Tribunales de México que está en bancarrota.

3. México conviente en que si queda exonerado de sus obligaciones sobre cualquier parte de la Deuda Consolidada, los Atrasos a Corto Plazo y los Atrasos a Largo Plazo Consolidados por los motivos indicados en los incisos A y B del Párrafo 2 anterior, continuará el proceso de Demanda Judicial de Pago ante los Tribunales de México hasta el momento en que se emita una sentencia y dicha sentencia haya sido satisfecha por medio de la venta de los bienes de la Entidad del Sector Privado Mexicano en cuestión, o de alguna otra manera. Al recibir el pago que satisfaga la sentencia descrita anteriormente, México aplicará dicho pago conforme a los términos del Convenio de Aplicación.

4. Los Estados Unidos se reservan el derecho de tomar cualquier acción judicial que consideren necesaria para satisfacer cualesquiera reclamaciones que pudieran tener contra Entidades del Sector Privado Mexicano ocasionadas por el incumplimiento por parte de tales entidades con el calendario de pagos de principal o interés excepto en la medida en que tales pagos hubiesen sido desembolsados conforme a los Convenios de Aplicación.

5. Los Estados Unidos reconocen que pueden existir otros métodos para resolver la cuestión del reembolso de la deuda que están en consonancia con el Acta y entienden asimismo que México podría concluir otros acuerdos con otros acreedores oficiales que serían distintos a los que se describen en los párrafos 1-4 anteriores, pero que estarían en consonancia con el Acta.

#### ARTICULO V

##### Disposiciones Generales

1. México conviene en otorgar a los Estados Unidos un trato no menos favorable que el que se puede otorgar a cualquier otro país acreedor o a sus organismos para el reescalonamiento o el refinanciamiento de deudas cubiertas por el Acta.

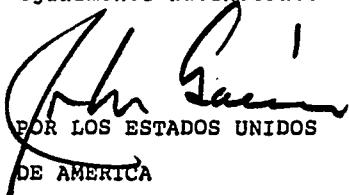
2. Todas las condiciones de los Contratos permanecerán en vigor, salvo que sean modificadas por el presente convenio o por los Convenios de Aplicación.

## ARTICULO IV

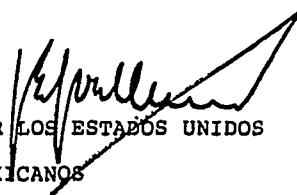
Entrada en Vigor

El presente Convenio entrará en vigor cuando se firme y cuando México reciba notificación escrita de los Estados Unidos en el sentido de que han sido satisfechos todos los requisitos legales nacionales para su entrada en vigor.

Hecho en México, D.F., México, en duplicado, en este  
día siete de Marzo de 1984,  
en los idiomas inglés y español, siendo ambas versiones  
igualmente auténticas.



POR LOS ESTADOS UNIDOS  
DE AMERICA



POR LOS ESTADOS UNIDOS  
MEXICANOS

## **SPAIN**

### **Defense: Security of Military Information**

*Agreement signed at Washington March 12, 1984;  
Entered into force March 12, 1984.  
With protocol.*

GENERAL SECURITY OF MILITARY INFORMATION AGREEMENT  
BETWEEN THE UNITED STATES OF AMERICA AND SPAIN

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The Government of the United States of America

and

the Government of the Kingdom of Spain,

Considering that cooperation between the two countries generates a need to exchange documents and materials which constitute information that must be classified for security purposes, have agreed to adopt the provisions contained in this Agreement.

Article 1

All classified military information communicated directly or indirectly between the Government of the United States and the Government of Spain shall be protected in accordance with the following principles:

- a. the recipient government will not release the information to a third government or any other party without the approval of the releasing government;

- b. the recipient government will afford the information a degree of protection equivalent to that afforded it by the releasing government;
- c. the recipient government will not use the information for other than the purpose for which it was given; and
- d. the recipient will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

Article 2

Classified military information and material shall be transferred only on a government-to-government basis and only to persons who have security clearance at the appropriate level.

Article 3

For the purpose of this agreement classified military information is that official military information or material which in the interests of national security of the releasing government, and in accordance with national laws and regulations in force, requires protection against unauthorized disclosure and which has been designated as classified by appropriate authority. This includes all classified information,

of any type, including written, oral, or visual. Material may be any document, product, or other objects on, or in which, information may be recorded or embodied. Material shall encompass any object regardless of its physical character or appearance including, but not limited to, documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters, as well as all other products, substances or items from which information can be derived.

Article 4

Information classified by either 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 that required by the government furnishing the information.

Article 5

This Agreement shall apply to all exchanges of classified military information between all agencies and authorized officials of our two governments.

However, this Agreement shall not apply to classified information for which separate security agreements already have been concluded. Details regarding channels of communication and the application of the foregoing principles shall be the subject of such technical arrangements (including an Industrial Security Arrangement) as may be necessary between appropriate agencies of our respective governments.

Article 6

Each government will permit security experts of the other government to make periodic visits to its territory, when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other government. Each government will assist such experts in determining whether such information provided to it by the other government is being adequately protected.

Article 7

The recipient government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating government has been lost or disclosed to

unauthorized persons. The recipient government shall also promptly and fully inform the originating government of the details of any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.

Article 8

- a. In the event that either government or its contractors award a contract involving classified military information for performance within the territory of the other government, then the government of the country in which performance under the contract is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information in accordance with its own standards and requirements.
- b. Prior to the release to a contractor or prospective contractor of any classified military information received from the other government, the recipient government will:
  - (1) insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately;

- (2) insure that the facility meets all appropriate security requirements and grant to the facility the corresponding security clearance;
- (3) insure that all personnel whose duties require access to the information meet the appropriate security requirements and grant to them the corresponding security clearance.
- (4) insure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with the laws in force;
- (5) carry out periodic security inspections of cleared facilities;
- (6) assure that access to the military information is limited to those persons who have a need to know for official purposes. Each government will designate the official agency authorized to submit to the other government requests for authorization to visit facilities located in its territory whenever such visits involve access to

classified military information; this request will include a statement of the security clearance, the official position of the visitor and the reason 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.

Article 9

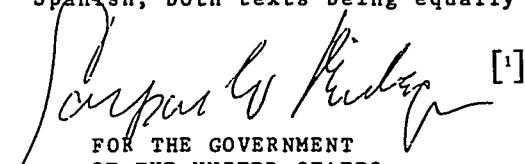
Costs incurred in conducting security investigations or inspections required by this Agreement will not be subject to reimbursement.

Article 10

- a. This Agreement shall enter into force on the date of its signature.
- b. This Agreement shall remain in force for a five-year period and shall be automatically extended for one-year periods unless one of the

parties provides written notification to the contrary to the other party at least six months before the end of the aforementioned periods.

Done in Washington on March 12, 1984 in English and Spanish, both texts being equally authentic.



[<sup>1</sup>]

FOR THE GOVERNMENT  
OF THE UNITED STATES

FOR THE GOVERNMENT OF  
THE KINGDOM OF SPAIN



[<sup>2</sup>]

[SEAL]

[SEAL]

<sup>1</sup> Caspar W. Weinberger.

<sup>2</sup> Narciso Serra.

PROTOCOL ON  
SECURITY PROCEDURES FOR INDUSTRIAL OPERATIONS BETWEEN THE  
DEPARTMENT OF DEFENSE OF THE UNITED STATES  
AND THE MINISTRY OF DEFENSE OF SPAIN (ANNEX TO THE SECURITY  
OF CLASSIFIED MILITARY INFORMATION AGREEMENT)

1. PURPOSE

a. The following procedures have been developed to implement the provisions of the General Security of Military Information Agreement between the Government of the United States and the Government of Spain, entered into on March 12, 1984. The agreement provides for the safeguarding of all classified information exchanged between the Governments. These procedures will apply to those cases in which contracts, subcontracts, precontract negotiations or other government approved arrangements involving classified information of either or both countries, hereinafter referred to as classified contracts, are placed or entered into by or on behalf of the Ministry of Defense of Spain in the United States (U.S.) or by or on behalf of the Department of Defense of the United States in Spain.

- b. These procedures will not apply in the case of contracts that will involve access to cryptographic information, or to other information that would not be releasable under applicable national disclosure policies. Firms which are under the ownership, control or influence of a third party country are not eligible to be awarded classified contracts. Requests for exception to this requirement may be considered on a case-by-case basis by the releasing government. Such requests should identify the source, the amount and other pertinent particulars of the foreign ownership, control, or influence.
- c. For the purpose of this Protocol classified information is that official information which has been determined to require, in the interests of National Security of the owning or releasing government, protection against unauthorized disclosure and which has so been designated by appropriate security authority. This embraces classified information of any type, oral, visual or material. Material may be any document, product or substance on, or in which, information may be recorded or embodied. Material shall encompass any object regardless of its

physical character or appearance including, but not limited to, documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters, as well as all other products, substances or materials from which information can be derived.

2. GENERAL

Upon receipt of classified information furnished under this Protocol, the receiving government<sup>(1)</sup> shall undertake to afford the information with substantially the same degree of security protection as afforded it by the releasing government. The receiving government shall be responsible for information so received while it is within its territorial jurisdiction and while it is possessed by or furnished to persons authorized to visit abroad pursuant to this Protocol.

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(1) Whenever "government" is used in this Protocol, the Ministry of Defense of Spain or the Department of Defense of the United States is meant unless otherwise specifically indicated. [Footnote in the original.]

The United States Defense Investigative Service (DIS) and, in the case of Spain, the Dirección de Inspecciones Industriales de la Dirección General de Armamento y Material (DII-DGAM), for the Army and Air Force, and the Dirección de Construcciones de la Jefatura de Apoyo Logístico (DIC-JAL), for the Navy will assume responsibility for administering security measures for a classified contract awarded to industry for performance in their respective countries under the same standards and requirements as govern the protection of their own classified contracts.

- a. Inspection. The designated government agency shall insure that necessary industrial security inspections are made of each contractor facility that is a party to the performance of, or the negotiations for, a classified contract.
- b. Security Costs. Costs incurred in conducting security investigations or inspections shall be borne by the government rendering the service. Costs incurred by either of the two governments

through implementation of other security measures, including costs incurred through the use of the diplomatic courier service or any other authorized official courier service, will not be reimbursed. There shall be provisions in classified contracts for security costs to be incurred under the contract, such as special costs for packing, transport and the like, which shall be borne by the party for whom the service is required under the contract. If, subsequent to the date of contract, the security classification or security requirements under the contract are changed, and the security costs or time required for delivery under the contract are thereby increased or decreased, the contract price, delivery schedule, or both and any other provisions of the contract that may be affected shall be subject to an equitable adjustment by reason of such increased or decreased costs. Such equitable adjustments shall be accomplished under the appropriate provisions in the contract governing changes.

- c. Security Clearances. Security clearances for the contractor installations and personnel that are to have access to classified information shall be processed before such access takes place in accordance with the pertinent regulations of the receiving country.
- d. Orientation. The designated government agency shall insure that contractors or subcontractors having access to the classified information are furnished instructions setting forth their responsibility to protect the information in accordance with the laws and regulations in force.
- e. Transmission. Transmission of classified information and material shall be made only through representatives designated by each of the governments.

This procedure is commonly known as transmission through government-to-government channels.

- (1) For each contract, the contractor shall be informed of the channels of transmission to be used.
- (2) Material shall be prepared for transmission in accordance with the regulation of the country from which the material is to be dispatched.

- f. Public Release of Information. Public release by a contractor or subcontractor of information pertaining to a classified contract shall be governed by the Department of Defense Industrial Security Manual (DoDISM), DoD 5220.22-M, and the Armed Forces Industrial Security Manual of the Spanish Ministry of Defense (MSI). In the case of a Spanish facility with a U.S. classified contract, initial prior review and approval shall be governed by the Spanish Industrial Security Manual with final approval by a U.S. authority in accordance with the DoDISM. In the case of a U.S. facility with a Spanish classified contract, initial prior review and approval shall be governed by the DoDISM with final approval by the Spanish Government agency assigned this responsibility.
- g. Marking. The responsible agency of the sending government shall mark classified information with its appropriate classification marking and the name of the country of origin prior to transmittal to the receiving government. Upon receipt, the information shall be assigned an equivalent classification and so marked by the recipient government agency as follows:

Table of Equivalent Security Classification Categories

<u>Spanish Classification</u>	<u>U.S. Classification</u>
SECRETO	TOP SECRET
RESERVADO	SECRET
CONFIDENCIAL	CONFIDENTIAL
DIFUSION LIMITADA	No equivalent (2)

Classified information produced or reproduced in the receiving country in connection with classified contracts shall be marked with the assigned classification markings of both countries as provided above. The markings shall be applied in the manner prescribed in the regulations of the country in which the information is produced or reproduced.

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(2)

- a. Spanish documents or material bearing the classification "DIFUSION LIMITADA" shall not be marked with any U.S. security classification marking but shall be marked or stamped in English "SPANISH RESTRICTED." In addition, the following notation shall be entered: "To be safeguarded in accordance with Department of Defense Industrial Security Manual (DoDISM), DoD 5220.22-M or Department of Defense Information Security Program Regulation, DoD 5200.1-R, as appropriate." Documents or material so marked shall be stored in locked filing cabinets, desks, or similar closed spaces or areas that will prevent access by unauthorized personnel.

b. Documents or material on hand and marked "To be treated as CONFIDENTIAL" or "Modified Handling Authorized" will have these U.S. markings obliterated or excised as they are withdrawn from files for use. They shall be remarked and safeguarded as in para "a", above.

c. Spanish RESTRICTED documents shall be handled in a manner that will preclude open publication, access or use for other than official Government purposes of the United States or the releasing country.

d. Documents and material containing Spanish RESTRICTED information shall be released only to contractors which have been cleared to the level of CONFIDENTIAL by the U.S. Government and to individuals who have been security cleared to the CONFIDENTIAL level by either the U.S. Government or a U.S. contractor. Both facilities and individuals must also have a need for the information in the course of official business.

e. Spanish RESTRICTED documents shall be transmitted by first-class mail within the United States. They shall be transmitted in two secure covers, the inner cover marked "Spanish RESTRICTED." Transmission outside the United States shall be by one of the means authorized for United States classified information.

f. Unclassified U.S. documents originated by a U.S. Government agency which contain information that Spain has classified DIFUSION LIMITADA shall bear on the cover and the first page the marking "Spanish RESTRICTED." In addition, the following notation shall be entered: "To be safeguarded in accordance with Department of Defense Industrial Security Manual (DoDISM), DoD 5220.22-M or Department of Defense Information Security Program Regulation, DoD 5200.1-R, as appropriate." In the documents, the information shall be identified with the SPANISH RESTRICTED marking.

[Footnote in the original.]

h. Security Requirements Clause. The responsible agency of the Government negotiating a classified contract for performance within the other country shall incorporate into the contract a clause with the corresponding security requirements. (3) Moreover, every contractor in receipt of a classified contract shall be required thereby to incorporate the same clause with the corresponding security requirements in any subcontract to be performed in the other country.) A copy of the contract, proposal or subcontract, including the security requirements clause shall be furnished promptly through appropriate channels to the government agency designated to furnish security supervision over the contract.

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(3).

- a. The security requirements clause attached at Appendix A or an appropriate equivalent clause may be used for contracts awarded to U.S. contractors.
- b. The security requirements clause attached at Appendix B or an appropriate equivalent clause may be used for contracts awarded to Spanish contractors. [Footnote in the original.]

i. Security Classification Guidance. The appropriate authority of the sending government shall furnish the security classification guidance belonging to each classified element related to the contract to the designated agency of the receiving government and to the contractor and subcontractor. In the case of the U.S., this guidance shall be set forth in a Contract Security Classification Specification (DD Form 254). In the case of Spain, security classification guidance will be governed by the M.I.S.-01, "Contract Security Level". The guidance must identify that classified information which is furnished by the contracting country in connection with the contract or which is generated pursuant to the classified contract and assign to such information a proper security classification. A copy of the security classification guidance, a copy of the classified contract, or proposal, or subcontract containing the security requirements clause will be submitted to the designated agency of the government which is responsible for administering security measures. The addresses of the designated agencies are:

Spain

Excmo. Sr. Director General de Armamento y Material  
Ministerio de Defensa  
Madrid

Excmo. Sr. Almirante Jefe de la Dirección de  
Construcciones de la Jefatura  
de Apoyo Logístico de la Armada  
Avenida Pío XII, no. 83  
Madrid-16

United States

Defense Investigative Service  
Attn: Deputy Director (Industrial Security)  
Department of Defense  
1900 Half Street, S.W.  
Washington, D.C. 20324

j. Loss, Compromise or Possible Compromise of Classified Information. Loss, compromise or possible compromise of classified information furnished by either government under these operating procedures, while such information is under the protection of the receiving government, shall be investigated by the receiving government. The recipient government shall have investigated by its responsible agencies all cases in which classified information from the originating country for the protection of which it is responsible, has been lost or disclosed to unauthorized persons, or may possibly have been

disclosed to unauthorized persons. The responsible government agency of the originating country will without delay be advised of such occurrences. Subsequently, the responsible government agency will be informed of the final findings and of corrective action taken to preclude recurrence. The responsible government agency of the originating country will discharge the responsible government agency of the receiving country from further accountability for the lost information according to the circumstances of the case.

- k. Subcontracts. Unless specifically prohibited in the classified contract, a contractor may subcontract within his own country in accordance with the security procedures prescribed in his country for classified subcontracts, and within the country of the contracting government under the procedures established by this arrangement for placing a classified prime contract in that country.

1. Visits. Visits relating to the exchange of classified information require the prior approval of both governments. Approval for such visits shall be granted only to persons possessing valid clearances. Authorization for visitors to have access to classified information will be limited to those necessary for official purposes in connection with the classified contract. When requested, the authority to visit the facility of the prime contractor shall include authorization to have access to or to disclose classified information at the facility of a subcontractor engaged in performance of work in connection with the same prime contract.
  - (1) Requests for approval of a visit shall include the following information:
    - (a) Name and address of the contractor or activity to be visited.
    - (b) Name and title of the person(s) to be visited, if known.
    - (c) Name of the proposed visitor, his date and place of birth, and current citizenship.

(d) Official title of the visitor, to include contractor or activity he is representing.

(e) Current clearance level of the visitor.

(f) Purpose of visit in detail and identification of contract, if any.

(g) Date(s) of visit or period during which the visit authorization will be valid.

Requests for approval of visits will be submitted in the manner prescribed in paragraphs 3. and 4., specified below.

- (2) A list will be developed to indicate those individuals who have been authorized by both governments to visit the specified government activities or contractor facilities for extended periods of time (not to exceed one year) in connection with a specific contract. This authorization may be renewed for additional periods of up to one year as may be necessary in the performance of the contract. Requests for

individuals who are on the approved list to visit in connection with the contract will be submitted in advance of such visit direct to the government activity or contractor facility which is to be visited.

- m. Reciprocal Government Security Visits. Each government will permit security experts of the other government to make periodic reciprocal visits to its territory, when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified information furnished to it by the other government. Each government will assist such experts in determining whether classified information provided by their government to the other government is being adequately protected.

3. OPERATING PROCEDURES INVOLVING UNITED STATES CLASSIFIED CONTRACTS IN SPAIN

- a. General. The DII-DGAM or the DIC-JAL has the general responsibility for arranging facility clearance and approval of visits of U.S.

personnel when it is desired to carry on precontract negotiations leading to the possible award of a classified contract in Spain. The DII-DGAM or the DIC-JAL are the agencies of the Government of Spain through which U.S. departments or agencies may arrange for the placement of prime contracts or through which U.S. contractors may arrange for the placement of subcontracts in Spain. U.S. Departments or agencies shall make their request as applicable direct to the:

Dirección General de Armamento y Material  
Ministerio de Defensa  
Madrid

Dirección de Construcciones  
Jefatura de Apoyo Logístico de la Armada  
Avenida Pío XII, no. 83  
Madrid-16

- b. Precontract Procedures. Prior to authorizing the release of classified information to a Spanish contractor or prospective contractor, the responsible agency of the Government of the United States will communicate directly with the DIIC-DGAM or the DIC-JAL to:
- (1) Obtain information as to the security clearance status of the facility in order to carry on the classified discussion;

- (2) Obtain information as to the security clearance status of the contractor's personnel with whom they desire to talk;
- (3) Determine the ability of the facility to protect classified information properly.

c. Visits. Requests for approval of individual visits or to establish an approved list for continuing visits will be submitted by the U.S. department or agency concerned to the DIIC-DGAM or the DIC-JAL.

4. OPERATING PROCEDURES INVOLVING SPANISH CLASSIFIED CONTRACTS IN THE UNITED STATES

a. General. The initial point of contact for the placement of a classified contract in the U.S. will be the Defense Investigative Service, Attn: Deputy Director (Industrial Security). That office will designate the cognizant security office which will administer security measures for the precontract negotiations and the performance of the contract or subcontract. Notice of this designation shall be furnished to the DIIC-DGAM or the DIC-JAL.

- b. Precontract Procedures. Prior to authorizing the release of classified information to a U.S. contractor or prospective contractor, the responsible agency of the Government of Spain will communicate directly with the DIS to:
- (1) Obtain information as to the security clearance level of the facility involved;
  - (2) Obtain information as to the security clearance level of the contractor's personnel with whom they desire to talk;
  - (3) Determine the ability of the facility to protect classified information properly.
- c. Visits. Requests for approval of individual visits or to establish an approved list for continuing visits will be submitted as may be appropriate by the responsible agency of the Government of Spain to:

Department of the Army  
Assistant Chief of Staff for Intelligence  
Attn: Foreign Liaison Directorate (DAMI-FLS)  
Washington, D.C. 20310

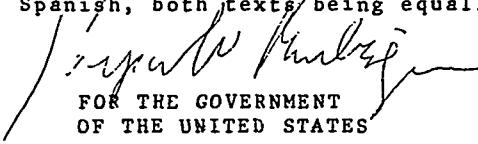
Department of the Navy  
Foreign Disclosure and Policy Control Branch  
Office of the Chief of Naval Operations (OP  
622E)  
Washington, D.C. 20350

Department of the Air Force  
International Affairs Division  
Information Branch (CVAII)  
Office of the Vice Chief of Staff  
Washington, D.C. 20330

Defense Intelligence Agency  
Foreign Liaison Branch (DI-4A)  
Washington, D.C. 20301

5. This Protocol, along with its two annexes, shall enter into force and remain in force according to the stipulations stated in Article 10 of the General Security of Military Information Agreement.

Done in Washington on March 12, 1984 in English and Spanish, both texts being equally authentic.

  
FOR THE GOVERNMENT  
OF THE UNITED STATES

  
FOR THE GOVERNMENT OF  
THE KINGDOM OF SPAIN

Appendices:

- A -Security Requirements Clause for Spanish Contracts
- B -Security Requirements Clause for U.S. Contracts

APPENDIX A  
TO PROTOCOL ONSECURITY PROCEDURES FOR INDUSTRIAL OPERATIONS BETWEEN THE  
DEPARTMENT OF DEFENSE OF THE UNITED STATES AND THE MINISTRY  
OF DEFENSE OF SPAINSECURITY REQUIREMENTS CLAUSE FOR INCLUSION IN SPANISH  
CLASSIFIED CONTRACTS ADMINISTERED BY THE UNITED STATES

1. The provisions of this clause are based upon an agreement between the Government of the United States and the Government of Spain and shall apply to the extent that this contract involves access to or possession of information to which security classification has been assigned by the Government of Spain.
2. The Government of Spain shall assign a security classification to each of the elements of classified information which is furnished, or which is to be developed, under this contract and shall advise the Defense Investigative Service, Attn: Deputy Director (Industrial Security), of such elements and their security classification. If classified information is disclosed orally pursuant to a visit to the contractor by or on behalf of the Government of Spain, the contractor shall be informed of such security classification. The Defense Investigative Service (DIS)

shall insure that appropriate classification guidance is obtained from the Government of Spain for each element of classified information which is furnished, or which is to be developed, under the contract.

It will also insure that such information is assigned an equivalent security classification in the United States.

The Government of Spain shall keep all security

classifications up to date, and inform the Defense

Investigative Service, Attn: Deputy Director

(Industrial Security), of any changes thereto. Each

classified element of this contract shall be safeguarded

by the contractor as U.S. classified information of an

equivalent security classification category as set forth

in the table of equivalent security classification

categories of paragraph 2.g. of the Security Protocol.

Such information shall be subject to the provisions of

U.S. laws and regulations. Classified information

produced or reproduced in the U.S. in connection with

classified contracts shall be marked with the assigned

classification markings of both countries as provided.

The markings shall be applied in the manner prescribed

in the regulations of the country in which the

information is produced or reproduced.

3. The U.S. contractor shall make no use of any U.S. classified information in connection with this contract, except with the expressed written authorization of the United States Agency responsible for the U.S. classified information.
4. Spanish classified information furnished or developed in the performance of this contract shall not be used for any other purpose without the expressed written authorization of the Spanish Agency responsible for it.
5. Since elements of this contract have been or may be assigned a security classification as provided in the aforementioned table of equivalent security classification categories, the U.S. contractor shall safeguard all classified elements of this contract and shall provide and maintain a system of security controls within his own organization in accordance with the requirements of:
  - a. The Department of Defense Security Agreement (DD Form 441) between the contractor and the Government of the United States, including the Department of Defense Industrial Security Manual for Safeguarding Classified Information as in effect on the date of this contract, and any modification to the Security Agreement for the purpose of adapting the Manual to the contractor's business;

- b. Any amendments to said manual made after the date of this contract, notice of which has been furnished to the contractor by the Cognizant Security Office.
6. Representatives of the Cognizant Security Office shall be authorized to inspect at reasonable intervals the procedures, methods, and facilities utilized by the U.S. contractor to verify compliance with the security requirements that govern this contract within the U.S. Should the Government of the United States determine that the U.S. contractor is not complying with the security requirements of this contract, the U.S. contractor shall be informed in writing through the Cognizant Security Office of the proper action to be taken in order to effect compliance with such requirements.
7. If subsequent to the date of this contract, the security classifications or security requirements under this contract are changed by the Government of Spain or by the Government of the United States and the security costs under this contract are thereby increased or decreased, the contract price shall be subject to an equitable adjustment by reason of such increased or decreased costs.

8. The U.S. contractor agrees to insert security provisions which conform substantially to the language of this clause, including this paragraph in all subcontracts awarded to the U.S. contractors under this contract which involve access to classified information. In the event the U.S. contractor proposes to award a subcontract to other than a U.S. or Spanish contractor, prior permission must be obtained from the Government of Spain, which, if it approves of such a contract, will provide an appropriate security requirements clause.
9. The U.S. contractor also agrees that he shall determine that any subcontractor proposed by him for the furnishing of supplies and services which will involve access to classified information in the U.S. contractor's custody has:
  - a. If located in the U.S., a current U.S. Department of Defense facility security clearance at the appropriate level, and has the ability to safeguard classified information properly prior to being afforded access to such classified information;
  - b. If located in any other country, been approved by the Government of Spain to have access to its classified information, prior to being afforded such access.

APPENDIX B  
TO PROTOCOL ON  
SECURITY PROCEDURES FOR INDUSTRIAL OPERATIONS BETWEEN THE  
DEPARTMENT OF DEFENSE OF THE UNITED STATES AND THE MINISTRY  
OF DEFENSE OF SPAIN

SECURITY REQUIREMENTS CLAUSE FOR INCLUSION IN U.S.  
CLASSIFIED CONTRACTS ADMINISTERED BY SPAIN

1. The provisions of this clause are based upon an agreement between the Government of the United States and the Government of Spain and shall apply to the extent that this contract involves access to or possession of information to which a security classification has been assigned by the Government of the United States.
2. The Government of the United States shall assign a security classification to each of the elements of classified information which is furnished, or which is to be developed, under this contract and shall advise the División de Inspecciones Industriales de la Dirección General de Armamento y Material (DII-DGAM) or the Dirección de Construcciones de la Jefatura de Apoyo Logístico (DIC-JAL) of such elements and their security classification. If classified information is disclosed orally pursuant to a visit to the contractor by or on behalf of the Government of the United States, the contractor shall be informed of such security classification.

The DII-DGAM or the DIC-JAL shall insure that appropriate classification guidance is obtained from the Government of the United States for each element of classified information which is furnished, or which is to be developed, under the contract and that such information is assigned an equivalent Spanish security classification. The Government of the United States shall keep current all security classifications, and inform the DII-DGAM or the DIC-JAL of any changes thereto. Each classified element of this contract shall be safeguarded by the contractor as Spanish classified information of an equivalent security classification category as set forth in the table of equivalent security classification categories of paragraph 2.g. of the Security Protocol. Such information shall be subject to the provisions of Spanish laws and regulations. Classified information produced or reproduced in Spain in connection with classified contracts shall be marked with the assigned classification markings of both countries as provided. The markings shall be applied in the manner prescribed in the regulations of the country in which the information is produced or reproduced.

3. The Spanish contractor shall make no use of any Spanish classified information in connection with this contract, except with the expressed written authorization of the Spanish agency responsible for the Spanish classified information.
4. United States (U.S.) classified information furnished or developed in the performance of this contract shall not be used for any other purpose without the expressed written authorization of the U.S. User Agency responsible for it.
5. Since elements of this contract have been or may be assigned a security classification as provided in the aforementioned table of equivalent security classification categories, the Spanish contractor shall safeguard all classified elements of this contract and shall provide and maintain a system of security controls within his own organization in accordance with the requirements of:
  - a. The Security Agreement between the contractor and the Government of Spain and any modifications to the Security Agreement for the purpose of adapting these regulations to the contractor's business;

- b. Any amendments to said regulations made after the date of this contract, notice of which has been furnished to the contractor by the DII-DGAM or the DIC-JAL, whichever has security cognizance over the facility.
6. Representatives of the DII-DGAM or the DIC-JAL shall be authorized to inspect at reasonable intervals the procedures, methods, and facilities utilized by the Spanish contractor to verify compliance with the security requirements that govern this contract in Spanish territory. Should the Government of Spain determine that the Spanish contractor is not complying with the security requirements of this contract, the Spanish contractor shall be informed in writing by the DII-DGAM or the DIC-JAL of the proper action to be taken in order to effect compliance with such requirements.
7. If subsequent to the date of this contract, the security classifications or security requirements under this contract are changed by the Government of Spain or by the Government of the United States and the security costs under this contract are thereby increased or decreased, the contract price shall be subject to an equitable adjustment by reason of such increased or decreased costs.

8. The Spanish contractor agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph in all subcontracts awarded to the Spanish contractors under this contract which involve access to classified information. In the event the Spanish contractor proposes to award a subcontract to other than a Spanish or U.S. contractor, prior permission must be obtained from the Government of the United States, which, if it approves of such a contract, will provide an appropriate security requirements clause.
9. The Spanish contractor also agrees that he shall determine that any subcontractor proposed by him for the furnishing of supplies and services which will involve access to classified information in the Spanish contractor's custody, has:
  - a. If located in Spain, a current facility security clearance of the appropriate level furnished by the DII-DGAM or the DIC-JAL and has the ability to store classified information properly, prior to being afforded access to such classified information;
  - b. If located in any other country, been approved by the Government of the United States to have access to its classified information prior to being afforded such access.

ACUERDO SOBRE SEGURIDAD DE INFORMACION MILITAR CLASIFICADA  
ENTRE LOS ESTADOS UNIDOS DE AMERICA Y ESPAÑA

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El Gobierno de los Estados Unidos de América

y

El Gobierno del Reino de España

Considerando que de las relaciones de cooperación entre ambos países se deriva un necesario intercambio de documentos y material que constituye información que debe ser clasificada a fines de su seguridad, han convenido las siguientes disposiciones que están contenidas en el presente Acuerdo:

Artículo 1

Toda la información militar clasificada comunicada directamente o indirectamente entre el Gobierno de los Estados Unidos y el de España deberá ser protegida de acuerdo con los principios siguientes:

- a. El Gobierno destinatario no proporcionará la información a un tercer Gobierno o a cualquier otro tercero sin la aprobación del Gobierno remitente.

- b. El Gobierno destinatario dará a la información un grado de protección equivalente al proporcionado por el Gobierno remitente.
- c. El Gobierno destinatario no empleará la información para otro fin distinto al propuesto por el Gobierno remitente; y
- d. El Gobierno destinatario respetará los derechos privados, tales como patentes, derechos de autor o secretos de comercio que estén comprendidos en la información.

Artículo 2

La información y material militar clasificados deberán ser transferidos solamente a nivel de Gobiernos y sólo a personas que tengan la habilitación de seguridad del nivel adecuado.

Artículo 3

A los fines de este Acuerdo, la información militar clasificada es aquella información o material militar oficial que, en interés de la seguridad nacional del Gobierno remitente, y de acuerdo con las leyes y otras normas nacionales en vigor, requiere protección contra

difusión no autorizada y que ha sido designada como clasificada por la Autoridad apropiada. Esto incluye toda información clasificada, de cualquier tipo, escrita, oral o visual. El material puede ser cualquier documento, producto u otros objetos en los que la información se puede registrar o incluir. El material comprenderá cualquier objeto sin tener en cuenta su condición física o fisonomía, incluyendo, sin limitarse a ello: documentos, escritos, material de trabajo, equipo, maquinaria, aparatos, dispositivos, maquetas, fotografías, grabaciones, reproducciones, notas, borradores, planos, prototipos, diseños, configuraciones, mapas y cartas, así como cualquier otro producto, sustancia o elementos de los cuales se puede obtener información.

#### Artículo 4

A la información clasificada por cualquiera de los dos Gobiernos y remitida por un Gobierno al otro a través de conductos gubernamentales se le asignará una clasificación por las autoridades competentes del Gobierno destinatario que asegure un grado de protección equivalente al requerido por el Gobierno que remite la información.

Artículo 5

Este Acuerdo se aplicará a todos los intercambios de Información Militar clasificada entre todos los organismos y funcionarios autorizados de los dos Gobiernos. Sin embargo, este Acuerdo no afectará a la información clasificada para la cual se han establecido ya acuerdos separados de seguridad. Los detalles concernientes a los conductos de comunicación y aplicación de los anteriores principios serán el tema de acuerdos técnicos (incluyendo un Protocolo de Seguridad Industrial) correspondientes entre los organismos apropiados de los Gobiernos respectivos.

Artículo 6

Cada Gobierno permitirá a los expertos de seguridad del otro Gobierno hacer visitas periódicas a su territorio, cuando sea de mutua conveniencia, para discutir con sus autoridades de seguridad sus procedimientos e instalaciones para la protección de información militar clasificada proporcionada por el otro Gobierno. Cada Gobierno ayudará a estos expertos para determinar si tal información proporcionada por el otro Gobierno se protege de una forma adecuada.

Artículo 7

El Gobierno destinatario investigará todos los casos en los cuales se sabe o se sospecha que información militar clasificada del Gobierno remitente se ha perdido o se ha revelado a personas no autorizadas. El Gobierno receptor deberá informar prontamente y de una forma completa al Gobierno remitente de los detalles de tal suceso y de los resultados finales de la investigación y acción correctiva aplicada para prevenir repeticiones.

Artículo 8

- a. En el caso de que uno de los dos Gobiernos o sus contratistas decidan autorizar un contrato que lleve la transferencia de información militar clasificada, para realizar en el territorio del otro Gobierno, corresponderá al Gobierno del país en el que el contrato que implique la transferencia de información militar clasificada vaya a realizarse, establecer las medidas de seguridad para proteger esa información clasificada en su propio territorio según sus propias normas y necesidades.
- b. Antes de proporcionar a un contratista o posible contratista cualquier información militar clasificada recibida del otro Gobierno, el Gobierno destinatario:

1. Se asegurará de que el contratista o posible contratista y su instalación estén capacitados para proteger la información adecuadamente.
2. Se cerciorará de que la instalación cumple todos los requisitos adecuados de seguridad y expedirá a la instalación la habilitación de seguridad correspondiente.
3. Comprobará que todo el personal cuyas misiones requieran acceso a la información cumple los requisitos adecuados de seguridad y le expedirá la habilitación de seguridad correspondiente.
4. Se asegurará de que todas las personas que tienen acceso a la información están advertidas de sus responsabilidades para proteger la información, de acuerdo con las disposiciones vigentes.
5. Llevará a cabo inspecciones periódicas de seguridad de las instalaciones que hayan obtenido la correspondiente habilitación de seguridad.
6. Se asegurará de que el acceso a la información militar clasificada esté limitado a aquellas personas que tienen necesidad de ella para uso oficial. Cada Gobierno designará al organismo oficial que presentará al otro Gobierno las

solicitudes de autorización para visitar instalaciones sítas en territorio de éste último cuando ello implique el acceso a información militar clasificada; esta solicitud incluirá constancia de la habilitación de seguridad que posee el visitante, su puesto oficial y la razón de la visita. Se pueden conceder autorizaciones de mayor amplitud para visitas por períodos extensos. El Gobierno al que se envía la solicitud será responsable de avisar al contratista de la visita propuesta y de autorizarla.

Artículo 9

Los gastos en que se incurra al llevar a cabo investigaciones de seguridad e inspecciones requeridas por este Acuerdo, no estarán sujetos a reembolso.

Artículo 10

- a. El presente Acuerdo entrará en vigor desde la fecha de su firma.
- b. La vigencia de este Acuerdo será de cinco años y quedará prorrogada automáticamente por períodos de un

año, salvo que una de las Partes notifique por escrito a la otra su voluntad contraria, al menos seis meses antes del final de los indicados períodos de vigencia.

Hecho en Washington, el día 12 de Marzo de 1984 en inglés y en español, haciendo fe ambos textos.

Por el Gobierno de los Estados Unidos de América

POR EL GOBIERNO DEL REINO DE ESPAÑA

PROTOCOLO SOBRE

NORMAS DE SEGURIDAD PARA OPERACIONES INDUSTRIALES ENTRE EL DEPARTAMENTO DE DEFENSA DE LOS ESTADOS UNIDOS Y EL MINISTERIO DE DEFENSA DE ESPAÑA. (ANEJO AL ACUERDO SOBRE SEGURIDAD DE INFORMACION MILITAR CLASIFICADA).

1. OBJETIVO

- a. Se han redactado las Normas siguientes para desarrollar las disposiciones del Acuerdo de Seguridad General de Información Militar entre el Gobierno de los Estados Unidos y el Gobierno de España, establecido en fecha de 12 de Marzo de 1984. El Acuerdo determina la protección de toda información clasificada intercambiada entre ambos Gobiernos. Estas Normas de este Protocolo serán de aplicación para aquellos casos en que los contratos, subcontratos, negociaciones anteriores al contrato u otros compromisos aprobados por el Gobierno referentes a información clasificada de uno u otro país, de aquí en adelante conocidos como "contratos clasificados",

se establezcan por el Ministerio de Defensa de España o en su nombre en los Estados Unidos, o por el Departamento de Defensa de los Estados Unidos o en su nombre en España.

- b. Estas Normas de este Protocolo no serán de aplicación en el caso de contratos que puedan implicar el acceso a información criptográfica u otra información que no fuese divulgable de acuerdo con las reglas generales nacionales para la difusión de materias clasificadas. Las Sociedades que están sometidas a propiedad, control o intervención de un tercer país no son seleccionables para adjudicación de contratos clasificados.

El Gobierno que facilita la información puede estudiar las solicitudes de excepción a esta norma. Cada una de las solicitudes ha de ser considerada por separado. Estas solicitudes deben llevar la identificación de la fuente de las mismas, el monto y otros datos referentes a la propiedad, control o intervención extranjera.

c. A efectos del presente Protocolo, "información clasificada" es aquella información oficial que requiere, porque así se ha determinado en interés de la Seguridad Nacional del Gobierno que la posee o facilita, protección contra su divulgación no autorizada, y que así ha sido designada por la correspondiente autoridad de los servicios de seguridad. Este concepto abarca información clasificada de cualquier tipo, oral, visual o material. "Material" puede ser cualquier documento, producto o sustancia sobre los cuales o dentro de los cuales pueda registrarse o encubrirse información. El "material", comprenderá cualquier objeto sin tener en cuenta su condición física o fisonomía, incluyendo, sin limitarse a ello: documentos, escritos, material de trabajo, equipo, maquinaria, aparatos, dispositivos, maquetas, fotografías, grabaciones, reproducciones, notas, borradores, planos, prototipos, diseños, configuraciones, mapas y cartas, así como otros productos, sustancia o materiales de los que pueda extraerse información.

2. GENERALIDADES

Una vez recibida la información clasificada, facilitada en virtud de este Protocolo, el Gobierno destinatario (1) proporcionará a dicha información, prácticamente, el mismo nivel de protección que ésta tiene por parte del Gobierno que la remite. El Gobierno destinatario será el responsable de la información así recibida mientras ésta se encuentre en su jurisdicción territorial, y mientras esté en posesión de o sea facilitada a personas autorizadas a salir a algún país extranjero, de conformidad con este Protocolo. El Servicio de Investigaciones del Departamento de Defensa de los Estados Unidos (DIS) y, en el caso de España, la División de Inspecciones Industriales de la Dirección General de Armamento y Material (DII-DEGAM), para contratos de los Ejércitos de Tierra y Aire, y la Dirección de Construcciones de la Jefatura de Apoyo Logístico de la Armada (DIC-JAL), para contratos de la Armada, asumirán la

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(1) Siempre que el término "Gobierno" se utilice en este Protocolo, se está hablando del Ministerio de Defensa de España o del Departamento de Defensa de los Estados Unidos, a menos que se especifique lo contrario.

responsabilidad de aplicar las adecuadas medidas de seguridad para proteger un contrato clasificado, otorgado a la industria para su realización en los respectivos países bajo las mismas reglas y requisitos que los que rigen para la protección de sus propios contratos clasificados.

a. Inspecciones

El organismo designado por el Gobierno se encargara de que se lleven a cabo las necesarias inspecciones de seguridad industrial en cada una de las instalaciones del contratista parte de la negociación de un contrato clasificado, o en la ejecución del mismo.

b. Gastos de Seguridad

Los gastos producidos por las investigaciones o inspecciones de seguridad correrán a cargo del Gobierno que lleve a cabo el servicio. Los gastos efectuados por cualquiera de los dos Gobiernos para la puesta en práctica de otras medidas de seguridad, incluyendo gastos por utilización de servicios de correo diplomático o cualquier otro servicio oficial de correo autorizado, no serán reembolsados. En los

contratos clasificados figurarán disposiciones para gastos de seguridad en los que se incurra por razón de dicho contrato, tales como gastos especiales para empaquetado, transporte, etc., que serán sufragados por la parte para la que se requiera el servicio, de acuerdo con dicho contrato. Si con posterioridad a la fecha del contrato se cambiasen los requisitos de seguridad o la clasificación, en virtud del contrato en cuestión, y los gastos de seguridad y el tiempo requerido para la entrega del material fueran consecuentemente incrementados o reducidos, el precio del contrato, plazos programados de entrega, o ambos, y cualquier otra disposición del contrato que pudiera verse afectada, quedarán sujetos a un reajuste equitativo por razón de dicha variación en los gastos. Estos reajustes equitativos se llevarán a cabo de acuerdo con las correspondientes disposiciones que contemplan los cambios que rigen el contrato.

c. Habilitaciones de Seguridad

Las Habilitaciones de Seguridad de las instalaciones del contratista y del personal que vaya a tener acceso a la información clasificada, se tramitarán antes de que éste tenga lugar y de acuerdo con las normas al efecto del país destinatario.

d. Instrucciones

El organismo designado por el Gobierno se asegurará de que los contratistas o subcontratistas que tengan acceso a la información clasificada reciban instrucciones, estableciendo su responsabilidad en cuanto a la protección de dicha información, de acuerdo con las disposiciones y leyes vigentes.

e. Transmisión

La transmisión de información clasificada y material se llevará sólo a cabo a través de representantes designados por cada uno de los Gobiernos. Este procedimiento se conoce corrientemente como transmisión de información a través de canales Gobierno a Gobierno.

- (1) Para cada contrato, el contratista será informado de los canales de transmisión idóneos.
- (2) El material se preparará para su remisión de acuerdo con las normas y disposiciones del país que lo envía.

f. Divulgación pública de información

La divulgación pública de información perteneciente a un contrato clasificado, por parte de un contratista o subcontratista, estará regida por el Manual de Seguridad Industrial del Departamento de Defensa de los Estados Unidos, (DoDISM), DoD 5220.22-M, y el Manual de Seguridad Industrial de las Fuerzas Armadas del Ministerio de Defensa de España, (MSI). En el caso de una instalación española con un contrato clasificado norteamericano, la revisión previa inicial y la aprobación estarán regidas por el Manual de Seguridad Industrial español, con la aprobación final de las autoridades norteamericanas, de acuerdo con el DoDISM. Si se trata de una instalación estadounidense con un contrato clasificado español, la revisión previa inicial y la aprobación correspondiente estarán sujetas al DoDISM, con la aprobación final del organismo oficial español que tiene asignada esta responsabilidad.

g. Estampillado

El Organismo responsable del Gobierno remitente de la información estampillará la información clasificada

con la clasificación adecuada y el nombre del país de origen, antes de remitirla al otro Gobierno. Una vez recibida, a la información se le asignará una clasificación equivalente y será estampillada por el Organismo del Gobierno destinatario de la manera siguiente:

Tabla de Equivalencias en Categorías de Clasificación de

Seguridad

<u>Clasificación Española</u>	<u>Clasificación norteamericana</u>
SECRETO	TOP SECRET
RESERVADO	SECRET
CONFIDENCIAL	CONFIDENTIAL
DIFUSION LIMITADA	(Sin equivalente) <sup>(2)</sup>

La información clasificada producida o reproducida en el país destinatario relacionada con contratos clasificados se estampillará con los sellos de la clasificación asignada de ambos países, tal como se ha determinado anteriormente.

Las estampillas se aplicarán según las normas del país en el que la información se produce o reproduce.

- (2) a. Los documentos o material español que tengan la clasificación de "DIFUSION LIMITADA" no llevarán ningún estampillado de clasificación de seguridad por parte de los Estados Unidos pero se estampillarán en inglés con las palabras "SPANISH RESTRICTED". Por otra parte, se introducirá la siguiente anotación: "To be safeguarded in accordance with Department of Defense Industrial Security Manual (DoDISM), DoD 5220.22-M or Department of Defense Information Security Program Regulation, DoD 5200.1-R, as appropriate". Los documentos o material marcados de esta forma se guardarán en archivos, mesas de despacho, siempre bajo llave, o en zonas o espacios cerrados similares que impidan el acceso a toda persona no autorizada.
- b. Los documentos o material de trabajo estampillados "To be treated as CONFIDENTIAL" o "Modified Handling Authorized" tendrán estas marcas norteamericanas borradas o eliminadas cuando se retiren de los archivos para su correspondiente utilización. Se estampillarán de nuevo y se protegerán como se especifica en el parágrafo "a." anterior.
- c. Los documentos españoles con la clasificación de "Spanish RESTRICTED" (DIFUSION LIMITADA) se manejarán de forma tal que se impida su difusión, acceso o utilización, salvo para fines oficiales del Gobierno de los Estados Unidos o del país que los remite.
- d. Los documentos y el material que contengan información "DIFUSION LIMITADA" (SPANISH RESTRICTED) se facilitarán sólo a contratistas que tengan habilitación de seguridad hasta el nivel de CONFIDENCIAL dada por el Gobierno de los Estados Unidos y a personas con el mismo nivel de seguridad dado por el Gobierno de los Estados Unidos o por un contratista norteamericano. Tanto para instalaciones como para individuos se deberá hacer constar la necesidad de acceso a dicha información por razones oficiales.

- e. Los documentos que lleven la denominación "SPANISH RESTRICTED" (DIFUSION LIMITADA) se remitirán por correo de primera clase dentro de los Estados Unidos. Se enviarán en dos cubiertas de seguridad, la interior sellada con la siguiente denominación: "SPANISH RESTRICTED". La remisión de esta información fuera de los Estados Unidos se hará a través de medios autorizados para la manipulación de información clasificada norteamericana.
- f. La documentación norteamericana no clasificada procedente de una agencia gubernamental de los Estados Unidos y que contenga información que España haya clasificado como "DIFUSION LIMITADA" llevará en la cubierta y en la primera página la estampilla de "SPANISH RESTRICTED". Por otra parte se introducirá la siguiente anotación: "To be safeguarded in accordance with Department of Defense Industrial Security Manual (DoDISM) DoD 5220.22-M or Department of Defense Information Security Program Regulation, DoD 5220.1-R, as appropriate". En los documentos se identificará la información con la marca de "SPANISH RESTRICTED".

h. Cláusula de requisitos de seguridad

El organismo responsable del Gobierno que esté negociando un contrato clasificado para su ejecución en el otro país deberá incorporar al contrato una cláusula con los correspondientes requisitos de seguridad (3). Además, todo contratista en posesión de un contrato clasificado, deberá, por medio del mismo, ser requerido para que incorpore la misma cláusula con los correspondientes requisitos de seguridad a cualquier subcontrato que vaya a ser ejecutado dentro del otro país. Una copia del contrato, propuesta o documento subcontractual, incluyendo la cláusula de requisitos de seguridad, se remitirá a la mayor brevedad posible, a través de los correspondientes canales, al órgano gubernamental designado encargado de la seguridad del contrato.

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- (3) a. La cláusula de requisitos de seguridad adjunta al Apéndice A, o una cláusula equivalente apropiada pueden utilizarse para contratos concedidos a contratistas de los Estados Unidos.
- b. La cláusula de requisitos de seguridad adjunta al Apéndice B, o una cláusula equivalente apropiada, pueden utilizarse para contratos concedidos a contratistas españoles.

i. Directrices para la Clasificación de Seguridad

La autoridad correspondiente del Gobierno remitente facilitará las directrices de clasificación de

seguridad de cada uno de los elementos clasificados relacionados con el contrato al órgano designado del Gobierno destinatario, al contratista y al subcontratista. En el caso de los Estados Unidos, estas directrices se establecerán en una especificación de Clasificación de Seguridad para Contratos (DD Form 254). En el caso de España las directrices de clasificación se regirán por el M.I.S.-01 "Grado de Seguridad del Contrato". Las directrices deberán identificar a aquella información clasificada que proporciona el país contratante en relación con el contrato o información que se produzca como resultado de dicho contrato clasificado, y asignar a esa información la adecuada clasificación de seguridad. Una copia de las directrices de clasificación de seguridad, y una copia del contrato clasificado, propuesta o subcontrato, conteniendo la cláusula de requisitos de seguridad, se remitirán al organismo designado del Gobierno responsable de la administración de las medidas de seguridad. Las direcciones de las agencias designadas son las siguientes:

España

Excmo. Sr. Director General de Armamento y Material  
Ministerio de Defensa  
MADRID

.....

Excmo. Sr. Almirante Jefe de la Dirección de  
Construcciones de la Jefatura de Apoyo Logístico de la  
Armada  
Avenida Pío XII, nº 83  
MADRID-16

.....

Estados Unidos

Defense Investigative Service  
Attn: Deputy Director (Industrial Security)  
Department of Defense  
1900 Half Street, S. W.  
Washington, D.C. 20324

- j. Pérdida, cesión o posible cesión no autorizada de  
Información Clasificada  
El Gobierno destinatario investigará la pérdida,  
cesión o posible cesión no autorizada de información  
clasificada, suministrada por cualquiera de los  
Gobiernos conforme a estas normas, mientras esta  
información se encuentre bajo la protección del  
Gobierno destinatario. El Gobierno destinatario hará  
que sus organismos responsables investiguen todos los

casos en los que la información clasificada, procedente del Gobierno remitente y de la protección de la cual es responsable aquél, se haya perdido o se sospeche que ha sido revelada, o lo haya sido efectivamente, a personas no autorizadas. La Agencia responsable del Gobierno de donde parta la información será notificada inmediatamente de tales hechos. Posteriormente, la agencia gubernamental responsable será informada de las investigaciones finales y de la acción emprendida para evitar la repetición de estos hechos. El órgano responsable del Gobierno remitente eximirá a la agencia responsable del gobierno destinatario de posteriores responsabilidades por la pérdida de la información, de acuerdo con las circunstancias del caso.

k. Subcontratos

A menos que quede prohibido específicamente en el contrato clasificado, un contratista puede subcontratar por su parte, dentro de su propio país, de acuerdo con las normas de seguridad establecidas en dicho país para subcontratos clasificados, y dentro del país del Gobierno contratante, en virtud de las normas que rigen este acuerdo para establecer un contrato principal clasificado en dicho país.

1. Visitas

Las visitas relacionadas con el intercambio de información clasificada requieren la previa aprobación de ambos Gobiernos. La aprobación de tales visitas se concederá sólo a personas que estén en posesión de habilitaciones de seguridad válidas. La autorización para visitas con acceso a información clasificada se limitará a aquéllas estrictamente necesarias para fines oficiales en relación con el contrato clasificado. Cuando se requiera, la autorización para visitar las instalaciones del contratista principal llevará incluido el permiso para acceder a, o divulgar, información clasificada en las instalaciones de un subcontratista que esté realizando trabajos relacionados con el contrato principal.

- (1) En las Solicitudes para la autorización de una visita se incluirá la siguiente información:
- (a) Nombre y dirección del contratista o instalación.
  - (b) Nombre y categoría de la persona o personas a visitar, si se saben.
  - (c) Nombre del visitante propuesto, fecha y lugar de nacimiento del mismo, y nacionalidad actual.

- (d) Categoría oficial del visitante, incluyendo el contratista, u organismo que represente.
- (e) Grado actual de Habilitación de Seguridad del visitante.
- (f) Finalidad detallada de la visita e identificación del contrato, si existe.
- (g) Fecha o fechas de la visita, o tiempo durante el cual será válida la autorización para la misma.

Las solicitudes para la aprobación de visitas se remitirán de acuerdo con lo establecido en los párrafos 3 y 4 más adelante especificados.

- (2) Se hará una lista de las personas que han sido autorizadas por ambos Gobiernos a visitar, durante períodos que no excedan de un año, las instalaciones gubernamentales en cuestión o las instalaciones del contratista en relación con un contrato específico. Esta autorización puede ser renovada por períodos adicionales de hasta un año, de considerarse necesario para el cumplimiento del contrato. Las solicitudes para personas que estén en la lista aprobada de

visitas en relación con el contrato, se remitirán directamente, antes de dicha visita, a las autoridades correspondientes gubernamentales o instalaciones del contratista que ha de recibir dicha visita.

m. Visitas recíprocas de los Servicios Gubernamentales de Seguridad

Cada uno de los Gobiernos permitirá a los expertos de los servicios de seguridad del otro Gobierno realizar visitas periódicas a su territorio, cuando se considere mutuamente conveniente para tratar con las autoridades de los servicios de seguridad sobre procedimientos e instalaciones para la protección de información clasificada facilitada por el otro Gobierno. Cada uno de los gobiernos cooperará con dichos expertos para determinar si la información clasificada facilitada por su Gobierno al otro Gobierno está debidamente protegida.

NORMAS DE PROCEDIMIENTO SOBRE CONTRATOS CLASIFICADOS DE LOS  
ESTADOS UNIDOS EN ESPAÑA

a.    Generalidades

La división de Inspecciones Industriales de la Dirección General de Armamento y Material o la Dirección de Construcciones de la Jefatura de Apoyo Logístico, según proceda, tendrán la responsabilidad general de gestionar la autorización para la entrada a instalaciones y la aprobación de visitas del personal de los Estados Unidos cuando se deseen establecer negociaciones previas a un contrato clasificado, que conduzcan a la posible concesión del mismo en España.

La División de Inspecciones Industriales de la Dirección General de Armamento y Material o la Dirección de Construcciones de la Jefatura de Apoyo Logístico son los órganos a través de los cuales los departamentos o agencias de los Estados Unidos pueden gestionar la concesión de contratos básicos y los contratistas de los Estados Unidos pueden gestionar la concesión de subcontratos en España. Los Departamentos o agencias de los Estados Unidos presentarán la solicitud directamente a la:

Dirección General de Armamento y Material  
Ministerio de Defensa  
MADRID

.....

Dirección de Construcciones  
Jefatura de Apoyo Logístico de la Armada  
Avenida Pío XII, nº 83  
MADRID-16

b. Procedimientos previos al contrato

Antes de autorizar la divulgación de la información clasificada a un contratista o posible contratista español, la agencia responsable del Gobierno de los Estados Unidos se pondrá en comunicación directa con la división de Inspecciones Industriales de la Dirección General de Armamento y Material o la Dirección de Construcciones de la Jefatura de Apoyo Logístico, según proceda, para:

- (1) Obtener información sobre la habilitación de seguridad de la instalación en cuestión, para seguir negociaciones sobre temas clasificados.
- (2) Obtener información sobre la habilitación de seguridad del personal del contratista con quien

se desea la entrevista.

- (3) Determinar las posibilidades de la instalación para proteger adecuadamente la información clasificada.

c. Visitas

Las solicitudes para la aprobación de visitas individuales o para la confección de una lista para visitas repetidas las remitirá el Departamento o agencia correspondiente de los Estados Unidos a la División de Inspecciones Industriales de la Dirección General de Armamento y Material o a la Dirección de Construcciones de la Jefatura de Apoyo Logístico.

NORMAS DE PROCEDIMIENTO SOBRE CONTRATOS CLASIFICADOS DE ESPAÑA EN LOS ESTADOS UNIDOS

a. Generalidades

El organismo de contacto inicial para la concesión de un contrato clasificado en los Estados Unidos será el Defense Investigative Service, Attn: Deputy Director (Industrial Security). Dicha oficina designará la correspondiente oficina de seguridad que estará

encargada de las medidas de seguridad para las negociaciones previas al contrato y la ejecución posterior del mismo o de un subcontrato. Se remitirá notificación de esta designación a la División de Inspecciones Industriales de la Dirección General de Armamento y Material y a la Dirección de Construcciones de la Jefatura de Apoyo Logístico según los casos.

b. Procedimientos previos al contrato

Antes de autorizar la divulgación de la información clasificada a un contratista o posible contratista norteamericano, el organismo responsable del Gobierno de España se comunicará directamente con el Defense Investigative Service con el fin de:

- (1) Obtener información sobre el grado de habilitación de seguridad de la instalación en cuestión.
- (2) Obtener información sobre el grado de habilitación de seguridad del personal del contratista con quien se desea la entrevista.
- (3) Determinar las posibilidades de la instalación para proteger adecuadamente la información clasificada.

c. Visitas

Las solicitudes para la aprobación de visitas individuales o para la confección de una lista aprobada para visitas repetidas, serán remitidas por el órgano correspondiente del Gobierno de España a los siguientes Departamentos según los casos:

Department of the Army  
Assistant Chief of Staff for Intelligence  
Attn: Foreign Liaison Directorate (DAMI-FLS)  
Washington, D. C. 20310

(Departamento del Ejército  
Segundo Jefe del Estado mayor para la Inteligencia  
A la Atención de: Dirección de Enlaces Extranjeros  
(DAMI-FLS)  
Washington, D. C. 20310)

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Department of the Navy  
Foreign Disclosure and Policy Control Branch  
Office of the Chief of Naval Operations (OP 622E)  
Washington, D. C. 20350

(Departamento de Marina  
Sección de Control y Divulgación Exterior  
Oficina del Jefe de Operaciones Navales  
Washington, D. C. 20350)

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Department of the Air Force  
International Affairs Division  
Information Branch (CVA11)  
Office of the Vice Chief of Staff  
Washington, D. C. 20330

(Departamento de las Fuerzas Aéreas  
División de Asuntos Internacionales  
Sección de Información  
Oficina del Segundo Jefe de Estado Mayor  
Washington, D. C. 20330)

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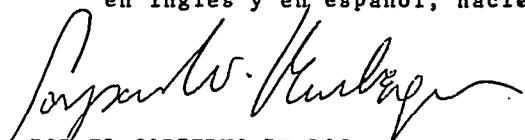
Defense Intelligence Agency  
Foreign Liaison Branch (DI-4A)  
Washington, D. C. 20301

(Agencia de Inteligencia para la Defensa  
Sección de Enlaces Extranjeros (DI-4A)  
Washington, D. C. 20301)

.....

5. El presente Protocolo, juntamente con sus dos anejos,  
entrará y permanecerá en vigor según lo estipulado en el  
Artículo 10 del Acuerdo sobre Seguridad de Información  
Militar Clasificada.

Hecho en Washington, el día 12 de Marzo de 1984  
en inglés y en español, haciendo fe ambos textos.



POR EL GOBIERNO DE LOS  
ESTADOS UNIDOS DE AMERICA

POR EL GOBIERNO DEL  
REINO DE ESPAÑA



Apendices:

- A - Requisitos de Seguridad para Contratos Espanoles  
B - Requisitos de Seguridad para Contratos Estadounidenses

APENDICE "A"  
AL PROTOCOLO SOBRE

NORMAS DE SEGURIDAD PARA OPERACIONES INDUSTRIALES ENTRE EL  
DEPARTAMENTO DE DEFENSA DE LOS ESTADOS UNIDOS  
Y EL MINISTERIO DE DEFENSA DE ESPAÑA

CLAUSULA DE REQUISITOS DE SEGURIDAD PARA INCLUSION EN CONTRATOS  
CLASIFICADOS DE ESPAÑA ADMINISTRADOS POR LOS ESTADOS UNIDOS

1. Las disposiciones de esta cláusula se basan sobre un acuerdo entre el Gobierno de los Estados Unidos y el Gobierno de España, y se aplicarán en la medida en que este contrato implique acceso o posesión de información a la que el Gobierno de España haya asignado una clasificación de seguridad.
  
2. El Gobierno de España asignará una clasificación de seguridad a cada uno de los elementos de información clasificada que se proporcione o que vaya a producirse en virtud de este contrato, e informará al Defense Investigative Service, Attn: Deputy Director (Industrial Security), de tales elementos y su clasificación de

seguridad. Si la información clasificada fuese divulgada oralmente como consecuencia de una visita al contratista por el Gobierno de España o en nombre de éste, el contratista será informado de tal clasificación de seguridad. El Defense Investigative Service (DIS) deberá asegurar que se obtengan del Gobierno de España las correspondientes directrices de clasificación para cada elemento de la información clasificada que se proporcione o que vaya a producirse en virtud del contrato. Garantizará también que a dicha información se le asigne una clasificación de seguridad equivalente en los Estados Unidos. El Gobierno de España mantendrá al día todas las clasificaciones de seguridad, e informará al Defense Investigative Service, Attn: Deputy Director (Industrial Security), de todos los cambios que puedan producirse. Cada elemento clasificado de este contrato será guardado y protegido por el contratista como información clasificada norteamericana, con la categoría equivalente establecida en la tabla de equivalencia de seguridad del párrafo 2.g. del Protocolo de Seguridad. Dicha información estará sujeta a las leyes y reglamentos de los Estados Unidos. La información clasificada producida o reproducida en los Estados Unidos en relación con contratos clasificados se estampillará con los correspondientes sellos de

clasificación asignada por ambos países. Los estampillados se aplicarán en la forma establecida en las disposiciones del país en el que se produce o reproduce la información.

3. El contratista norteamericano no hará uso de ninguna información clasificada norteamericana en relación con este contrato, excepto con la autorización expresa y escrita de la agencia de los Estados Unidos responsable de dicha información.
4. La información clasificada española suministrada o producida en virtud de este contrato no se utilizará para ningún otro propósito sin la autorización expresa y escrita del órgano español responsable de la misma.
5. Dado que los elementos de este contrato llevan o pueden llevar asignada una clasificación de seguridad de la tabla de equivalencias mencionada anteriormente, el contratista norteamericano protegerá todos los elementos clasificados de dicho contrato y proporcionará y mantendrá un sistema de controles de seguridad dentro de su propia organización, de acuerdo con los requisitos contenidos en:

- a. El Acuerdo de Seguridad del Departamento de Defensa (DD-Form 441) entre el contratista y el Gobierno de los Estados Unidos, incluyendo el Manual de Seguridad Industrial del Departamento de Defensa para la Protección de Información Clasificada, vigente en la fecha de este contrato, y cualquier modificación al Acuerdo de Seguridad, con el propósito de adaptar el Manual al Trabajo del contratista.
  - b. Cualquier enmienda a dicho Manual, hecha después de la fecha de este contrato, cuya notificación se haya remitido al contratista por la Oficina de Seguridad competente.
6. Los representantes de la Oficina de Seguridad competente estarán autorizados a inspeccionar, a intervalos razonables, los procedimientos, métodos e instalaciones utilizados por el contratista de los Estados Unidos, para verificar el cumplimiento de los requisitos de seguridad que rigen este contrato, en los Estados Unidos. Si el Gobierno de los Estados Unidos considerase que el contratista no está cumpliendo con las disposiciones de seguridad de este contrato, éste será informado por escrito a través de la Oficina de Seguridad competente de las medidas que debe tomar para hacer que se cumplan dichas disposiciones.

7. Si con posterioridad a la fecha de este contrato, el Gobierno de España o el Gobierno de los Estados Unidos cambiasen las clasificaciones o disposiciones de seguridad que rigen el mismo, y los gastos de seguridad, en virtud de dicho contrato, se viesen consecuentemente incrementados o reducidos, el precio del contrato quedará sujeto a un reajuste equitativo, en razón de dicho incremento o reducción en los costos.
8. El contratista de los Estados Unidos está de acuerdo en insertar disposiciones de seguridad que se ajusten sustancialmente al lenguaje de esta cláusula, incluyendo este extremo en todos los subcontratos concedidos a contratistas de los Estados Unidos bajo este contrato, que impliquen el acceso a información clasificada. En el caso de que el contratista de los Estados Unidos propusiera conceder un subcontrato a un tercero que no sea un contratista norteamericano o español deberá obtener un previo permiso del Gobierno de España, el cual, si lo concede, facilitará la adecuada cláusula de requisitos de seguridad.
9. El contratista de los Estados Unidos se compromete también a hacer que cualquier subcontratista propuesto por él para

el abastecimiento de materiales y prestación de servicios que impliquen el acceso a información clasificada bajo la custodia del contratista de los Estados Unidos, cumpla con los siguientes requisitos:

- a. Si está situado en los Estados Unidos, ha de tener una habilitación de seguridad válida del Departamento de Defensa de los Estados Unidos, del grado apropiado, así como la posibilidad de proteger adecuadamente la información clasificada antes de que le sea concedido el acceso a dicha información.
- b. Si está situado en otro país, haber sido autorizado por el Gobierno de España para tener acceso a su información clasificada, antes de que le sea concedido dicho acceso.

APENDICE "B"AL PROTOCOLO SOBRE

NORMAS DE SEGURIDAD PARA OPERACIONES INDUSTRIALES ENTRE EL  
DEPARTAMENTO DE DEFENSA DE LOS ESTADOS UNIDOS  
Y EL MINISTERIO DE DEFENSA DE ESPAÑA

CLAUSULA DE REQUISITOS DE SEGURIDAD PARA INCLUSION EN CONTRATOS  
CLASIFICADOS DE LOS ESTADOS UNIDOS ADMINISTRADOS POR ESPAÑA

1. Las disposiciones de esta cláusula se basan sobre un acuerdo entre el Gobierno de los Estados Unidos y el Gobierno de España, y se aplicarán en la medida en que este contrato implique acceso o posesión de información a la que el Gobierno de los Estados Unidos haya asignado una clasificación de seguridad.
  
2. El Gobierno de los Estados Unidos asignará una clasificación de seguridad a cada uno de los elementos de información clasificada que se proporcione o que vaya a producirse en virtud de este contrato, e informará a la División de Inspecciones Industriales de la Dirección General de Armamento y Material, o a la Dirección de Construcciones de la Jefatura de Apoyo Logístico, según

proceda, de tales elementos y su clasificación de seguridad. Si la información clasificada fuese divulgada oralmente como consecuencia de una visita al contratista por el Gobierno de los Estados Unidos o en su nombre, el contratista será informado de tal clasificación de seguridad. La División de Inspecciones Industriales de la Dirección General de Armamento y Material o la Dirección de Construcciones de la Jefatura de Apoyo Logístico, según los casos, comprobará que para cada uno de los elementos de la información clasificada se obtengan las correspondientes directrices de clasificación del Gobierno de los Estados Unidos, lo mismo para aquella información que se suministre como para la que se produzca como consecuencia del contrato en cuestión. Garantizará también que a dicha información se le asigne una clasificación de seguridad española equivalente. El Gobierno de los Estados Unidos mantendrá al día todas las clasificaciones de seguridad, e informará según los casos a la División de Inspecciones Industriales de la Dirección General de Armamento y Material o a la Dirección de Construcciones de la Jefatura de Apoyo Logístico de cualquier cambio que pueda producirse. Cada uno de los elementos clasificados de este contrato será guardado y protegido por el contratista como información clasificada española con la categoría establecida en la

tabla de equivalencias de seguridad del párrafo 2.g. del Protocolo de Seguridad. Dicha información estará sujeta a las disposiciones previstas en las leyes y reglamentos españoles. La información clasificada producida o reproducida en España en relación con contratos clasificados se marcará con los estampillados de clasificación correspondiente de ambos países. Los estampillados se aplicarán en la forma establecida en las disposiciones del país en el que se produce o reproduce la información.

3. El contratista español no hará uso de ninguna información clasificada española en relación con este contrato, excepto con la autorización expresa y escrita del órgano español responsable de dicha información.
4. La información clasificada norteamericana suministrada o producida como consecuencia de este contrato no se utilizará para ningún otro propósito sin la autorización expresa y escrita de la agencia norteamericana responsable de la misma.
5. Dado que los elementos de este contrato llevan o pueden llevar asignada una clasificación de seguridad de las

contenidas en la tabla de equivalencias mencionada anteriormente, el contratista español protegerá todos los elementos clasificados de este contrato, y facilitará y mantendrá un sistema de controles de seguridad dentro de su propia organización, de acuerdo con los requisitos contenidos en:

- a. El "acuerdo de seguridad" entre el contratista y el Gobierno de España, y cualquier modificación a dicho "acuerdo", con el fin de adaptar estas disposiciones al trabajo del contratista.
  - b. Cualquier enmienda a dichas disposiciones hecha después de la fecha de este contrato, cuya notificación se haya remitido al contratista por la División de Inspecciones Industriales de la Dirección General de Armamento Y Material o en su caso por la Dirección de Construcciones de la Jefatura de Apoyo Logístico, segun la que tenga la responsabilidad de la seguridad de la instalación.
6. Los representantes de la División de Inspecciones Industriales de la Dirección General de Armamento y Material y la Dirección de Construcciones de la Jefatura de Apoyo Logístico estarán autorizados a inspeccionar, a

intervalos razonables, los procedimientos, métodos e instalaciones utilizados por el contratista español, para verificar el cumplimiento de los requisitos de seguridad de este contrato, en territorio español. Si el Gobierno de España determinase que el contratista español no cumple las normas de seguridad de este contrato, éste será informado por escrito a través de la División de Inspecciones Industriales de la Dirección General de Armamento y Material o la Dirección de Construcciones de la Jefatura de Apoyo Logístico, según proceda, de las medidas que debe tomar para hacer que se cumplan dichas normas.

7. Si con posterioridad a la fecha de este contrato, el Gobierno de España o el Gobierno de los Estados Unidos cambiaseen las clasificaciones o normas de seguridad que rigen al mismo, y los gastos de seguridad de éste se viesen, consecuentemente, incrementados o reducidos, el precio del contrato quedará sujeto a un reajuste equitativo en razón de tal incremento o reducción de costes.
8. El contratista español está de acuerdo en insertar normas que se ajusten sustancialmente al lenguaje de esta cláusula, incluyendo este extremo en todos los subcontratos

extendidos a contratistas españoles, que impliquen el acceso a información clasificada. En el caso de que el contratista español proponga conceder un subcontrato a otra persona que no sea un contratista español o norteamericano, deberá obtener un previo permiso del Gobierno de los Estados Unidos, el cual, si lo concede, facilitará la adecuada cláusula de requisitos de seguridad.

9. El contratista español se compromete a garantizar que cualquier subcontratista propuesto por él para el abastecimiento de materiales y prestación de servicios que impliquen el acceso a información clasificada bajo la custodia del contratista español cumpla con los siguientes requisitos:

a. Si está situado en España, ha de tener una habilitación de seguridad válida y del grado apropiado, de la División de Inspecciones Industriales de la Dirección General de Armamento y Material o de la Dirección de Construcciones de la Jefatura de Apoyo Logístico, según los casos, así como la posibilidad de proteger adecuadamente la información clasificada, antes de que le sea concedido el acceso a dicha información.

- b. Si está situado en cualquier otro país, haber sido autorizado por el Gobierno de los Estados Unidos para tener acceso a su información clasificada, antes de que le sea concedido dicho acceso.

## **GRENADA**

### **Peacekeeping**

*Agreement effected by exchange of notes  
Signed at St. George's March 12 and 13, 1984;  
Entered into force March 13, 1984.*

*The Grenadian Governor-General to the American Ambassador*Ref. G.H. 4/012

GOVERNOR-GENERAL'S HOUSE

GRENAADA

March 12, 1984.

Your Excellency,

I have the honour to refer to the tragic events which began in Grenada on October 12 and led to the death of Prime Minister Bishop, several cabinet ministers and others, and to the consequent interruption in the functioning of governmental institutions. In the face of an increasingly chaotic situation which posed an imminent risk of further public disorder and violence in Grenada, I sought the assistance of the other member countries of the Organization of Eastern Caribbean States (OECS) and the United States in the restoration of peace, order and security in Grenada.

In response, the other member countries of the OECS arranged for assistance to be provided by contingents from four OECS member states--Antigua, Dominica, St. Lucia and St. Vincent--as well as contingents from Jamaica, Barbados and the United States. The people of Grenada have welcomed the presence of these forces as a positive and decisive step forward in the restoration of peace, order and security, helping to bring about conditions that will permit the Grenadian people to freely choose their governmental institutions.

Ambassador Charles A. Gillespie  
American Embassy  
Grenada

The presence of these forces in Grenada makes it desirable to establish formal arrangements concerning their mission and status. Accordingly, I am proposing to all of the nations participating in the joint force that the arrangements under which these forces are present in Grenada be formalized in accordance with the following:

The mandate of these forces is to assist Grenadian authorities in restoring peace, order and security in Grenada so that our democratic institutions may begin to function according to the expressed wishes of the Grenadian people at the earliest possible time.

In this context I have the honour to propose that the Armed Forces of the United States of America continue to participate in this effort, subject to the following terms and conditions:

- United States Forces shall carry out appropriate activities consistent with the mandate of the joint force;
- There will be a liaison and coordination committee, composed of representatives of the participating forces, and chaired by a representative named by me in my capacity as Governor-General;
- It is understood that the presence of United States Forces will be needed only to meet the urgent requirements posed by the current situation. The force contributors and I in my capacity as Governor-General or other competent Grenadian authorities will consult fully concerning the need for continued presence of elements of the force. United States forces will depart Grenada at my request, or upon the decision of the President of the United States;
- United States forces in Grenada shall enjoy freedom of movement, and the right to undertake those activities deemed necessary for the performance of their mission, and for the support of their personnel. Accordingly, United States forces and personnel shall be exempt from all forms of Grenadian duties, taxes, charges or levies. They shall also be exempt from immigration and customs requirements,

and restrictions on entering and departing Grenada. United States forces and personnel shall be accorded the status provided to the technical and administrative staff of diplomatic missions under the Vienna Convention on Diplomatic Relations.<sup>1</sup>]

I have further the honour to propose, if the foregoing is acceptable to Your Excellency's Government, that Your Excellency's reply to that effect, together with this note, shall constitute an agreement between our two governments, to enter into force on the date of Your Excellency's reply.

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



Paul Scoon  
GOVERNOR-GENERAL.

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<sup>1</sup> TIAS 7502; 23 UST 3227.

*The American Ambassador to the Grenadian Governor-General*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 4

St. George's, March 13, 1984

Excellency:

I have the honor to refer to Your Excellency's note of March 12, 1984, requesting that United States forces continue to participate in the effort organized by the Organization of Eastern Caribbean States to provide assistance in restoring peace, order and security in Grenada, and formalizing the arrangements under which United States forces are present in Grenada. I am pleased to inform you on behalf of my government that the United States is prepared to continue its participation in this effort on the understanding that command authority over United States forces shall continue to be exercised exclusively by the United States Government through existing U.S. military channels.

I have the further honor to inform you that my government accepts the terms and conditions concerning the presence of the United States forces in Grenada as set forth in your note, and that Your Excellency's note and this reply accordingly constitute an agreement between our two governments.

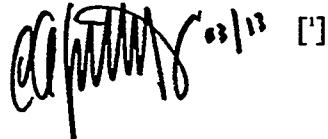
Accept Excellency, the renewed assurances of my  
highest consideration.

His Excellency

Sir Paul Scoon

Governor General

St. George's, Grenada



A handwritten signature in black ink, appearing to read "SIR PAUL SCOOON". To the right of the signature is a small bracketed superscript mark, possibly indicating a file number or reference: "63|13 [1]".

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<sup>1</sup> Charles Anthony Gillespie.

## **JAPAN**

### **Whaling: International Observer Scheme**

*Agreement extending the agreement of May 2, 1975, as extended.  
Effectuated by exchange of notes  
Signed at Tokyo March 16, 1984;  
Entered into force March 16, 1984.*

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

**EMBASSY OF THE  
UNITED STATES OF AMERICA**

No. 107

Tokyo, March 16, 1984

Excellency:

I have the honor to refer to the Agreement between the United States of America and Japan concerning an International Observer Scheme for Whaling Operations from Land Stations in the North Pacific Ocean, signed at Tokyo on May 2, 1975.<sup>[1]</sup> I have the honor to propose on behalf of the Government of the United States of America that the provisions of the Agreement shall be applied, in accordance with the laws and regulations of the respective countries, until March 31, 1986.

I have further the honor to propose that if the foregoing proposal is acceptable to the Government of Japan, the present Note and Your Excellency's Note in reply indicating such acceptance shall be regarded

His Excellency

Shintaro Abe

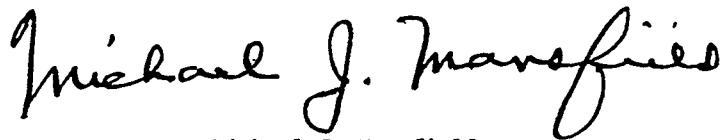
Minister for Foreign Affairs

of Japan

<sup>1</sup> TIAS 8088; 26 UST 1009.

as constituting an agreement between the two  
Governments, which will enter into force on the date  
of Your Excellency's reply.

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



Michael J. Mansfield  
Ambassador Extraordinary  
and Plenipotentiary of  
the United States of America

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

書簡をもつて啓上いたします。本大臣は、本日付けの閣下の次の書簡を受領したことと確認する光榮を有します。

本使は、千九百七十五年五月二日に東京で署名された北太平洋における鯨体処理場による捕鯨のための国際監視員制度に関するアメリカ合衆国と日本国との間の協定に言及する光榮を有します。本使は、同協定の規定が、それぞれ自国の法令に従い、千九百八十六年三月三十一日まで適用されるものとすることをアメリカ合衆国政府に代わつて提案する光榮を有します。

本使は、更に、前記の提案が日本国政府にとつて受諾し得るものであるときは、この書簡及び受諾を表明される閣下の返簡が両政府間の合意を構成するものとみなし、その合意が閣下の返簡の日付の日に効力を生ずるものとすることを提案

する光栄を有します。

本大臣は、更に、アメリカ合衆国政府の前記の提案が日本国政府にとつて受諾し得るものであることを確認するとともに、閣下の書簡及びこの返簡が両政府間の合意を構成するものとみなし、その合意がこの返簡の日付の日に効力を生ずるものとすることに同意する光栄を有します。

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

千九百八十四年三月十六日に東京で

日本国外務大臣



アメリカ合衆国特命全権大使

マイケル・J・マンスフィールド閣下

Translation

Tokyo, March 16, 1984

Excellency,

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honor to refer to the Agreement between the United States of America and Japan concerning an International Observer Scheme for Whaling Operations from Land Stations in the North Pacific Ocean, signed at Tokyo on May 2, 1975. I have the honor to propose on behalf of the Government of the United States of America that the provisions of the Agreement shall be applied, in accordance with the laws and regulations of the respective countries, until March 31, 1986.

I have further the honor to propose that if the foregoing proposal is acceptable to the Government of Japan, the present Note and Your Excellency's Note in reply indicating such acceptance shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply."

His Excellency

Mr. Michael J. Mansfield  
Ambassador Extraordinary  
and Plenipotentiary  
of the United States of America

I have further the honor to confirm that the foregoing proposal of the Government of the United States of America is acceptable to the Government of Japan and to agree that Your Excellency's Note and this Note shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

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

(Signed) Shintaro Abe  
Minister for Foreign Affairs  
of Japan



## CYPRUS

### Double Taxation: Taxes on Income

*Convention, with exchange of notes, signed at Nicosia March 19, 1984;*

*Transmitted by the President of the United States of America to the Senate August 21, 1984 (Treaty Doc. No. 98-32, 98th Cong., 2d Sess.);*

*Reported favorably by the Senate Committee on Foreign Relations December 11, 1985 (S. Ex. Rept. No. 99-8, 99th Cong., 1st Sess.);*

*Advice and consent to ratification by the Senate December 16, 1985;*

*Ratified by the President December 23, 1985;*

*Ratified by Cyprus December 18, 1985;*

*Ratifications exchanged at Washington December 31, 1985;*

*Proclaimed by the President September 9, 1986;*

*Entered into force December 31, 1985.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA  
A PROCLAMATION

CONSIDERING THAT:

The Convention between the United States of America and Cyprus for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income, together with an exchange of notes, was signed at Nicosia on March 19, 1984, the texts of which are hereto annexed;

The Senate of the United States of America by its resolution of December 16, 1985, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention;

The Convention was ratified by the President of the United States of America on December 23, 1985, in pursuance of the advice and consent of the Senate, and was ratified on the part of Cyprus on December 18, 1985;

The instruments of ratification of the Convention were exchanged at Washington on December 31, 1985, and accordingly the Convention entered into force on that date, its provisions to have effect as specified in Article 30;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention and exchange of notes to the end that they be observed and fulfilled with good faith on and after December 31, 1985, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington

this ninth day of

September in the year of

our Lord one thousand

nine hundred eighty-six

and of the Independence

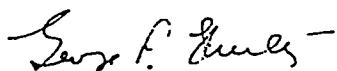
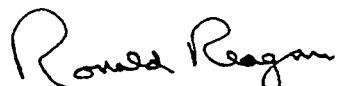
of the United States of

America the two hundred

eleventh.

[SEAL]

By the President:



Secretary of State

CONVENTION BETWEEN THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA AND THE GOVERNMENT OF  
THE REPUBLIC OF CYPRUS 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 the Republic of Cyprus, desiring to  
conclude a convention for the avoidance of double taxation  
and the prevention of fiscal evasion with respect to taxes  
on income, have agreed as follows:

Article 1

## TAXES COVERED

(1) The taxes which are the subject of this Convention are:

(a) In the case of the United States, the Federal income taxes imposed by the Internal Revenue Code and the excise taxes imposed on insurance premiums paid to foreign insurers and with respect to private foundations, but excluding the accumulated earnings tax, the personal holding company tax and the social security taxes (the United States tax). The excise tax imposed on insurance premiums paid to foreign insurers is covered, however, only to the extent that the foreign insurer does not reinsure such risks with a person not entitled to exemption from such tax under this or another convention.

(b) In the case of Cyprus, the Income Tax, the Capital Gains Tax and the Special Contribution (the Cypriot Tax).

(2) This Convention shall also apply to taxes substantially similar to those covered by paragraph (1) which are imposed in addition to, or in place of, existing taxes after the date of signature of this Convention.

(3) For the purpose of Article 7 (Non-Discrimination), this Convention shall also apply to taxes of every kind imposed at the national, state, or local level. For the purpose of Article 28 (Exchange of Information), this Convention shall also apply to taxes of every kind imposed at the national level.

Article 2

## GENERAL DEFINITIONS

(1) In this Convention, unless the context otherwise requires:

(a) The term "United States" means the United States of America and when used in a geographical sense includes the states thereof and the District of Columbia, the territorial waters of the United States, and any area outside the states and the District of Columbia which in accordance with international law and the laws of the United States is an area within which the rights of the United States with respect to the natural resources of the seabed and subsoil may be exercised;

(b) The term "Cyprus" means the Republic of Cyprus and when used in a geographical sense includes the territorial waters of Cyprus and any area outside Cyprus which in accordance with international law and the laws of Cyprus is an area within which the rights of Cyprus with respect to the natural resources of the seabed and subsoil may be exercised;

(c) The term "Contracting State" means the United States or Cyprus, as the context requires;

(d) The term "person" includes an individual, a partnership, a corporation, an estate, a trust, or any other body of persons;

(e) (i) The term "United States corporation" or "corporation of the United States" means a corporation which is created or organized under the laws of the United States or any state thereof or of the District of Columbia, or any unincorporated entity treated as a

United States corporation for United States tax purposes; and

(ii) The term "Cypriot corporation" or "corporation of Cyprus" means an entity (other than a United States corporation) treated as a body corporate for tax purposes under the laws of Cyprus, which is resident in Cyprus for the purposes of Cypriot tax;

(f) The term "competent authority" means:

(i) In the case of the United States, the Secretary of the Treasury or his delegate; and

(ii) In the case of Cyprus, the Minister of Finance or his authorized representative;

(g) The term "State" means any National State, whether or not a Contracting State;

(h) The term "international traffic" means any transport by ship or aircraft, except where such transport is solely between places in the other Contracting State;

(i) The reference to a rate of tax or tax burden which is "substantially less than" means less than 50 percent of.

(2) Any other term used in this Convention and not defined in this Convention shall, unless the context otherwise requires, have the meaning which it has under the laws of the Contracting State whose tax is being determined. Notwithstanding the preceding sentence, if the meaning of such a term under the laws of a Contracting State is different from the meaning of the term under the laws of the other Contracting State, or if the meaning of such a term is not readily determinable under the laws of a

Contracting State, the competent authorities of the Contracting States may, in order to prevent double taxation or to further any other purpose of this Convention, establish a common meaning of the term for the purposes of this Convention.

Article 3

## FISCAL RESIDENCE

(1) In this Convention:

(a) The term "resident of Cyprus" means:

(i) A Cypriot corporation; and

(ii) Any person (except a corporation)

resident in Cyprus for the purposes of its tax, but in the case of income derived or paid by a partnership, estate, or trust this term applies only to the extent that the income derived by such person is subject to Cypriot tax as the income of a resident either in its hands or in the hands of its partners or beneficiaries.

(b) The term "resident of the United States" means:

(i) A United States corporation; and

(ii) A United States citizen and any person (except a corporation) resident in the United States for the purposes of its tax, but in the case of income derived or paid by a partnership, estate, or trust this term applies only to the extent that the income derived by such person is subject to United States tax as the income of a resident either in its hands or in the hands of its partners or beneficiaries.

(2) Where by reason of the provisions of paragraph (1) an individual is a resident of both Contracting States:

(a) He shall be deemed to be a resident of that Contracting State in which he maintains his permanent home. If he has a permanent home in both Contracting States or in neither of the Contracting States, he

shall be deemed to be a resident of that Contracting State with which his personal and economic relations are closer (center of vital interests):

(b) If his center of vital interests is in neither of the Contracting States or cannot be determined, he shall be deemed to be a resident of that Contracting State in which he has a habitual abode;

(c) If he has a habitual abode in both Contracting States or in neither of the Contracting States, he shall be deemed to be a resident of the Contracting State of which he is a citizen; and

(d) If he is a citizen of both Contracting States or of neither Contracting State the competent authorities of the Contracting States shall settle the question by mutual agreement.

(3) An individual who is deemed to be a resident of a Contracting State and not a resident of the other Contracting State by reason of the provisions of paragraph (2) shall be deemed to be a resident only of the first-mentioned Contracting State for all purposes of this Convention, including Article 4 (General Rules of Taxation).

(4) Where by reason of the provisions of paragraph (1) a person other than an individual or a corporation is a resident of both Contracting States, the competent authorities of the Contracting States shall by mutual agreement endeavour to settle the question and to determine the mode of application of the Convention to such person.

Article 4

## GENERAL RULES OF TAXATION

(1) A resident of a Contracting State may be taxed by the other Contracting State on any income from sources within that other Contracting State and only on such income, subject to any limitations set forth in this Convention. For this purpose, the rules set forth in Article 6 (Source of Income) shall be applied to determine the source of income.

(2) The provisions of this 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 a Contracting State in the determination of the tax imposed by that Contracting State; or

(b) By any other agreement between the Contracting States.

(3) Notwithstanding any provisions of this Convention except paragraph (4) of this Article, a Contracting State may tax a citizen or resident of that Contracting State as if this Convention had not come into effect. For this purpose the term "citizen" shall include a former citizen whose loss of citizenship had as one of its principal purposes the avoidance of tax, but only for a period of 10 years following such loss.

(4) The provisions of paragraph (3) shall not affect:

(a) The benefits conferred by a Contracting State under Articles 5 (Relief from Double Taxation), 7 (Non-Discrimination), 24 (Social Security Payments), and 27 (Mutual Agreement Procedure); and

(b) The benefits conferred by a Contracting State under Articles 21 (Students and Trainees) and

22 (Governmental Functions) upon individuals who are neither citizens of, nor have immigrant status in, that Contracting State.

(5) Where, pursuant to any provision of this Convention, a Contracting State reduces the rate of tax on, or exempts, income of a resident of the other Contracting State and under the law in force in that other Contracting State the resident is subject to tax by that other Contracting State only on that part of such income which is remitted to or received in that other Contracting State, then the reduction or exemption shall apply only to so much of such income as is remitted to or received in that other Contracting State during the calendar year such income is paid or the next succeeding calendar year.

(6) Where, pursuant to any provision of this Convention other than paragraph 1 of Article 23 (Private Pensions and Annuities), a Contracting State reduces the rate of tax on, or exempts, income of a person who is a resident of the other Contracting State and under the law in force in that other Contracting State such income is subject to a rate of tax or tax burden which is substantially less than the tax which generally would be imposed by that Contracting State on such income if derived from sources within that Contracting State, then the reduction or exemption to be allowed under this Convention in the first-mentioned Contracting State shall not apply.

Article 5

## RELIEF FROM DOUBLE TAXATION

Double taxation of income shall be avoided in the following manner:

(1) In accordance with the provisions and subject to the limitations of the law of the United States (as it may be amended from time to time without changing the principles hereof), the United States shall allow to a citizen or resident of the United States as a credit against the United States tax the appropriate amount of the Cypriot tax. However, no such credit shall be allowed with respect to dividends paid by a Cypriot corporation to a resident of the United States, other than a United States corporation owning at least 10 percent of the voting power of such Cypriot corporation. In the case of such a United States corporation, the United States shall allow as a credit against the United States tax on income the appropriate amount of the Cypriot tax paid by the Cypriot corporation with respect to the profits out of which the dividends are paid to the United States corporation. Where a credit is allowed pursuant to this paragraph, such appropriate amount shall be based upon the amount of the Cypriot tax paid, but the credit shall not exceed the limitations provided by United States law for the taxable year. For the purpose of applying the United States credit in relation to taxes paid to Cyprus, the rules set forth in Article 6 (Source of Income) shall be applied to determine the source of income.

(2) In accordance with the provisions and subject to the limitations of the law of Cyprus (as it may be amended from time to time without changing the principles hereof), Cyprus shall allow to a citizen or resident of Cyprus as a credit against the Cypriot tax the appropriate amount of the United States tax and, in the case of a Cypriot corporation owning at least 10 percent of the voting power of a United States corporation from which it received dividends in any

taxable year, shall allow credit for the appropriate amount of the United States tax paid by the United States corporation paying such dividends with respect to the profits out of which such dividends are paid. Such appropriate amount shall be based upon the amount of the United States tax paid but shall not exceed that portion of the Cypriot tax, as computed before the credit is given, which is applicable to such items of income. For the purpose of applying the Cypriot credit in relation to taxes paid to the United States, the rules set forth in Article 6 (Source of Income) shall be applied to determine the source of income.

Article 6

## SOURCE OF INCOME

For purposes of this Convention:

(1) Dividends shall be treated as income from sources within a Contracting State only if paid by a corporation of that Contracting State. Notwithstanding the preceding sentence, if the dividends are described in paragraph 4(b) of Article 12 (Dividends), or are dividends paid by a corporation (other than a resident of a Contracting State) which derives 50 percent or more of its total gross income from one or more permanent establishment which such corporation has in the United States, they shall be deemed to be from sources within the United States.

(2) Interest shall be treated as income from sources within a Contracting State only if paid by such Contracting State, a political subdivision or a local authority thereof, or by a resident of that Contracting State. Notwithstanding the preceding sentence, and except for interest described in paragraph 7(c) of Article 13 (Interest) which shall be deemed to be from sources within the United States:

(a) If the person paying the interest (whether or not such person is a resident of a Contracting State) has a permanent establishment in a Contracting State in connection with which the indebtedness on which the interest is paid was incurred, and such interest is borne by such permanent establishment; or

(b) If the person paying the interest is a resident of a Contracting State and has a permanent establishment in a State (other than a Contracting State) in connection with which the indebtedness on which the interest is paid was incurred, and such interest is borne by such permanent establishment such interest shall be deemed to be from sources within the State in which the permanent establishment is situated.

(3) Royalties described in paragraph (2) of Article 14 (Royalties) for the use of, or the right to use, property or rights described in such paragraph shall be treated as income from sources within a Contracting State only to the extent that such royalties are for the use of, or the right to use, such property or rights within that Contracting State.

(4) Income from real property (including royalties), described in Article 15 (Income from Real Property), shall be treated as income from sources within a Contracting State only if such property is situated in that Contracting State.

(5) Income from the rental of tangible personal (movable) property shall be treated as income from sources within a Contracting State only if such property is used in that Contracting State.

(6) Income received by an individual for his performance of labor or personal services, whether as an employee or in an independent capacity, shall be treated as income from sources within a Contracting State only to the extent that such services are performed in that Contracting State. Notwithstanding the preceding sentence, income from personal services performed aboard ships or aircraft operated by a resident of a Contracting State in international traffic shall be treated as income from sources only within that Contracting State if rendered by a member of the regular complement of the ship or aircraft. For the purposes of this paragraph, income from labor or personal services includes pensions (as defined in paragraph (3) of Article 23 (Private Pensions and Annuities)) paid in respect of such services. Notwithstanding the preceding provisions of this paragraph:

(a) Remuneration described in Article 22 (Governmental Functions) and payments described in Article 24 (Social Security Payments) shall be treated as income from sources within a Contracting State only if paid by or from the public funds of that Contracting State or a political subdivision or local authority thereof; and

(b) The portion of directors' fees taxable in a Contracting State under Article 20 (Directors' Fees) shall be treated as income from sources within such Contracting State.

(7) Income from the purchase and sale of intangible or tangible personal (including movable) property (other than gains defined as royalties by paragraph (2)(b) of Article 14 (Royalties)) shall be treated as income from sources within a Contracting State only if such property is either sold in that Contracting State or is property described in paragraph (1)(a) or (b) of Article 16 (Gains) and the real property is located or deemed to be located in that Contracting State.

(8) Notwithstanding paragraphs (1) through (7), industrial or commercial profits which are attributable to a permanent establishment which the recipient, a resident of a Contracting State, has in the other Contracting State, including income derived from real property and natural resources and dividends, interest, royalties (as defined in paragraph (2) of Article 14 (Royalties)), and gains, but only if the property or rights giving rise to such income, dividends, interest, royalties, or gains are effectively connected with such permanent establishment, shall be treated as income from sources within that other Contracting State.

(9) The source of any item of income to which paragraphs (1) through (8) are not applicable shall be determined by each of the Contracting States in accordance with its own law. Notwithstanding the preceding sentence, if the source of any item of income under the laws of one Contracting State is different from the source of such item of income under the laws of the other Contracting State or if the source of such income is not readily determinable under the laws of a Contracting State, the competent authorities of the Contracting States may, in order to prevent double taxation or further any other purpose of this Convention, establish a common source of the item of income for the purposes of this Convention.

Article 7

## NON-DISCRIMINATION

(1) A citizen of a Contracting State shall not be subjected in the other Contracting State to more burdensome taxes than a citizen of that other Contracting State who is in similar circumstances. For purposes of United States taxation, United States citizens who are not resident in the United States and Cypriot citizens who are not resident in the United States are not in similar circumstances.

(2) A permanent establishment which a resident of a Contracting State has in the other Contracting State shall not be subject in that other Contracting State to more burdensome taxes than a resident of that other Contracting State carrying on similar activities. This paragraph shall not be construed as obliging a Contracting State to grant to individual residents of the other Contracting State any personal allowances, reliefs, or deductions for taxation purposes on account of civil status or family responsibilities which it grants to its own individual residents.

(3) Except where the provisions of paragraph 1 of Article 11 (Related Persons), paragraph 5 of Article 13 (Interest), or paragraph 4 of Article 14 (Royalties) apply, interest, royalties and other disbursements paid by a resident of a Contracting State to a resident of the other Contracting State shall, for the purpose of determining the taxable profits of the first-mentioned resident, be deductible under the same conditions as if they had been paid to a resident of the first-mentioned Contracting State. For purposes of this paragraph, the term "other disbursements" shall include charges for amounts expended by a resident of a Contracting State for purposes of a resident of the other Contracting State, including a reasonable allocation of executive and general administrative expenses (except to the extent representing the expenses of a type of activity which is not for the benefit of the resident of the other Contracting State, but constitute "stewardship" or

"over-seeing" functions undertaken for the first mentioned resident's own benefit as an investor), research and development, and other expenses incurred by such resident for the benefit of a group of related persons including such resident. Similarly, any debts of a resident of a Contracting State to a resident of the other Contracting State shall, for the purpose of determining the taxable capital of such first-mentioned resident, be deductible under the same conditions as if they had been contracted to a resident of the first-mentioned Contracting State.

(4) A corporation of a Contracting State, the capital of which is wholly or partly owned or controlled, directly or indirectly, by one or more residents of the other Contracting State shall not be subjected in the first-mentioned Contracting State to any taxation or any requirement connected therewith which is other or more burdensome than the taxation and connected requirements to which other similar corporations of the first-mentioned Contracting State are or may be subjected.

Article 8

## BUSINESS PROFITS

(1) Industrial or commercial profits of a resident of a Contracting State shall be exempt from tax by the other Contracting State unless such resident is engaged in industrial or commercial activity in that other Contracting State through a permanent establishment situated therein. If such resident is so engaged, tax may be imposed by that other Contracting State on the industrial or commercial profits of such resident but only on so much of such profits as are attributable to the permanent establishment.

(2) Where a resident of a Contracting State is engaged in industrial or commercial activity in the other Contracting State through a permanent establishment situated therein, there shall in each Contracting State be attributed to the permanent establishment the industrial or commercial profits which would be attributable to such permanent establishment if such permanent establishment were an independent entity engaged in the same or similar activities under the same or similar conditions.

(3) In the determination of the industrial or commercial profits of a permanent establishment, there shall be allowed as deductions expenses which are reasonably connected with such profits, including executive and general administrative expenses, whether incurred in the Contracting State in which the permanent establishment is situated or elsewhere.

(4) No profits shall be attributed to a permanent establishment of a resident of a Contracting State in the other Contracting State merely by reason of the purchase of goods or merchandise by that permanent establishment, or by the resident of which it is a permanent establishment, for the account of that resident.

(5) The term "industrial or commercial activity" includes the conduct of manufacturing, mercantile, banking, insurance, agricultural, fishing or mining activities, the

operation of ships or aircraft, the furnishing of services and the rental of tangible personal property. Such term does not include the performance of personal services by an individual either as an employee or in an independent capacity.

(6) (a) The term "industrial or commercial profits" means income derived from industrial or commercial activity. The term also includes income derived from real property and natural resources and dividends, interest, royalties (as defined in paragraph (2) of Article 14 (Royalties)), and gains but only if the property or rights giving rise to such income, dividends, interest, royalties, or gains is effectively connected with a permanent establishment which the recipient, being a resident of a Contracting State, has in the other Contracting State, whether or not such income is derived from industrial or commercial activity.

(b) To determine whether property or rights are effectively connected with a permanent establishment, the factors taken into account shall include whether rights or property are used in or held for use in carrying on industrial or commercial activity through such permanent establishment and whether the activities carried on through such permanent establishment were a material factor in the realization of the income derived from such property or rights. For this purpose, due regard shall be given to whether or not such property or rights or such income were accounted for through such permanent establishment.

(7) Where industrial or commercial profits include items of income which are dealt with separately in other Articles of this Convention, the provisions of those Articles shall, except as otherwise provided therein, supersede the provisions of this Article.

Article 9

## PERMANENT ESTABLISHMENT

(1) For purposes of this Convention, the term "permanent establishment" means a fixed place of business through which a resident of a Contracting State engages in industrial or commercial activity.

(2) The term "fixed place of business" includes but is not limited to:

- (a) A branch;
- (b) An office;
- (c) A factory;
- (d) A workshop;
- (e) A warehouse;
- (f) A store or other sales outlet;
- (g) A mine, quarry, or other place of extraction of natural resources; and
- (h) A building site or construction or installation project or an installation or drilling rig or ship used for the exploration or exploitation of natural resources which lasts for more than six months.

(3) Notwithstanding paragraphs (1) and (2), a permanent establishment shall not include a fixed place of business used only for one or more of the following:

- (a) The use of facilities for the purpose of storage, display, or delivery of goods or merchandise belonging to the resident;
- (b) The maintenance of a stock of goods or merchandise belonging to the resident for the purpose of storage, display, or delivery;
- (c) The maintenance of a stock of goods or merchandise belonging to the resident for the purpose of processing by another person;

(d) The maintenance of a fixed place of business for the purpose of purchasing goods or merchandise, or for collecting information, for the resident;

(e) The maintenance of a fixed place of business 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 resident; or

(f) The maintenance of a building site or construction or installation Project or an installation or drilling rig or ship used for the exploration or exploitation of natural resources which does not last for more than six months.

(4) A person acting in a Contracting State on behalf of a resident of the other Contracting State, other than an agent of an independent status to whom paragraph (5) applies, shall be deemed to be a permanent establishment in the first-mentioned Contracting State if such person has, and habitually exercises in the first-mentioned Contracting State, an authority to conclude contracts in the name of that resident, unless the activities of such person are limited to those mentioned in paragraph (3) which, if exercised through a fixed place of business, would not make the fixed place of business a permanent establishment under the provisions of that paragraph.

(5) A resident of a Contracting State shall not be deemed to have a permanent establishment in the other Contracting State merely because such resident engages in industrial or commercial activity in that other Contracting State through a broker, general commission agent, or any other agent of an independent status, where such broker or agent is acting in the ordinary course of his business.

(6) The fact that a resident of a Contracting State is a related person (within the meaning of Article 11 (Related Persons)) with respect to a resident of the other Contracting

State or with respect to a person who engages in industrial or commercial activity in that other Contracting State (whether through a permanent establishment or otherwise) shall not be taken into account in determining whether that resident of the first-mentioned Contracting State has a permanent establishment in that other Contracting State.

(7) The principles set forth in paragraphs (1) through (6) shall be applied in determining for the purposes of this Convention whether there is a permanent establishment in a State other than a Contracting State or whether a person other than a resident of a Contracting State has a permanent establishment in a Contracting State.

Article 10

## SHIPPING AND AIR TRANSPORT

(1) Notwithstanding Articles 8 (Business Profits) and 16 (Gains), income which a resident of a Contracting State derives from the operation in international traffic of ships or aircraft, including gains derived from the sale, exchange, or other disposition of such ships or aircraft, shall be exempt from tax by the other Contracting State.

(2) For purposes of this Article, profits from the operation in international traffic of ships or aircraft include profits derived from the rental on a full or bare-boat basis of ships or aircraft if operated in international traffic by the lessee or if such rental profits are incidental to other profits described in paragraph (1).

(3) Profits of a resident of a Contracting State from the use, maintenance or rental of containers (including trailers, barges, and related equipment for the transport of containers) used for the transport in international traffic of goods or merchandise shall be taxable only in that Contracting State.

Article 11

## RELATED PERSONS

(1) Where a person subject to the taxing jurisdiction of a Contracting State and any other person are related and where such related persons make arrangements or impose conditions between themselves which are different from those which would be made between independent persons, any income, deductions, credits, or allowances which would, but for those arrangements or conditions, have been taken into account in computing the income (or loss) of, or the tax payable by, one of such persons, may be taken into account in computing the amount of the income subject to tax and the taxes payable by such person.

(2) For purposes of this Convention, a person is related to another person if either person owns or controls directly or indirectly the other, or if any third person or persons own or control directly or indirectly both. For this purpose, the term "control" includes any kind of control, whether or not legally enforceable, and however exercised or exercisable.

(3) Where an adjustment has been made by a Contracting State in accordance with paragraph (1), the other Contracting State shall, if it agrees that the adjustment by the first-mentioned Contracting State was in accordance with paragraph (1), make a corresponding adjustment to the income, loss or tax of the related person in that other Contracting State.

Article 12

## DIVIDENDS

(1) Dividends derived from sources within Cyprus by a resident of the United States shall not be subject to any tax imposed by Cyprus in excess of the tax imposed with respect to the profits or earnings out of which such dividends are paid. An individual resident of the United States shall be entitled to a refund of any Cypriot tax imposed with respect to the profits or earnings out of which a dividend is paid to the extent that said tax exceeds the individual's tax liability in Cyprus.

(2) The rate of tax imposed by the United States on dividends, other than dividends of the type described in paragraph 4 (b), derived from sources within the United States by a resident of Cyprus shall not exceed:

(a) 15 percent of the gross amount of the dividend; or

(b) When the recipient is a corporation, 5 percent of the gross amount of the dividend if:

(i) During the part of the paying corporation's taxable year which precedes the date of payment of the dividend and during the whole of its prior taxable year (if any), at least 10 percent of the outstanding shares of the voting stock of the paying corporation was owned by the recipient corporation; and

(ii) Not more than 25 percent of the gross income of the paying corporation for such prior taxable year (if any) consists of interest or dividends (other than interest derived from the conduct of a banking, insurance, or financing business and dividends or interest received from subsidiary corporations, 50 percent or more of the

outstanding shares of the voting stock of which is owned by the paying corporation at the time such dividends or interest is received).

(3) Paragraphs (1) and (2) shall not apply if the recipient of the dividends, being a resident of a Contracting State, has in the other Contracting State a permanent establishment and the shares with respect to which the dividends are paid are effectively connected with such permanent establishment. In such a case, the provisions of Article 8 (Business Profits) shall apply.

(4) Dividends paid by a corporation of a Contracting State to a person other than a resident of the other Contracting State shall be exempt from tax by the other Contracting State, unless

(a) The recipient of the dividends has a permanent establishment in the other Contracting State and the shares with respect to which the dividends are paid are effectively connected with such permanent establishment; or

(b) The corporation paying the dividends is a Cypriot corporation which derives 50 percent or more of its total gross income from one or more permanent establishments which such corporation has in the United States.

Article 13

## INTEREST

(1) Interest derived from sources within a Contracting State by a resident of the other Contracting State may be taxed by both Contracting States.

(2) The rate of tax imposed by a Contracting State on interest, other than interest described in paragraph 7(c) of this Article, derived from sources within that Contracting State by a resident of the other Contracting State shall not exceed 10 percent of the gross amount of such interest.

(3) Notwithstanding paragraphs (1) and (2), interest beneficially derived by:

(a) A Contracting State, or an instrumentality of that Contracting State not subject to tax by that Contracting State on its income;

(b) A resident of a Contracting State with respect to debt obligations (including any related debt obligations) guaranteed or insured by that Contracting State or an instrumentality thereof;

(c) A bank or other financial institution; or

(d) A resident of a Contracting State with respect to debt obligations arising in connection with the sale of property or the performance of services;

shall be exempt from tax by the other Contracting State.

(4) Paragraphs (2) and (3) shall not apply if the recipient of the interest, being a resident of a Contracting State, has a permanent establishment in the other Contracting State and the indebtedness giving rise to the interest is effectively connected with such permanent establishment. In such a case, the provisions of Article 8 (Business Profits) shall apply.

(5) Where any interest paid by a person to any related person (within the meaning of Article 11 (Related Persons)) exceeds an amount which would have been paid to an unrelated person, the provisions of this Article shall apply only to so much of the interest as would have been paid to an unrelated person. In such a case the excess payment may be taxed by each Contracting State according to its own law, including the provisions of this Convention where applicable.

(6) The term "interest" as used in this Convention means income from bonds, debentures, government securities, notes, or other evidences of indebtedness, whether or not secured and whether or not carrying a right to participate in profits, and debt-claims of every kind, as well as all other income which, under the taxation law of the Contracting State in which the income has its source, is assimilated to income from money lent.

(7) Interest paid by a resident of a Contracting State to a person other than a resident of the other Contracting State shall be exempt from tax by the other Contracting State, unless:

(a) Such interest is treated as income from sources within the other Contracting State under paragraph (2) of Article 6 (Source of Income);

(b) The recipient of the interest has a permanent establishment in the other Contracting State and the indebtedness giving rise to the interest is effectively connected with such permanent establishment; or

(c) The resident paying the interest is a Cypriot corporation which derives 50 percent or more of its total gross income from one or more permanent establishments which such corporation has in the United States.

Article 14

## ROYALTIES

(1) Royalties derived from sources within a Contracting State by a resident of the other Contracting State shall be exempt from tax by the first-mentioned Contracting State.

(2) The term "royalties" as used in this Article means:

(a) Payment of any kind made as consideration for the use of, or the right to use, copyrights of literary, artistic, or scientific works, motion pictures and works on film, videotape or other means of reproduction used for radio or television broadcasting, patents, designs, models, plans, secret processes or formulae, trademarks, or other like property or rights, or knowledge, experience, or skill (know-how); and

(b) Gains derived from the sale, exchange, or other disposition of any such property or rights to the extent that the amounts realized on such sale, exchange, or other disposition for consideration are contingent on the productivity, use, or disposition of such property or right.

(3) Paragraph (1) shall not apply if the recipient of the royalties, being a resident of a Contracting State, has a permanent establishment in the other Contracting State and the property or rights giving rise to the royalties are effectively connected with such permanent establishment. In such a case, the provisions of Article 8 (Business Profits) shall apply.

(4) Where any royalty paid by a person to any related person (within the meaning of Article 11 (Related Persons)) exceeds an amount which would have been paid to an unrelated person, the provisions of this Article shall apply only to so much of the royalty as would have been paid to an unrelated person. In such a case the excess payment may be taxed by each Contracting State according to its own law, including the provisions of this Convention where applicable.

Article 15

## INCOME FROM REAL PROPERTY

(1) Income from real property, including royalties and other payments in respect of the exploitation of natural resources and gains derived from the sale, exchange, or other disposition of such property or of the right giving rise to such royalties or other payments, may be taxed by the Contracting State in which such real property or natural resources are situated. For purposes of this Convention, interest on indebtedness secured by real property or secured by a right giving rise to royalties or other payments in respect of the exploitation of natural resources shall not be regarded as income from real property.

(2) Paragraph (1) shall apply to income derived from the usufruct, direct use, letting, or use in any other form of real property.

(3) A resident of a Contracting State who is subject to tax in the other Contracting State on income from real property, including royalties and other payments in respect of the exploitation of natural resources and gains derived from the sale, exchange or other disposition of such property or of the right giving rise to such royalties, may elect for any taxable year to compute that tax on such income on a net basis as if such resident were engaged in trade or business in the other Contracting State. Any such election shall be binding for the taxable year of the election and all subsequent taxable years unless the competent authorities of the two Contracting States, pursuant to a request by the taxpayer made to the competent authority of the Contracting State in which the taxpayer is a resident, agree to terminate the election.

Article 16

## GAINS

(1) A resident of a Contracting State shall be exempt from tax by the other Contracting State on gains from the sale, exchange or other disposition of assets unless the gain is derived from the sale, exchange or other disposition:

a) where the United States is the other State, real property referred to in Article 15 (Income from Real Property) which is situated in the United States and a United States real property interest; and

b) where Cyprus is the other State, real property referred to in Article 15 (Income from Real Property) which is situated in Cyprus and an interest in real property situated in Cyprus.

c) property (other than property described in subparagraphs (a) and (b)) forming part of the business property of a permanent establishment which a resident of a Contracting State has in the other Contracting State or property pertaining to a fixed base available to a resident of a Contracting State in the other Contracting State for the purpose of performing independent personal services, including such gains from the alienation of such a permanent establishment (alone or with the whole enterprise) or of such fixed base.

(2) In the case of gains described in paragraph 1(a) and (b), the provisions of Article 15 (Income from Real Property) shall apply. In the case of gains described in paragraph 1(c) the provisions of Article 8 (Business Profits), Article 15 (Income from Real Property) or Article 17 (Independent Personal Services) shall apply, as the case may be.

(3) For purposes of this Convention, a United States real property interest shall be considered to be situated in the United States, and an interest in real property situated in Cyprus shall be considered to be situated in Cyprus.

Article 17

## INDEPENDENT PERSONAL SERVICES

(1) Income derived by an individual who is a resident of a Contracting State from the performance of personal services in an independent capacity may be taxed by that Contracting State. Except as provided in paragraph (2) such income shall be exempt from tax by the other Contracting State.

(2) Income derived by an individual who is a resident of a Contracting State from the performance of personal services in an independent capacity in the other Contracting State may be taxed by that other Contracting State, if:

(a) The individual is present in that other Contracting State for a period or periods aggregating 183 days or more in the taxable year; or

(b) The individual has a fixed base regularly available to him in that other Contracting State for the purpose of performing his services, but only so much of the income as is attributable to such fixed base.

Article 18

## DEPENDENT PERSONAL SERVICES

(1) Wages, salaries, and similar remuneration derived by an individual who is a resident of a Contracting State from labor or personal services performed as an employee, including income from services performed by an officer of a corporation, may be taxed by that Contracting State. Except as provided by paragraph (2) such remuneration derived from sources within the other Contracting State may also be taxed by that other Contracting State.

(2) Remuneration described in paragraph (1) derived by an individual who is a resident of a Contracting State shall be exempt from tax by the other Contracting State if:

(a) He is present in that other Contracting State for a period or periods aggregating less than 183 days in the taxable year;

(b) The remuneration is paid by, or on behalf of, an employer who is not a resident of that other Contracting State; and

(c) The remuneration is not borne as such by a permanent establishment, a fixed base or a trade or business which the employer has in that other Contracting State.

(3) Notwithstanding paragraph (2), remuneration derived by an individual from the performance of labor or personal services as an employee aboard ships or aircraft operated by a resident of a Contracting State in international traffic shall be exempt from tax by the other Contracting State if such individual is a member of the regular complement of the ship or aircraft.

Article 19

## ARTISTES AND ATHLETES

(1) Notwithstanding the provisions of Articles 17 (Independent Personal Services) and 18 (Dependent Personal Services), income derived by a resident of a Contracting State as an entertainer, such as a theatre, motion picture, radio or television artiste, or a musician, or as an athlete, from his personal activities as such exercised in the other Contracting State, may be taxed in that other Contracting State, except where the amount of the gross receipts derived by such entertainer or athlete, not including expenses reimbursed to him or borne on his behalf, from such activities does not exceed five hundred United States dollars or its equivalent in Cypriot pounds per day, or five thousand United States dollars or its equivalent in Cypriot pounds for the taxable year concerned.

(2) To the extent that income in respect of activities exercised by an entertainer or an athlete in his capacity as such accrues not to that entertainer or athlete but to another person, that income may, notwithstanding the provisions of Articles 8 (Business Profits), 17 (Independent Personal Services), and 18 (Dependent Personal Services), be taxed in the Contracting State in which the activities of the entertainer or athlete are exercised. For purposes of the preceding sentence, income of an entertainer or athlete shall be deemed not to accrue to another person if it is established that neither the entertainer or athlete, nor persons related thereto, participate directly or indirectly in the profits of such other person in any manner, including the receipt of deferred remuneration, bonuses, fees, dividends, partnership distributions or other distributions.

Article 20

## DIRECTORS: FEES

Fees derived by a resident of a Contracting State in his capacity as a member of the board of directors of a corporation of the other Contracting State (but not including fixed or contingent payments derived in his capacity as an officer or employee) may, to the extent such fees are in excess of a reasonable fixed amount for each day of attendance payable to all directors of the corporation for attendance at the directors' meeting in such other Contracting State, be taxable in such other Contracting State.

Article 21

## STUDENTS AND TRAINEES

(1) (a) An individual who is a resident of a Contracting State at the time he becomes temporarily present in the other Contracting State and who is temporarily present in that other Contracting State for the primary purpose of:

- (i) Studying at a university or other recognized educational institution in that other Contracting State; or
- (ii) Securing training required to qualify him to practise a profession or professional speciality; or
- (iii) Studying or doing research as a recipient of a grant, allowance, or award from a governmental, religious, charitable, scientific, literary, or educational organization;

shall be exempt from tax by that other Contracting State for a period not exceeding five taxable years from the date of his arrival in that other Contracting State, and for such additional period of time as is necessary to complete, as a full-time student, educational requirements as a candidate for a postgraduate or professional degree from a recognized educational institution, with respect to amounts described in subparagraph (b).

(b) The amounts referred to in subparagraph (a) are:

- (i) Gifts from abroad for the purpose of his maintenance, education or training;
- (ii) The grant, allowance or award; and
- (iii) Income from personal services performed in that other Contracting State in an amount not in excess of 2,000 United States dollars

or its equivalent in Cypriot pounds for any taxable year.

(2) An individual who is a resident of a Contracting State at the time he becomes temporarily present in the other Contracting State and who is temporarily present in that other Contracting State as an employee of, or under contract with, a resident of the first-mentioned Contracting State, for the primary purpose of:

(a) Acquiring technical, professional, or business experience from a person other than a resident of the first-mentioned Contracting State or other than a person related to such resident; or

(b) Studying at a university or other recognized educational institution in that other Contracting State;

shall be exempt from tax by that other Contracting State for a period not exceeding one year with respect to his income from personal services in an aggregate amount not in excess of seven thousand five hundred United States dollars or its equivalent in Cypriot pounds.

(3) An individual who is a resident of a Contracting State at the time he becomes temporarily present in the other Contracting State and who is temporarily present in the other Contracting State for a period not exceeding one year, as a participant in a program sponsored by the Government of that other Contracting State, for the primary purpose of training, research, or study, shall be exempt from tax by that other Contracting State with respect to his income from personal services in respect of such training, research, or study performed in that other Contracting State in an aggregate amount not in excess of ten thousand United States dollars or its equivalent in Cypriot pounds.

Article 22

## GOVERNMENTAL FUNCTIONS

Wages, salaries, and similar remuneration, including pensions, annuities, or similar benefits, paid from public funds of a Contracting State to a citizen of that Contracting State for labor or personal services performed as an employee of that contracting State in the discharge of governmental functions shall be exempt from tax by the other Contracting State.

Article 23

## PRIVATE PENSIONS AND ANNUITIES

(1) Except as provided in Article 22 (Governmental Functions) pensions and other similar remuneration paid to an individual who is a resident of a Contracting State in consideration of past employment shall be taxable only in that Contracting State.

(2) Alimony and annuities paid to an individual who is a resident of a Contracting State shall be taxable only in that Contracting State.

(3) The term "pensions and other similar remuneration," as used in this Article, means periodic payments made:

(a) By reason of retirement or death in consideration for services rendered; or

(b) By way of compensation for injuries received in connection with past employment.

(4) The term "annuities", as used in this Article, means a stated sum paid 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 (other than services rendered).

(5) The term "alimony", as used in this Article, means periodic payments made pursuant to a decree of divorce, separate maintenance agreement, or support or separation agreement which is taxable to the recipient under the internal laws of the Contracting State of which he is a resident.

Article 24

## SOCIAL SECURITY PAYMENTS

Social security payments and other public pensions paid by a Contracting State to an individual who is a resident of the other Contracting State or a citizen of the United States shall be taxable only in the first-mentioned Contracting State. This Article shall not apply to payments described in Article 22 (Governmental Functions).

Article 25

## DIPLOMATIC AND CONSULAR OFFICERS

Nothing in this Convention shall affect the fiscal privileges of diplomatic and consular officials under the general rules of international law or under the provisions of special agreements.

Article 26

## LIMITATION ON BENEFITS

(1) A person (other than an individual) which is a resident of a Contracting State shall not be entitled under this Convention to relief from taxation in the other Contracting State unless

- a) more than 75 percent of the beneficial interest in such person (or in the case of a corporation, more than 75 percent of the number of shares of each class of the corporation's shares) is owned, directly or indirectly, by one or more individual residents of the first-mentioned Contracting State; and
- b) the gross income of such person is not used in substantial part, directly or indirectly, to meet liabilities (including liabilities for interest or royalties) to persons who are residents of a State other than a Contracting State and who are not citizens of the United States.

For the purposes of subparagraph a), a corporation that has substantial trading in its stock on a recognized exchange in a Contracting State is presumed to be owned by individual residents of that Contracting State. A stock exchange shall be treated as a "recognized exchange" by agreement of the competent authorities of the Contracting States.

(2) Paragraph 1 shall not apply if it is determined that the establishment, acquisition and maintenance of such person and the conduct of its operations did not have as a principal purpose obtaining benefits under the Convention.

(3) Where:

- a) income derived by a trustee is to be treated for the purposes of this Convention as income of a resident of one of the Contracting States; and

b) the trustee derived the income in connection with a scheme a principal purpose of which was to obtain a benefit under this Convention,

then, notwithstanding any other provision of this Convention, the Convention does not apply in relation to that income.

Article 27

## MUTUAL AGREEMENT PROCEDURE

(1) Where a resident of a Contracting State considers that the actions of one or both of the Contracting States result or will result for him in taxation not in accordance with this Convention, he may, notwithstanding the remedies provided by the national laws of the Contracting States, present his case to the competent authority of the Contracting State of which he is a resident. Should the resident's claim be considered to have merit by the competent authority of the Contracting State to which the claim is made, it shall endeavor to come to an agreement with the competent authority of the other Contracting State with a view to the avoidance of taxation contrary to the provisions of this Convention.

(2) The competent authorities of the Contracting States shall endeavor to resolve by mutual agreement any difficulties or doubts arising as to the application of this Convention. In particular, the competent authorities of the Contracting States may agree:

(a) To the same attribution of income, deductions, credits or allowances of a resident of a Contracting State to its permanent establishment situated in the other Contracting State;

(b) To the same allocation of income, deductions, credits, or allowances between persons, including a uniform position on the application of the requirements of paragraph (2) of Article 7 (Non-Discrimination);

(c) To the same determination of the source of particular items of income;

(d) To a uniform accounting for income and deductions;

(e) To the same characterization of particular items of income; and

(f) To a common meaning of a term.

The competent authorities may also consult together for the elimination of double taxation in cases not provided for in the Convention.

(3) The competent authorities of the Contracting States may communicate with each other directly for the purpose of reaching an agreement in the sense of this Article. When it seems advisable for the purpose of reaching agreement, the competent authorities may meet together for an oral exchange of opinions.

(4) In the event that the competent authorities of the Contracting States reach such an agreement, taxes shall be imposed and refund or credit of taxes shall be allowed by the Contracting States in accordance with such agreement. Such a refund or credit of tax shall be allowed notwithstanding any time limits in the domestic law of the Contracting States.

(5) In cases where this Convention specifies a dollar amount, the competent authorities may agree to a higher dollar amount.

(6) The competent authorities of the Contracting States may prescribe such rules and procedures as are necessary to carry out the purposes of this Convention.

Article 28

## EXCHANGE OF INFORMATION

(1) The competent authorities of the Contracting States shall exchange such information as is pertinent to carrying out the provisions of this Convention and of the domestic laws of the Contracting States concerning taxes covered by this Convention.

(a) The competent authority of each Contracting State shall be empowered by this Convention to secure within that State such information as is necessary to comply with this provision.

(b) Any information so exchanged shall be treated as secret and shall not be disclosed to any persons other than those (including a court or administrative body) concerned with assessment, collection, enforcement, or prosecution in respect of or administration of the taxes which are the subject of this Convention.

(2) If information is requested by a Contracting State in accordance with this Article, the other Contracting State shall obtain the information to which the request relates in the same manner as if the tax of the first-mentioned Contracting State were the tax of that other Contracting State and were being imposed by that other Contracting State. If specifically requested by the competent authority of a Contracting State, the competent authority of the other Contracting State shall provide information under this Article in the form of depositions of witnesses and authenticated copies of unedited original documents (including books, papers, statements, records, accounts, or writings), to the same extent such depositions and documents can be obtained under the laws and administrative practices of such other Contracting State with respect to its own taxes.

(3) In no case shall the provisions of paragraphs (1) or (2) be construed so as to impose on a Contracting State

the obligation:

(a) To carry out administrative measures at variance with the laws or the administrative practice of that Contracting State or the other Contracting State;

(b) To supply particulars which are not obtainable under the laws, or in the normal course of the administration, of that Contracting State or of the other Contracting State; or

(c) To supply information which would disclose any trade, business, industrial, commercial, or professional secret or trade process, or information, the disclosure of which would be contrary to public policy.

However, each Contracting State may, at its discretion, provide assistance which, under subparagraphs (a), (b) and (c), it is not obligated to provide.

(4) The exchange of information shall be either on a routine basis or on request with reference to particular cases. The competent authorities of the Contracting States may agree on the information which shall be furnished on a routine basis.

(5) The competent authorities of the Contracting States shall notify each other of any amendments of the tax laws referred to in paragraph (1) of Article 1 (Taxes Covered) and of the adoption of any taxes referred to in paragraph (2) of Article 1 (Taxes Covered) by transmitting the texts of any amendments or new statutes.

(6) The competent authorities of the Contracting States shall notify each other of the publication by their respective Contracting States of any material concerning the application of this Convention, whether in the form of regulations, rulings, or judicial decisions, by transmitting the texts of any such materials.

Article 29

## ASSISTANCE IN COLLECTION

(1) Each of the Contracting States shall endeavor to collect on behalf of the other Contracting State such taxes imposed by that other Contracting State as will ensure that any exemption or reduced rate of tax granted under this Convention by that other Contracting State shall not be enjoyed by persons not entitled to such benefits.

(2) In no case shall this Article be construed so as to impose upon a Contracting State the obligation to carry out measures at variance with the laws, administrative practices, or public policy of either Contracting State with respect to the collection of its own taxes.

Article 30

## ENTRY INTO FORCE

This Convention shall be ratified and instruments of ratification shall be exchanged at Washington as soon as possible. It shall enter into force upon the exchange of the instruments of ratification.<sup>[1]</sup> The provisions shall for the first time have effect with respect to income of calendar years or taxable years beginning (or in the case of taxes payable at the source, payments made) on or after the first day of January of the year next following the year in which this Convention enters into force.

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<sup>1</sup> Dec. 31, 1985.

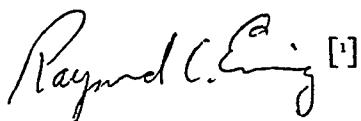
Article 31

## TERMINATION

This Convention shall remain in force until terminated by a Contracting State. Either Contracting State may terminate the Convention at any time after five years from the date on which this Convention enters into force provided that at least six months' prior notice of termination has been given through diplomatic channels. In such event, the Convention shall cease to have force and effect as respects income of calendar years or taxable years beginning (or, in the case of taxes payable at the source, payments made) on or after the first day of January next following the expiration of the six-month period.

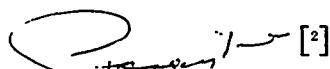
DONE AT NICOSIA in duplicate in the English language this  
19th day of March, 1984.

FOR THE UNITED STATES  
OF AMERICA:



Raymond C. Ewing [1]

FOR THE REPUBLIC OF CYPRUS:



Dirgen Hadjipanayiotou [2]

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<sup>1</sup> Raymond C. Ewing.

<sup>2</sup> Dirgen Hadjipanayiotou.

## [EXCHANGE OF NOTES]

EMBASSY OF THE  
UNITED STATES OF AMERICA

Nicosia, March 19, 1984

No. 027

Excellency:

I have the honor to refer to the Convention between the Government of the United States of America and the Government of the Republic of Cyprus for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to taxes on income which has been signed on this date. Two questions arose with respect to which it was deemed appropriate to exchange Notes recording the agreement reached by the delegations from our two countries.

Both Governments agree to exchange such information as is pertinent to carrying out the provisions of the Convention and of the domestic laws of the Contracting States concerning taxes covered by the Convention. The United States presently has the full authority within its internal law to implement this agreement. With respect to Cyprus, the Convention will provide the necessary authority to implement the Convention to the extent such authority appears to be lacking in the internal law of Cyprus.

His Excellency

George Iacovou

Minister of Foreign Affairs of

The Republic of Cyprus

This will include the following types of information:

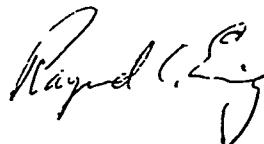
- (1) Bank information in the custody of a taxpayer;
- (2) Information in the custody of a bank;
- (3) Information in the possession of the Central Bank relating to beneficial stock ownership;
- (4) Information in the possession of the registered legal owner of a corporation relating to beneficial stock ownership;
- (5) Information in the possession of a trustee relating to beneficial ownership.

In the event that the person from whom information is requested does not disclose such information, it is understood that under the law of Cyprus, civil and criminal sanctions can be imposed.

In view of the expressed interest of Cyprus in promoting investment in Cyprus, it is agreed that at such time as the United States is in a position to do so, discussions will be resumed with a view to incorporating provisions into this Convention that will minimize the interference of the U.S. tax system with incentives offered by the Government of Cyprus and that will be consistent with the income tax policies of the United States Government regarding other developing countries.

I have the honor to propose to you that the present Note and your reply thereto constitute the agreement of our two Governments on these points.

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



TIAS 10965



## MINISTRY OF FOREIGN AFFAIRS

No. 850/69

March 19, 1984

Excellency,

I have the honor to refer to your Note dated March 19, 1984, addressed to the Minister of Foreign Affairs, which reads as follows:

[For text of the U.S. note, see pp. 4790-4791.]

The Government of the Republic of Cyprus agrees with the contents of your Note above and thus this Note together with your Note of March 19, 1984, constitutes the Agreement between our two Governments entering into force on this date of March 19, 1984.\*

Accept, Excellency, the assurances of my highest consideration.

A handwritten signature in black ink, appearing to read "V. Markides".

V. Markides  
Ag. Director-General



His Excellency  
Mr. R. C. EWING  
Ambassador of the  
United States of America  
N i c o s i a

\* The exchange of notes will become effective upon entry into force of the Convention.  
[Footnote in the original.]

# **ECUADOR**

## **Finance: Consolidation and Rescheduling of Certain Debts**

*Agreement signed at Quito March 19, 1984;  
Entered into force May 4, 1984.*

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA  
AND THE REPUBLIC OF ECUADOR  
REGARDING THE CONSOLIDATION AND RESCHEDULING OF  
CERTAIN DEBTS OWED TO, GUARANTEED BY OR INSURED BY THE  
UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (the "United States")  
and the Republic of Ecuador ("Ecuador") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Ecuador's Debts, signed at Paris on July 28, 1983, by representatives of certain nations, including the United States, and agreed to by the representative of Ecuador, hereinafter referred to as the "Minute," the United States and Ecuador agree to consolidate and reschedule certain Ecuadorean payments with respect to debts which are owed to, guaranteed by or insured by the United States Government or its agencies, as provided for in this Agreement.

2. This agreement shall be implemented by separate agreements (the "Implementing Agreements"), between Ecuador and the United States with respect to PL-480 agreements, and between Ecuador and each of the following United States agencies: the Agency for International Development, the Export-Import Bank of the United States, and the United States Department of Defense. The Department of Defense will include in its Implementing Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering Contracts between the Federal Financing Bank and Ecuador.

## ARTICLE II

### Definitions

1. "Contracts" means those agreements or other financial arrangements, listed in Annex A, which have U.S. dollar-denominated maturities originally falling due during the Consolidation Period and which relate to:
  - (a) Commercial credits extended, guaranteed or insured by the United States or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1983.

- (b) Loans and PL-480 credits from the United States or its Agencies which had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1983.
2. "Debt" means the sum of unpaid principal, interest and fees with respect to the Contracts falling due during the Consolidation Period. It is understood that, for Debt which is guaranteed or insured by the Export-Import Bank, or the Agency for International Development, as the case may be, this Agreement will apply only to that portion of such payments of principal and interest which is covered by an assurance agreement or payment guarantee with such Agency.
3. "Consolidated Debt" means eighty-five percent of the United States dollar amount of the Debt.  
"Non-Consolidated Debt" means the remaining fifteen percent of the Debt.
4. "Consolidation Period" means the period from June 1, 1983 through May 31, 1984 inclusive.
5. "Interest" means interest on Consolidated and Non-Consolidated Debt due on December 31, 1984 and payable in accordance with the terms of this

Agreement, and, to the extent permitted by Ecuadorean law, on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rates set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Consolidated and Non-Consolidated Debt due on December 31, 1984 and shall continue to accrue on the outstanding balance of such debt, including any due but unpaid installments of such debt, until such outstanding balances are repaid in full. Additional Interest shall also begin to accrue at the rate set forth in the Implementing Agreements on due but unpaid obligations as established by this Agreement, and, to the extent permitted by Ecuadorean law, on due but unpaid installments of Interest.

6. "Agency" means: the United States Agency for International Development, the Export-Import Bank of the United States, and the United States Department of Defense.

### ARTICLE III

#### Terms and Conditions of Payment

1. Ecuador agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

- (a) The Consolidated Debt, which amounts to approximately \$40.5 million, shall be repaid in ten equal and consecutive semi-annual installments of approximately \$4.05 million, payable on each May 31 and November 30, commencing on May 31, 1987, with the final installment payable on November 30, 1991.
- (b) The rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be an average of 3.36 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development, except for Housing Guarantee Loans; 3 percent per calendar year on the outstanding balance of such payments due to the United States with respect to PL-480 agreements; and 10.505 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense. For the Export-Import Bank of the United States, the rate of Interest on Consolidated Debt and Non-Consolidated Debt due on December 31, 1984 and on any due but unpaid Interest thereon shall be Exim's cost of new medium term borrowing in effect on the last business day of the preceding interest period plus one half of one percent. For Interest accruing during the period June 1, 1983 through November 29, 1983 the annual rate shall be 10.719

percent, and for the period November 30, 1983 through May 30, 1984 the annual rate shall be 12.368 percent. In each subsequent six-month period, the Export-Import Bank of the United States shall notify Ecuador of the appropriate rate prior to the beginning of such six-month period.

For Housing Guaranty Loans, guaranteed by the United States acting through the Agency for International Development, the rate of Interest on Consolidated Debt and on any due but unpaid Interest and fees thereon shall be the marginal cost of money to the Housing Guaranty Reserve Fund, which for purposes of this Agreement shall be the same rate specified above for the Export-Import Bank.

- (c) All interest payable with respect to the Consolidated Debt shall be paid semi-annually on May 31 and November 30 of each year commencing on May 31, 1984.
  - (d) A table summarizing the amounts of the Consolidated Debt owed to the United States and its Agencies is attached hereto as Annex B.
2. Ecuador agrees to repay the Non-Consolidated Debt, which amounts to approximately \$7.1 million, in

United States dollars and in accordance with  
the following terms and conditions:

- (a) Ten percent of the Debt which amounts to approximately \$4.8 million shall be paid according to the schedule of the original Contracts. Amounts already due were payable no later than November 30, 1983. The remaining five percent of the debt shall be paid on December 31, 1984.
- (b) The rate of Interest on that portion of the Non-Consolidated Debt which is due on December 31, 1984 and on any due but unpaid obligations thereon shall be the same as the rate determined in Article III, Paragraph 1 (b) of this Agreement.
- (c) All interest payable with respect to that portion of the Non-Consolidated Debt which is due on December 31, 1984 shall be paid on May 31 and December 31, 1984.
- (d) A table summarizing the amounts of Non-Consolidated Debt owed to the United States Government agencies is attached hereto as Annex C.

3. It is understood that adjustments may be made, as necessary, in the amounts of Consolidated and Non-Consolidated Debt by the Implementing Agreements.

## ARTICLE IV

General Provisions

1. Ecuador agrees to grant to the United States, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.
2. Except as they may be modified by this Agreement or the subsequent Implementing Agreements, all terms of the Contracts remain in full force and effect.

## ARTICLE V

Entry Into Force

1. This Agreement shall enter into force following signature of the Agreement and receipt by Ecuador of written notice from the United States Government that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled.<sup>[1]</sup>

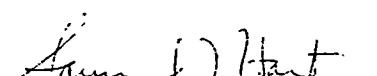
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<sup>1</sup> May 4, 1984.

Done at Quito, Ecuador in duplicate in the English and Spanish language, both texts being equally authentic, this 19th day of March, 1984.

FOR THE UNITED STATES OF  
AMERICA

FOR THE REPUBLIC OF  
ECUADOR

  
Samuel F. Hart  
Ambassador

  
Ing. Pedro Pinto Rubianes  
Minister of Finance  
and Public Credit

Annex AContracts Subject to ReschedulingAgency for International DevelopmentLoan Numbers

518-A-012	518-L-023	518-L-031	518-T-038
518-H-025	518-L-024	518-L-032	518-T-042
518-K-013	518-L-026	518-L-033	518-V-040
518-L-014	518-L-027	518-L-034	518-W-039
518-L-016	518-L-029	518-L-035	518-HG-004
518-L-017	518-L-029A	518-M-019	518-HG-005
518-L-022	518-L-030	518-N-028	

Export-Import BankLoan Numbers

2200A	6349	6689	PF-7143
5543		PF6912	5543A

and various supplier credits having an estimated value of \$27 million.

Department of Agriculture - PL-480

	Date Agreement Signed		
4/5/63	6/25/65	6/30/69	6/30/71
7/31/72			

Department of Defense

761G	771G	781G	801G
811G	821G		

## Annex B

Summary of Consolidated Debt\*  
(thousands of dollars)

Department of Defense	6,555
Agency for International Development	5,072
Export-Import Bank	27,677
Department of Agriculture - PL-480	1,165
<b>TOTAL</b>	<b>40,469</b>

## Annex C

Summary of Non-Consolidated Debt\*  
(thousands of dollars)

Department of Defense	1,157
Agency for International Development	895
Export-Import Bank	4,884
Department of Agriculture - PL-480	206
<b>TOTAL</b>	<b>7,142</b>

\*Data are rounded and subject to revision per Article III, paragraph 4.

**CONVENIO ENTRE LOS ESTADOS UNIDOS DE AMERICA  
Y LA REPUBLICA DEL ECUADOR  
SOBRE LA CONSOLIDACION Y EL REESCALONAMIENTO DE  
CIERTAS DEUDAS CONTRAIDAS CON EL GOBIERNO DE LOS  
ESTADOS UNIDOS Y SUS AGENCIAS O GARANTIZADAS O ASEGUARADAS  
POR DICHO GOBIERNO Y SUS AGENCIAS**

Los Estados Unidos de América ("los Estados Unidos") y la República del Ecuador ("Ecuador") convienen en lo siguiente:

**ARTICULO I**

**Aplicación del Convenio**

1. Conforme a las recomendaciones contenidas en el Acta Acordada sobre la Consolidación de las Deudas del Ecuador, en adelante denominada el "Acta," suscrita en París el 28 de julio de 1983 por los representantes de ciertas naciones, incluidos los Estados Unidos, y aprobada por el representante del Ecuador, los Estados Unidos y el Ecuador convienen en consolidar y reescalonar, con arreglo a las disposiciones del presente Convenio, ciertos pagos relacionados con deudas contraídas con el Gobierno de los Estados Unidos o sus Agencias o garantizadas o aseguradas por dicho Gobierno o sus Agencias.
2. El presente Convenio se aplicará por medio de convenios separados ("Convenios de Aplicación") concertados entre el Ecuador y los Estados Unidos en lo que respecta a los convenios PL-480 y entre el Ecuador y cada una de las siguientes Agencias de los Estados Unidos: la Agencia para el Desarrollo Internacional, el Export-Import Bank of the United States y el Departamento de la Defensa de los Estados Unidos. El Departamento de la Defensa incluirá en su Convenio de Aplicación los montos que pagará al Federal Financing Bank en virtud de los contratos de garantía que cubren Contratos concertados entre el Federal Financing Bank y el Ecuador.

**ARTICULO II**

**Definiciones**

1. "Contratos" significa aquellos convenios o demás arreglos financieros enumerados en el Anexo A en virtud de los cuales existan pagos denominados en dólares de los Estados Unidos cuyas fechas de vencimiento originales ocurren durante el Período de Consolidación y que se derivan de:

- (a) Créditos comerciales otorgados, garantizados o asegurados por los Estados Unidos o sus Agencias cuyos plazos de vencimiento originales son de más de un año y que fueron otorgados en virtud de un convenio concertado con anterioridad al 1 de enero de 1983.
- (b) Préstamos y otros créditos PL-480 otorgados por los Estados Unidos o sus Agencias cuyos plazos de vencimiento originales son de más de un año y que fueron otorgados en virtud de un convenio concertado con anterioridad al 1 de enero de 1983.
2. "Deuda" significa el monto del principal, los intereses y los cargos impagados de los Contratos cuyas fechas de vencimiento ocurren durante el Período de Consolidación. Con respecto a la Deuda garantizada o asegurada por el Export-Import Bank o por la Agencia para el Desarrollo Internacional, según sea el caso, queda entendido que el presente Convenio se aplicará sólo a la parte de dichos pagos de principal e interés que está cubierta por un convenio de aseguro o garantía de pago presentado a dicha Agencia o recomprado por ella.
3. "Deuda Consolidada" significa el ochenta y cinco por ciento del monto de la Deuda en dólares de los Estados Unidos. "Deuda No Consolidada" significa el quince por ciento restante de la Deuda.
4. "Período de Consolidación" significa el período comprendido entre el 1 de junio de 1983 y el 31 de mayo de 1984, inclusive.
5. "Interés" significa los intereses sobre la Deuda Consolidada y No Consolidada pagaderos el 31 de diciembre de 1984 de conformidad con las disposiciones del presente Convenio, y, hasta donde lo permita la ley ecuatoriana, así como los intereses sobre cualesquiera plazos de Interés vencidos e impagados que devengue dicha Deuda. Se comenzará a devengar Interés a la tasa estipulada en el presente Convenio en las fechas de vencimiento respectivas estipuladas en cada uno de los Contratos para cada uno de los plazos previstos de la Deuda Consolidada y la Deuda No Consolidada pagaderos el 31 de diciembre de 1984 y se continuará devengando Interés sobre el saldo pendiente de dicha Deuda, incluidos cualesquiera de sus plazos vencidos e impagados, hasta tanto dichos saldos pendientes hayan sido reembolsados en su totalidad. Asimismo, se comenzará

a devengar Interés adicional, a la tasa estipulada en los Convenios de Aplicación, sobre obligaciones vencidas e impagadas según lo establece el presente Convenio, y, hasta donde lo permita la ley ecuatoriana, sobre los plazos de Intereses vencidos e impagados.

6. "Agencia" significa la Agencia para el Desarrollo Internacional de los Estados Unidos, el Export-Import Bank of the United States y el Departamento de Defensa de los Estados Unidos.

### ARTICULO III

#### Modalidades de Pago

1. El Ecuador conviene en reembolsar la Deuda Consolidada en dólares de los Estados Unidos y de conformidad con las siguientes modalidades:
  - (a) La Deuda Consolidada, la cual asciende a \$40,5 millones aproximadamente, se reembolsará en diez plazos semestrales, iguales y consecutivos de \$4,05 millones aproximadamente, pagaderos el 31 de mayo y el 30 de noviembre de cada año a partir del 31 de mayo de 1987. El último plazo será pagadero el 30 de noviembre de 1991.
  - (b) La tasa de Interés sobre la Deuda Consolidada y sobre los Intereses vencidos e impagados de la misma será una tasa promedio de 3,36 por ciento por año civil del saldo pendiente de los plazos pagaderos a la Agencia para el Desarrollo Internacional, excluidos los Préstamos del Programa de Garantía para la Vivienda; el 3 por ciento por año civil del saldo pendiente de los plazos pagaderos a los Estados Unidos en virtud de Convenios PL-480; y el 10,505 por ciento por año civil del saldo pendiente de los plazos pagaderos al Departamento de la Defensa o garantizados por dicho Departamento. En el caso del Export-Import Bank of the United States, la tasa de Interés sobre la Deuda Consolidada y la Deuda No Consolidada pagadera el 31 de diciembre de 1984 y sobre cualquier Interés vencido e impagado de dicha Deuda corresponderá al costo para el Eximbank de los nuevos empréstitos de mediano plazo vigentes el

último día laborable del período de pago de intereses precedente, más 0,5 por ciento. La tasa de interés anual durante el período comprendido entre el 1 de junio y el 29 de noviembre de 1983, inclusive, será de 10,719 por ciento, y durante el período comprendido entre el 30 de noviembre de 1983 al 30 de mayo de 1984 la tasa anual será de 12,368 por ciento. El Export-Import Bank of the United States notificará al Ecuador la tasa de Interés correspondiente a cada período de seis meses subsiguiente con anterioridad al comienzo de cada uno de dichos períodos.

En el caso de los Préstamos del Programa de Garantía para la Vivienda garantizados por los Estados Unidos a través de la Agencia para el Desarrollo Internacional, la tasa de Interés sobre la Deuda Consolidada y sobre los Intereses y cargos vencidos e impagados de dicha Deuda corresponderá al costo marginal del dinero para el Housing Guaranty Reserve Fund, el cual, para los efectos del presente Convenio, será igual a la tasa que cobre el Export-Import Bank y se reajustará semestralmente, según el Export-Import Bank ajuste dicha tasa.

- (c) El Interés sobre la Deuda Consolidada será pagadero semestralmente el 31 de mayo y el 30 de noviembre de cada año a partir del 31 de mayo de 1984.
  - (d) El Anexo B del presente Convenio contiene una recapitulación de los montos de la Deuda Consolidada contraída con los Estados Unidos y sus Agencias.
2. El Ecuador conviene en reembolsar la Deuda No Consolidada, la cual asciende a \$7,1 millones aproximadamente, en dólares de los Estados Unidos y de conformidad con las siguientes modalidades:
- (a) El diez por ciento de la Deuda que asciende a aproximadamente 4,8 millones de dólares se reembolsará de conformidad con el programa de los Contratos originales. Los plazos vencidos eran pagaderos a más tardar el 30 de noviembre de 1983. El cinco por ciento restante de la Deuda será pagadero el 31 de diciembre de 1984.

- (b) La tasa de Interés sobre esa parte de la Deuda No Consolidada que vence el 31 de diciembre de 1984 y sobre cualesquiera obligaciones vencidas y no pagadas será igual a la tasa estipulada en el Parrafo 1, inciso (b), del Articulo III del presente Convenio.
- (c) Los intereses pagaderos respecto de la parte de la Deuda No Consolidada que vence el 31 de diciembre de 1984, serán pagaderos semestralmente el 31 de mayo y el 31 de diciembre de 1984.
- (d) El Anexo C del presente Convenio contiene una recapitulación de los montos de la Deuda No Consolidada contraída con las Agencias del Gobierno de los Estados Unidos.
3. Queda entendido que los montos de la Deuda Consolidada y la Deuda No Consolidada se podrán reajustar, según sea necesario, mediante los Convenios de Aplicación.

#### ARTICULO IV

##### Disposiciones Generales

1. El Ecuador conviene en otorgar a los Estados Unidos, así como a cualquier otro acreedor que sea parte en un Contrato, un trato y condiciones no menos favorables que los otorgados a cualquier otro país acreedor o a sus agencias para el reescalonamiento o el refinanciamiento de deudas cubiertas por el Acta.
2. Las condiciones de los Contratos permanecerán en vigor, salvo que sean modificadas por el presente Convenio o por los subsiguientes Convenios de Aplicación.

#### ARTICULO V

##### Entrada en Vigor

1. El presente Convenio entrará en vigor cuando se firme y cuando el Ecuador reciba notificación escrita de los Estados Unidos en el sentido de que han sido satisfechos todos los requisitos legales nacionales para su entrada en vigor.

Hecho en Quito, Ecuador, en duplicado, en este 19  
día de marzo, 1984, en los idiomas inglés y  
español, siendo ambas versiones igualmente auténticas.

POR LOS ESTADOS UNIDOS  
DE AMERICA

Samuel F. Hart  
Samuel F. Hart  
Embajador

POR LA REPUBLICA DEL  
ECUADOR

P. Pinto-Rubianes  
Ing. Pedro Pinto-Rubianes  
Ministro de Finanzas  
y Crédito Público

## Anexo A

## Contratos Sujetos al Reescalonamiento

Agencia para el Desarrollo InternacionalNúmeros de los Préstamos

518-A-012	518-L-023	518-L-031	518-T-038
518-H-025	518-L-024	518-L-032	518-T-042
518-K-013	518-L-026	518-L-033	518-V-040
518-L-014	518-L-027	518-L-034	518-W-039
518-L-016	518-L-029	518-L-035	518-HG-004
518-L-017	518-L-029A	518-M-019	518-HG-005
518-L-022	518-L-030	518-N-028	

Export-Import BankNúmeros de los Préstamos

2200A	6349	6689	PF-7143
5543		PF-6912	5543A

más ciertos créditos de proveedor cuyo valor estimado asciende a \$27 millones.

Departamento de Agricultura - PL-480Fechas de suscripción de los convenios

5/4/63	25/6/65	30/6/69	30/6/71
31/7/72			

Departamento de la Defensa

761G	771G	781G	801G
811G	821G		

## Anexo B

Recapitulación de la Deuda Consolidada\*  
(en miles de dólares de los EE.UU.)

Departamento de la Defensa	6.555
Agencia para el Desarrollo Internacional	5.072
Export-Import Bank	27.677
Departamento de Agricultura - PL-480	1.165
<b>TOTAL</b>	<b>40.469</b>

## Anexo C

Recaptiulación de la Deuda No Consolidada\*  
(en miles de dólares de los EE.UU)

Departamento de la Defensa	1.157
Agencia para el Desarrollo Internacional	895
Export-Import Bank	4.884
Departamento de Agricultura - PL-480	206
<b>TOTAL</b>	<b>7.142</b>

\*Cantidades redondeadas y sujetas a revisión con arreglo al  
Párrafo 4 del Artículo III.

# **CENTRAL AFRICAN REPUBLIC**

## **Finance: Consolidation and Rescheduling of Certain Debts**

*Agreement signed at Bangui February 16, 1984;  
Entered into force April 16, 1984.*

AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND THE CENTRAL AFRICAN REPUBLIC  
REGARDING THE CONSOLIDATION AND RESCHEDULING OF  
CERTAIN DEBTS OWED TO, OR GUARANTEED  
BY THE UNITED STATES GOVERNMENT  
THROUGH THE EXPORT-IMPORT BANK OF THE UNITED STATES

The United States of America (the "United States")  
and the Central African Republic agree as follows:

## ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of the Central African Republic's Debts, signed in Paris on July 8, 1983, among representatives of certain nations, including the United States, and agreed to by the representative of the Central African Republic, hereinafter referred to as the "Minute", the United States and the Central African Republic hereby agree to consolidate and reschedule certain payments of the Central African Republic which are owed to or guaranteed by the United States through the Export-Import Bank of the United States (Eximbank), as provided for in this Agreement.
2. This Agreement shall be implemented by a separate agreement (the "Implementing Agreement"), between the Central African Republic and Eximbank.

## ARTICLE II

Definitions

1. "Contracts" means those loan agreements or other financial arrangements which are listed in Annex A and which relate to:

- 
- (a) Commercial credits extended to the Government of the Central African Republic, or covered by its guarantee, guaranteed by the United States through Eximbank, which credits had original maturities of more than one year and which were extended pursuant to a contract or other financial arrangement concluded before January 1, 1983.
  - (b) Loans from the United States through Eximbank to the Government of the Central African Republic or covered by its guarantee, which loans had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1983.
2. "Debt" means: the sum of principal, interest and fees with respect to the Contracts which was due and unpaid as of 31 December 1982. Debt does not include payments of principal, interest and fees due as a result of the June 11, 1981 agreement between the U.S. and the Central African Republic to undertake and reschedule certain debts.
3. "Consolidated Debt" means ninety percent of the United States dollar amount of the Debt referred to in

2 above. "Non-consolidated Debt" means the remaining ten percent of the United States dollar amount of the Debt referred to in 2 above.

4. "Interest" means interest on Debt due and payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rate set forth in this Agreement on January 1, 1983 for Consolidated and Non-Consolidated Debt and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt, until such outstanding Additional balances are repaid in full. Interest shall also begin to accrue at the rate set forth in the Implementing Agreement on due but unpaid installments of Interest, on the respective due dates for such installments, as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.

### ARTICLE III

#### Terms and Conditions of Payment

1. The Central African Republic agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

- (a) The Consolidated Debt, which amounts to approximately \$706,000 shall be repaid in ten equal and consecutive semi-annual installments of approximately \$70,600 plus Interest. Principal payments are payable on each June 30 and December 31, commencing on December 31, 1988, with the final installment payable on June 30, 1993.
- (b) The rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be Eximbank's cost for new medium term borrowing in effect on the last business day of the preceding interest period plus one-half of one percent. For Interest accruing in the first six months of 1983, the annual rate shall be 11.168 percent per annum and for the second six month of 1983 the annual rate shall be 11.208 percent. For Interest accruing in each subsequent six month period, Eximbank shall notify the Central African Republic of the appropriate rate prior to the beginning of such six month period. All Interest payable with respect to the Consolidated Debt shall be payable semi-annually on June 30 and December 31 of each year, commencing on June 30, 1984.
- (c) A table summarizing the amounts of the Consolidated Debt owed to the United States through Eximbank is attached hereto as Annex B.

2. The Central African Republic agrees to pay the Non-consolidated Debt in accordance with the following terms and conditions:
  - (a) The Non-consolidated Debt relating to Debt which was due and unpaid as of 31 December 1982, which amounts to approximately \$79,000 shall be repaid as follows:
    - Five (5) percent of ~~nonconsolidated~~ debt on June 30, 1984;
    - Five (5) percent of ~~nonconsolidated~~ debt on June 30, 1986.
  - (b) The rate of interest on Non-consolidated Debt and any due but unpaid Interest accruing thereon shall be the same as the rate determined in Article II 1(b) of this agreement
  - (c) All interest payable with respect to Non-Consolidated Debt shall be paid semiannually each June 30 and December 31, commencing on June 30, 1984.
  - (d) A table summarizing the amounts of Non-consolidated Debt owed to the United States through Eximbank is attached hereto as Annex C.

ARTICLE IVGeneral Provisions

1. The Central African Republic agrees to grant the United States and Eximbank, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute, with the exception of interest rates and interest payment terms.
2. Except as they may be modified by this Agreement or the subsequent Implementing Agreement, all terms of the Contracts remain in full force and effect.

## ARTICLE V

Entry Into Force

1. This Agreement shall enter into force upon receipt by the Central African Republic of written notice from the United States Government that all necessary legal requirements for entry into force of this Agreement have been fulfilled.<sup>[1]</sup>

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<sup>1</sup> Apr. 16, 1984.

Done at Bangui in duplicate, this  
16th day of February 1984 in the English and  
French languages, each text being equally authentic.

FOR THE UNITED STATES OF  
AMERICA



EDMUND T. DEJARDETTE,  
AMBASSADOR

FOR THE CENTRAL AFRICAN  
REPUBLIC



Jean-Louis [']

<sup>1</sup> Jean-Louis Gervil-Yambala.

## ANNEX A

Contracts Subject to ReschedulingExport-Import Bank

## Direct Credit Numbers

E3282  
5475

## Financial Guarantee Numbers

ELC3284

## ANNEX B

Summary of Consolidated Debt\*  
(thousands of U.S. dollars)Amounts due  
and unpaid as of  
31/12/82

Export-Import Bank 706

## ANNEX C

Summary of Non-Consolidated Debt\*  
(thousands of U.S. dollars)Amounts due  
and unpaid as of  
31/12/82

Export-Import Bank 79

\* Data are rounded and subject to revision per Article III,  
Paragraph 4.

ACCORD ENTRE  
LES ETATS-UNIS D'AMERIQUE  
ET LA REPUBLIQUE CENTRAFRICAINE  
CONCERNANT LA CONSOLIDATION ET LE REECHELONNEMENT  
DE CERTAINES DETTES DUES AU GOUVERNEMENT DES ETATS-UNIS  
OU GARANTIES PAR LE GOUVERNEMENT DES ETATS-UNIS AGISSANT  
PAR L'INTERMEDIAIRE DE L'EXPORT-IMPORT BANK OF  
THE UNITED STATES

Les Etats-Unis d'Amérique (les "Etats-Unis") et la République Centrafricaine sont convenus de ce qui suit:

## ARTICLE PREMIER

Application de l'Accord

1. Conformément aux recommandations figurant au Procès-verbal agréé sur la Consolidation des Dettes de la République Centrafricaine, ci-après dénommé le "Procès-verbal" et signé à Paris le 8 juillet 1983 par les représentants de certains pays, y compris les Etats-Unis, et agréé par le représentant de la République Centrafricaine, les Etats-Unis et la République Centrafricaine conviennent par les présentes de consolider et de rééchelonner certains paiements de la République Centrafricaine relatifs aux dettes contractées envers le Gouvernement des Etats-Unis ou garanties par le Gouvernement des Etats-Unis agissant par l'intermédiaire de l'Export-Import Bank of the United States (Eximbank), comme prévu aux termes du présent Accord.
2. Le présent Accord sera exécuté par voie d'un accord distinct (l'"Accord d'exécution") conclu entre la République Centrafricaine et l'Eximbank.

## ARTICLE II

Définitions

1. Le terme "Contrats" signifie les accords de prêt ou autres arrangements financiers dont la liste figure à l'Annexe A et qui portent sur:
  - a) des crédits commerciaux accordés au Gouvernement de la République Centrafricaine ou couverts par sa garantie, lesdits crédits commerciaux étant garantis par les Etats-Unis par l'intermédiaire de l'Eximbank, comportant, à l'origine, des échéances de plus d'un an et ayant été consentis conformément à un contrat ou à tout autre arrangement financier conclu avant le 1er janvier 1983.
  - b) des prêts consentis par les Etats-Unis par l'intermédiaire de l'Eximbank au Gouvernement de la République Centrafricaine ou couverts par sa garantie, lesquels avaient, à l'origine, des échéances de plus d'un an et étaient consentis conformément à un accord conclu avant le 1er janvier 1983.

2. Le terme "Dette" signifie la somme du principal, des intérêts et des redevances liés aux Contrats arrivant à échéance le 31 décembre 1982 et non encore réglés à ladite date. La Dette n'inclut pas les paiements du principal, des intérêts et des redevances dus par suite de l'accord conclu le 11 juin 1983 entre les Etats-Unis et la République Centrafricaine aux fins d'assumer et de rééchelonner certaines dettes.
3. L'expression "Dette consolidée" se rapporte à quatre-vingt dix pour cent du montant de la Dette en dollars des Etats-Unis mentionnée au paragraphe 2 ci-dessus.  
L'expression "Dette non consolidée" se rapporte au reliquat de dix pour cent du montant de la Dette en dollars des Etats-Unis mentionnée au paragraphe 2 ci-dessus.
4. Le terme "Intérêts" signifie les intérêts sur la Dette, dus et exigibles conformément aux conditions du présent Accord, et sur toutes les tranches de règlement dues mais non réglées des Intérêts courus sur ladite Dette. Les Intérêts commenceront à courir au taux stipulé dans le présent Accord à compter du 1er janvier 1983 pour la Dette consolidée et la Dette non consolidée et continueront à courir sur l'encours de la Dette, y compris toutes les tranches de remboursement de la Dette arrivées à échéance mais non réglées, jusqu'à ce que lesdits soldes additionnels restant dus soient intégralement réglés. Les intérêts commenceront également à

courir au taux stipulé dans l'Accord d'exécution sur les tranches d'intérêt arrivées à échéance mais non encore réglées aux dates d'échéance respectives desdites tranches, tel qu'arrêté par le présent Accord, et continueront à courir jusqu'à ce que lesdits montants soient remboursés intégralement.

### ARTICLE III

#### Modalités et conditions de paiement

1. La République Centrafricaine convient de rembourser la Dette consolidée en dollars des Etats-Unis conformément aux modalités et conditions suivantes:
  - a) La Dette consolidée, s'élevant à environ 706 000 dollars, sera remboursée en dix tranches semestrielles égales et consécutives d'environ 70 600 dollars, intérêts en sus. Les paiements du principal seront payables le 30 juin et le 31 décembre de chaque année, à partir du 31 décembre 1988, la dernière tranche étant exigible le 30 juin 1993.
  - b) Le taux d'intérêt sur la Dette consolidée et sur tous les Intérêts de ladite Dette consolidée arrivés à échéance mais non réglés sera le taux payé par l'Eximbank pour les nouveaux emprunts à moyen terme en

vigueur au dernier jour ouvrable de la période d'intérêt précédente, plus un demi de un pour cent. En ce qui concerne les intérêts courant durant le premier semestre de 1983, le taux annuel sera de 11,168 pour cent et durant le second semestre de 1983, le taux annuel sera de 11,208 pour cent. En ce qui concerne les intérêts courant durant chaque période ultérieure de six mois, l'Eximbank informera la République Centrafricaine du taux approprié préalablement au commencement de ladite période de six mois. Tous les intérêts payables sur la Dette consolidée seront payables semestriellement le 30 juin et le 31 décembre de chaque année à partir du 30 Juin 1984.

- c) Un tableau récapitulatif des montants de la Dette consolidée due aux Etats-Unis par l'intermédiaire de l'Eximbank figure à l'Annexe B aux présentes.
- 2. La République Centrafricaine accepte de régler la Dette non consolidée conformément aux modalités et conditions suivantes:
  - a) La Dette non consolidée afférente à la Dette qui était due et non réglée au 31 décembre 1982, s'élevant à environ 79 000 dollars, sera remboursée comme suit:

- Cinq (5) pour cent de la dette ~~non consolidée~~ le 30 juin 1984;
- Cinq (5) pour cent de la dette ~~non consolidée~~ le 30 juin 1986;

- b) Le taux d'intérêt sur la Dette non consolidée et sur tous les intérêts de ladite Dette non consolidée arrivés à échéance mais non réglés sera le même que le taux déterminé conformément au paragraphe 1 b) de l'Article II du présent Accord.
- c) Tous les intérêts payables en ce qui concerne la Dette non consolidée seront payables semestriellement le 30 juin et le 31 décembre de chaque année à partir du 30 Juin 1984.
- d) Un tableau récapitulatif des montants de la Dette non consolidée due aux Etats-Unis par l'intermédiaire de l'Eximbank figure à l'Annexe C aux présentes.

#### ARTICLE IV

##### Dispositions générales

1. La République Centrafricaine convient d'accorder aux Etats-Unis et à l'Eximbank, ainsi qu'à tout autre créancier qui est partie à un Contrat, un traitement et des conditions

non moins favorables que ceux qui seraient accordés à tout autre pays créancier ou à ses organismes pour le rééchelonnement ou le refinancement des dettes couvertes par le Procès-verbal, à l'exception des taux et des conditions d'intérêts.

2. Sauf dans la mesure où elles peuvent être modifiées par le présent Accord ou par tout Accord d'exécution ultérieur, toutes les conditions des Contrats demeurent intégralement en vigueur.

#### ARTICLE V

##### Entrée en vigueur

1. Le présent Accord entrera en vigueur dès réception par la République Centrafricaine d'une notification écrite du Gouvernement des Etats-Unis l'avisant que toutes les conditions nécessaires d'ordre juridique requises pour l'entrée en vigueur du présent Accord ont été remplies.

Fait à Bangui en double exemplaire, ce  
seizième jour de février 1984, en anglais et en français,  
chaque texte faisant également foi.

POUR LES ETATS-UNIS D'AMERIQUE



EDMUND T. DEJARNETTE,

AMBASSADEUR

POUR LA REPUBLIQUE CENTRAFRICAINE



## ANNEXE A

Contrats sujets à rééchelonnementExport-Import Bank

Numéros des Crédits directs

E3282  
5475

Numéros des garanties financières

ELC3284

## ANNEXE B

Récapitulatif de la Dette consolidée\*  
(en milliers de dollars des Etats-Unis)Montants dus et  
non réglés au  
31/12/82

Export-Import Bank 706

## ANNEXE C

Récapitulatif de la Dette non consolidée\*  
(en milliers de dollars des Etats-Unis)Montants dus et  
non réglés au  
31/12/82

Export-Import Bank 79

\* Les chiffres ont été arrondis et sont sujets à révision  
aux termes du paragraphe 4 de l'Article III.

**SIERRA LEONE**  
**Agricultural Commodities**

*Agreement signed at Freetown April 29, 1983;  
Entered into force April 29, 1983.  
And agreement signed at Freetown February 23, 1984;  
Entered into force February 23, 1984.*

AGREEMENT BETWEEN  
 THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
 AND  
 THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE  
 FOR THE SALE OF AGRICULTURAL COMMODITIES  
 UNDER  
 PUBLIC LAW 480 TITLE I [']

The Government of the United States of America and the Government of the Republic of Sierra Leone agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the August 31, 1978 Agreement<sup>[2]</sup> together with the following Part II:

**Part II. PARTICULAR PROVISIONS:**

**ITEM I. COMMODITY TABLE:**

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Quantity</u>	<u>Maximum Export Market Value</u>
	(U.S. Fiscal Year)	(Metric Tons)	(Thousands Dols)
Rice	1983	10,000	3,000
Wheat	1983	3,500	600
<b>TOTALS</b>		<b>13,500</b>	<b>3,600</b>

**ITEM II. PAYMENT TERMS:**

Convertible Local Currency Credit (CLCC) - forty (40) years

- A. Initial Payment - none.
- B. Currency Use Payment - five (5) percent for Section 104(a) purposes.
- C. Number of installment payments - thirty-one (31).
- D. Amount of each installment payment - approximately equal annual amounts.
- E. Due date of first installment payment - ten (10) years from date of last delivery of commodities in each calendar year.
- F. Initial interest rate - two (2) percent.
- G. Continuing interest rate - three (3) percent.

<sup>1</sup> 68 Stat. 455; 7 U.S.C. §1701 *et seq.*

<sup>2</sup> TIAS 9210; 30 UST 672.

**ITEM III. USUAL MARKETING TABLE:**

<u>Commodity</u>	<u>Import Period</u> (U.S. Fiscal Year)	<u>Usual Marketing Requirements</u> (Metric Tons)
Rice	1983	22,700
Wheat	1983	35,000

**ITEM IV. EXPORT LIMITATIONS:**

A. Export Limitation Period: The export limitation period shall be United States Fiscal Year 1983 or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which Export Limitations Apply: For the purposes of Part I, Article III (A) (4) of this Agreement, the commodities which may not be exported are: for rice--rice in the form of paddy, brown or milled and for wheat--wheat and wheat flour on a grain equivalent basis.

**ITEM V. SELF-HELP MEASURES:**

A. The Government of Sierra Leone agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Sierra Leone agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. At least, Le900,000 to meet recurrent costs of the ongoing Adaptive Crop Research and Extension (ACRE) Project. (Sub Head 43200)

Accomplishments expected by the end of Project (CY 1985) are:

- a. developed improved appropriate agricultural technology packages for the principal indigenous food crops that are adopted by approximately 20,000 farm families;
- b. twenty (20) participants trained at degree level and thirteen (13) trained at nondegree level in Agricultural Sciences/Extension; and twelve (12) trained at nondegree level in Agriculture administration/support services;
- c. sixty-one (61) extension technicians trained in appropriate agricultural technology delivery systems development;

- d. ten-year national research/extension plan completed.

Accomplishments expected by the end of CY-1984 are:

- a. establish research/demonstration trial plots on representative small farm sites--750 during CY-83 and 900 during CY-84;
- b. initiation of socioeconomic (project impact) data survey and comprehensive soil survey of project zonal sites;
- c. distributed food crop mini-kit packages to approximately 8,000 farmers during CY-84;
- d. Research/Extension/Administrative support facilities adequately staffed and completely operational;
- e. conducted in-service training workshops for extension staff field workers, and small farmers--150 participants in CY-83 and 150 in CY-84; and
- f. initiate formal extension/research training for GOSL staff--twenty (20) participants during CY-83, and ten (10) during CY-84.

2. Provide up to Le300,000 to assist discrete community based self-help projects for building bridges and culverts, farm to market roads, food storage and community agribusiness projects. (Sub Head 43900)

3. Provide up to Le150,000 for training seminars for at least 40 planning officials in project design and evaluation and project monitoring. The seminars are to be organized by the Ministry of Development. (Sub Head 43900)

4. Provide up to Le50,000 for a rural development grant to CUSO for a pilot program of adult literacy for about 2000 farmers in conjunction with ACRE Extension activities and construction of on-farm food storage facilities. (Sub Head 43900)

5. Provide up to Le150,000 to Njala University College for engineering and architectural work for a 60-room women's dormitory on campus, related to increasing the enrollment of women agriculture graduates. (Sub Head 44100)

6. Provide up to Le100,000 to conduct a study on commodity pricing within the three-country economic zone of Liberia, Sierra Leone, and Guinea. (Sub Head 43200)

7. Provide up to Le10,000 for Ministry of Health to support three (3) Peace Corps Volunteers for Health Initiative and Family Planning Project. (Sub Head 44300)

8. Provide up to Le100,000 to CRS Development Project to be used for community based self-help development schemes. (Sub Head 43900)

9. Provide up to Le50,000 to Planned Parenthood Association to sponsor 600 group meetings and 144 follow-up visits to recruit 9000 family planning acceptors and to identify eight (8) communities to implement an integrated community based rural development, health and family planning program. (Sub Head 43900)

Other budgeted activities will be identified for funding under PL 480 local currency generations prior to the issuance of the final estimates in June 1983.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Government of Sierra Leone from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the agriculture and rural development sectors, in a manner designed to increase the access of the poor in Sierra Leone to an adequate, nutritious, and stable food supply.

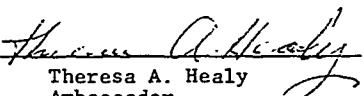
B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the Sierra Leonean people and their capacity to participate in the development of their country.

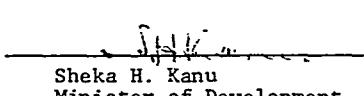
IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Freetown, in duplicate, the 29th day of April, 1983.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE  
REPUBLIC OF SIERRA LEONE

  
Theresa A. Healy  
Ambassador  
Embassy of the  
United States of America  
in Sierra Leone

  
Sheka H. Kanu  
Minister of Development  
and Economic Planning  
of the Republic of  
Sierra Leone

AGREEMENT BETWEEN  
 THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
 AND  
 THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE  
 FOR THE SALE OF AGRICULTURAL COMMODITIES  
 UNDER  
 PUBLIC LAW 480 TITLE I

The Government of the United States of America and the Government of the Republic of Sierra Leone agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and II of the August 31, 1978 Agreement together with the following Part II:

**Part II      PARTICULAR PROVISIONS:**

**ITEM I.      COMMODITY TABLE:**

<u>Commodity</u>	<u>Supply Period</u> (U.S. Fiscal Year)	<u>Approximate Quantity</u> (Metric Tons)	<u>Maximum Export Market Value</u> Dols (Millions)
Wheat	1984	11,000	2.0
Rice	1984	3,300	1.0
<b>TOTALS</b>		<b>14,300</b>	<b>3.0</b>

**ITEM II.      PAYMENT TERMS:**

Convertible Local Currency Credit (CLCC)

- A. Initial Payment – zero (0) percent
- B. Currency Use Payment – five (5) percent for Section 104(a) purposes.
- C. Number of installment payments – thirty-one (31).
- D. Amount of each installment payment – approximately equal annual amounts.
- E. Due date of first installment payment – ten (10) years after date of last delivery of commodities in each calendar year.
- F. Initial interest rate – two (2) percent.
- G. Continuing interest rate – three (3) percent.

**ITEM III.      USUAL MARKETING TABLE:**

<u>Commodity</u>	<u>Import Period</u> (U.S. Fiscal Year)	<u>Usual Marketing Requirements</u> (Metric Tons)
Wheat/wheat flour (Grain equivalent Basis)	1984	35,000
Rice	1984	49,300

**ITEM IV. EXPORT LIMITATIONS:**

A. Export Limitation Period: The export limitation period shall be United States Fiscal Year 1984 or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which Export Limitations Apply: For the purposes of Part I, Article III (A) (4) of this Agreement, the commodities which may not be exported are: for wheat/wheat flour—wheat flour, rolled wheat, semolina, farina, bulgur or the same products under a different name; and for rice—rice in the form of paddy brown or milled.

**ITEM V. SELF-HELP MEASURES:**

A. The Government of Sierra Leone agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Sierra Leone agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation.

1. Accelerate and expand food crop adaptive research and replicable delivery systems by increasing its support to the ACRE project. This increased support will enable the project to undertake the following additional activities:

- (a) The establishment of 900/trial demonstration plots on representative small farm sites;
- (b) Distribute food crop mini-kit packages to approximately 8,000 farmers living in the poor rural areas of Sierra Leone;
- (c) Conduct in-service training workshops for extension staff field workers and small farmers. The project provides a direct link between research findings and small holder plots in five eco-zones throughout the country.

2. Conduct a national sample census of agriculture in cooperation with the FAO. This census will provide basic information on:

- (a) Number and size of farms and tenure of land;
- (b) Holder by age, sex, occupation and educational status;
- (c) Population and employment on the farm;
- (d) Acreage under cultivation;
- (e) Number of cattle, sheep, etc.

C. Strengthen and support the various integrated agricultural and rural development projects established in each agricultural zone in the country.

D. Finance community based self-help projects to support activities such as the construction of the Bendu-Cha jetty; the completion of Gbangbatoke bridge; the construction of six culvert bridges and six food storage facilities.

E. Conduct economic and population studies for the preparation of agricultural and rural development plans.

F. Support the Njala University College for construction of a sixty room women's dormitory on campus so as to increase the enrollment of women in the faculty of agriculture.

**ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:**

A. The proceeds accruing to the Government of Sierra Leone from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for development in the agriculture and rural development sectors, in a manner designed to increase the access of the poor in Sierra Leone to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the Sierra Leonean people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, THE RESPECTIVE REPRESENTATIVES, DULY AUTHORIZED FOR THE PURPOSE, HAVE SIGNED THE PRESENT AGREEMENT.

DONE AT FREETOWN, IN DUPLICATE, THE 23RD DAY OF FEBRUARY, 1984.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE  
REPUBLIC OF SIERRA LEONE



Arthur W. Lewis  
Ambassador  
Embassy of the United States  
of America  
in Sierra Leone



Sheka H. Kanu  
Minister of Development  
and Economic Planning  
of the Republic of  
Sierra Leone

# **SOMALIA**

## **Agricultural Commodities**

*Agreement signed at Mogadishu February 29, 1984;  
Entered into force February 29, 1984.*

**AGREEMENT BETWEEN THE GOVERNMENTS  
OF THE  
UNITED STATES OF AMERICA  
AND THE  
SOMALI DEMOCRATIC REPUBLIC  
FOR THE  
SALE OF AGRICULTURAL COMMODITIES**

The Government of the United States of America and the Government of the Somali Democratic Republic agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and Parts I and III of the Agreement signed March 20, 1978 [1] together with the following Part II:

**PART II. Particular Provisions:**

**ITEM I. Commodity Table:**

COMMODITY	SUPPLY PERIOD (U.S. FISCAL YEAR)	APPROXIMATE QUANTITY (METRIC TONS)	MAXIMUM EXPORT MARKET VALUE (DOLS. MILLIONS)
Wheat Flour	1984	15,000	3.8
Wheat	1984	8,000	1.2
Rice	1984	18,000	5.5
Edible Veg. Oil	1984	6,300	5.5
<b>TOTAL</b>			<b>16.0</b>

**ITEM II. Payment Terms: Convertible Local Currency Credit (CLCC)  
40 years.**

- A. Initial Payment - Zero (0).
- B. Currency Use Payment - Eight (8) percent for Section 104 (A) purposes.
- C. Number of Installment Payments - Thirty-one (31).
- D. Amount of Each Installment Payment - Approximately equal annual amounts.
- E. Due Date of the First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year.
- F. Initial Interest Rate - Two (2) percent.
- G. Continuing Interest Rate - Three (3) percent.

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<sup>1</sup> TIAS 9222; 30 UST 827.

**ITEM III. Usual Marketing Table:**

COMMODITY	IMPORT PERIOD (U.S. FISCAL YEAR)	USUAL MARKETING REQUIREMENT (METRIC TONS)
Wheat/Wheat Flour (grain equivalent basis)	1984	32,100
Rice	1984	29,400
Edible Veg. Oil and/or oil bearing seeds (oil equivalent basis)	1984	6,800

**ITEM IV. Export Limitations:****A. Export Limitation Period:**

The export limitation period shall be United States Fiscal Year 1984, or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

**B. Commodities to which Export Limitations Apply:**

For the purpose of Part I, Article III A (4) of this Agreement, the commodities which may not be exported are:

For wheat/wheat flour—wheat, wheat flour, rolled wheat, semolina, farina, bulgur or the same products under a different name; for edible vegetable oil—all edible vegetable oils, including sunflower oil, rapeseed oil, and any other edible oil bearing seeds from which edible oils are produced; and for rice—rice in the form of paddy, brown or milled.

**ITEM V. Self-Help Measures:**

A. The Government of the Somali Democratic Republic agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the Somali Democratic Republic agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. To develop a more realistic price policy—which entails an upward revision of producer prices, adjustments in the exchange rate, and an improvement of market conditions—to insure that producers receive sufficient compensation and incentive to maximize output. In 1984 the GSDR will establish a proper mechanism to review and adjust agricultural support prices on a continuous basis. The regional monopoly

of purchase and/or transport of grain by ADC will be lifted by the GSDR in public announcement. Quarterly meetings between USAID and GSDR representatives will be held to review the process and progress achieved.

2. In addition to the discontinuation of the policy guaranteeing jobs to school leavers in the Government administration and public enterprises, the GSDR will develop a program to increase incentives—focused on retention/atraction of qualified personnel—while holding the line in a total wage bill. Specifically, in 1984 the GSDR will conduct a study of civil servants' salaries and wages as well as other incentives in the public sector and will consider adopting recommendations contained in the study report.

3. In addition to the elimination of the ADC's monopoly over grain purchases and allowing farmers to sell their products in the open market, in 1984 the GSDR will study ADC's role as a mechanism for price stabilization and buyer of last resort. The GSDR will review public enterprises and operate or lease through management contracts those which are economically viable. Manufacturing public enterprises which show no promise of profitability will be considered for sale to the private sector or for dissolution. The GSDR will review the operational efficiency of state farms and consider establishing management contract, joint ventures or sale to the private sector.

**ITEM VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be used:**

A. The commodities provided hereunder, or the proceeds accruing to the Importing Country from the sale of commodities financed under this Agreement, will be used for the following projects/programs which directly benefit the needy people of the Importing Country. The projects are designed in a manner to increase the access of the poor in the recipient country to adequate nutritious and stable food supply.

1. USAID-sponsored activities include: Artificial Insemination; Central Rangelands Development; Poultry Development; Livestock Marketing and Health; Juba Development Analytical Studies; Production Systems; Bay Region Development; Rural Development Management; Energy Advisor Support; CDA-Forestry; Rural Health Delivery; Family Health Initiatives; Expanded Program for Immunization; Family Health Services; Kismayo Port Rehabilitation; Refugee Self Reliance; Comprehensive Groundwater Development; Policy Initiatives and Privatization; Private Sector Advisor Support; Self-Help Trust Fund; USAID Trust Fund; Project Design and Evaluation Trust Fund; English Language Training Program; African Manpower Development; and other activities approved by the CIPL and GSP Committee which directly benefit needy people.

2. The GSDR and USAID will jointly select other development projects from the Public Investment Program to be funded with the proceeds from this Agreement. In the Agricultural Sector the projects selected will be in support of irrigation schemes at Mogambo, Janale-Bulo Marerta-Qoryole, Afgoi-Mordinle and the Northwest Agricultural Project. In livestock, the local currency generated will support the Tse Tse Fly Survey and Control, and the Northern Rangelands Development.

B. The projects/programs identified under Section VI (A) above will directly benefit the needy in the following ways:

1. The continuation of manpower training programs in the agriculture/livestock sector will greatly improve the management of rural development activities which impact on the small farmers and the nomadic herders. The majority of the population will benefit directly from the improved technologies, policies and services.

2. The rehabilitation/maintenance of the existing irrigation system will help increase food production on the 50,000 hectares of land currently under controlled irrigation. The bulk of the irrigated land is farmed by small landholders.

3. The maintenance of a realistic price structure will assure an increase in small farmers' income. Improved transportation and the availability of farm inputs will provide the small farmer with the necessary means to fully exploit the productivity of the land.

4. The well construction and maintenance program—related water distribution systems—will provide potable water for rural families. The wells directly contribute to improve the quality of life of the rural population.

5. The housing and related costs of technicians involved in the implementation of USAID funded activities mentioned above will be financed with generated local currency. These technicians are directly involved in activities aimed at improving the lot of the needy population of Somalia.

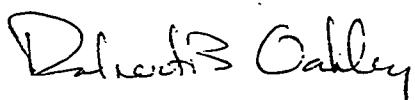
C. Report on the use of currency.

In addition to the report required by Part I, Article II (F) of the Agreement, the importing country agrees to report on the progress of implementation of the projects/programs identified in Item VI (A) above. Such report shall be made by the GSDR within six (6) months following the last delivery date of commodities in the first calendar year of the agreements and every six months thereafter until all the commodities provided hereunder, or the proceeds from the sale, have been used for the projects/programs specified in Item VI (A) above.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Mogadishu, in duplicate, the twenty-ninth day of February, 1984.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE  
SOMALI DEMOCRATIC REPUBLIC



BY: ROBERT B. OAKLEY  
TITLE: AMBASSADOR



BY: ABDULLAHI AHMED ADDOW  
TITLE: MINISTER OF FINANCE

[SEAL]

**PAKISTAN**  
**Agricultural Commodities**

*Agreement signed at Islamabad March 20, 1984;  
Entered into force March 20, 1984.*

AGREEMENT BETWEEN  
 THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
 AND  
 THE PRESIDENT OF THE ISLAMIC REPUBLIC OF PAKISTAN  
 FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER  
 THE PUBLIC LAW 480 TITLE I<sup>[1]</sup> PROGRAM

The Government of the United States of America and the President of the Islamic Republic of Pakistan (here and after Government of Pakistan or GOP) agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed March 25, 1980,<sup>[2]</sup> together with the following Part II:

PART II - PARTICULAR PROVISIONS

Item I. Commodity Table

Commodity	Supply Period (US Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (\$ Million)
Vegetable Oil	1984	81,000	50.0
Total		81,000	50.0

Item II. Payment Terms: Convertible Local Currency  
Credit (CLCC). Forty (40) Years.

- A. Initial Payment - Five (5) percent.
- B. Currency Use Payment - None.
- C. Number of Installment Payments - Thirty-one (31).
- D. Amount of Each Installment Payment - Approximately equal annual amounts.
- E. Due Date of First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year.
- F. Initial Interest Rate - Two (2) percent.
- G. Continuing Interest Rate - Three (3) percent.

<sup>1</sup> 68 Stat. 455; 7 U.S.C. §1701 *et seq.*

<sup>2</sup> TIAS 9782; 32 UST 1434.

Item III. Usual Marketing Table

Commodity	Import Period (US Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Edible vegetable oil and/or oil bearing seeds (oil equivalent basis)	1984	430,000 (of which at least 108,000 shall be imported from the U.S.)

Item IV. Export Limitations

## A. The Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1984 or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

## B. Commodities to which Limitations Apply:

For the purposes of Part I, Article III (A) (4) of this Agreement, the commodities which may not be exported are: soybean/cottonseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or any manufactured product which is primarily made from these oils or oil bearing seeds from which these oils are produced.

Item V. Self-Help Measures

A. The Government of Pakistan agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Pakistan agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation.

1. The Government of Pakistan will continue the liberalized long-term policy of prices for edible oil products to create favorable conditions for the improvement of the edible oil sector in Pakistan. Liberalization in this particular context shall be understood to permit producer prices and

wholesale prices of edible oil and edible oil products to rise in response to domestic demand or rising world market prices. It should not be understood to preclude selective use of support prices.

2. The GOP will undertake, with USG financing, a study of the feasibility of a buffer stock of edible oil or financial arrangements as means of maintaining adequate supplies at stable prices. This study will consider both financial and physical approaches to buffer stocks including, inter alia, use of future contracts in international markets.
3. To advance the policy of increased private sector participation in the edible oil and vegetable ghee industry, the Government of Pakistan will continue its policy of progressive privatization of the vegetable ghee industry. The Government of Pakistan will encourage the entry of private firms into the industry through relaxation of barriers to entry and movement towards the removal of price controls. The Government of Pakistan undertakes to pursue policies that insure operation of all ghee plants, public and private, without subsidization of their operations or raw material costs.

**Item VI. Economic development purposes for which proceeds accruing to importing country are to be used.**

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for the self-help measures set forth in item V and for increasing Pakistan's ability to import, handle and distribute edible oil, modernizing oilseed processing facilities, for development of the poultry industry and for such other development purposes in the agriculture, rural development, water resources, population, education, and health sector as are mutually agreed upon. The Government of Pakistan and the U.S. Government may also agree to the use of sales proceeds for development projects that promote alternatives to opium production.

B. The rupee proceeds from the sale of commodities provided under this Agreement will be credited to the federal consolidated fund of the Government of Pakistan. The Government of Pakistan agrees to credit these proceeds to a special subsidiary account to be named FY 1984 PL 480.

C. The Government of Pakistan agrees to consult with USG agencies, prior to April 1, in order to decide on the allocation of proceeds from the sale of commodities to the major sectors of

the Pakistan budget for the fiscal year that begins July 1. The GOP and USG will meet again after the budget has been proposed, but no later than October 1, to refine the sectoral allocations to more specific activities. Additional sessions will be held to amend the allocations if required because of budget cuts, local currency generation substantially different from the estimates, etc.

D. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Pakistani people and their capacity to participate in the development of their country. The measures identified will directly benefit the needy in the following ways:

1. Liberalization of prices for edible oil and edible oil products will contribute to an assured supply of edible oil at sustainable prices. Edible oil is a staple consumption item of the poor, contributing the largest number of calories after grain.

2. A buffer stock of edible oil, which could result from the required study, would benefit the poor by reducing large, though temporary, price fluctuations that impose hardships by lowering consumption. Poor farmers also would benefit from stable prices when they have to sell their oilseed crop at harvest time.

3. Increased privatization of the edible oil and vegetable ghee industry will benefit the poor by increasing the efficiency of the industry through the competitive pressures of private enterprise and a free market. This efficiency will promote production at sustainable prices without the need for subsidies, which are paid for indirectly by the poor themselves.

4. A change in policies that stimulates livestock and poultry production and rationalizes the production and import of oilseeds and oilseed products would benefit the poor primarily by increasing the supply of edible oil at sustainable prices. Poor families also would benefit from lower meat prices on occasions when they buy meat. Small farmers would benefit from the improved market for oilseed products and the increased demand for other types of animal feed.

E. The Government of Pakistan agrees to convene meetings not less than every six months for the purpose of consulting on the agreed purposes for which the sales proceeds generated under this Agreement will be used, to review actual disbursements and physical progress against agreed benchmarks, to review those self-help provisions which require policy change and to discuss such other matters as may be agreed. The first meeting will be held within three months of the final delivery of commodities under this Agreement.

**Item VII. Reports and Reviews:**

- A. By January 1, 1985 the Government of Pakistan agrees to provide a written report which will include but not be limited to:
  1. Progress on implementing the self-help measures set out in Item V (B) above;
  2. A comparison of achievements and benchmarks to determine the progress achieved in meeting the self-help measures set out in Item V (B) above; and
  3. A review of the levels of funding being released to carry out the self help measures.
- B. As long as balances remain from the rupee proceeds credited to the spacial account established pursuant to Item VI (B) above, the Government of Pakistan shall provide semi-annual reports on how the proceeds have been used to directly benefit the needy in accordance with item VI (D) of Part II of this Agreement. The report will be submitted by January 1, 1985 and subsequent reports will be provided at six month intervals.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Islamabad, in duplicate, the twentieth day of March, 1984.

FOR THE GOVERNMENT OF PAKISTAN

By: [Signature]

Name: Ejaz A. Naik

Title: Secretary General  
Economic Affairs Division

[SEAL]

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: [Signature]

Name: Deane R. Hinton

Title: Ambassador of the  
United States of America

[SEAL]

## **IRELAND**

### **Postal: Express Mail Service**

*Agreement, with detailed regulations, signed at Dublin and  
Washington February 29 and March 20, 1984;  
Entered into force May 19, 1984.*

INTERNATIONAL EXPRESS  
MAIL AGREEMENT  
BETWEEN  
THE POSTAL ADMINISTRATION OF IRELAND  
AND  
THE UNITED STATES POSTAL SERVICE

Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Ireland and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations signatory to this Agreement;
2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;
3. Convention - the Universal Postal Convention<sup>[1]</sup> adopted by the Congress of the Universal Postal Union from time to time;

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<sup>[1]</sup> Done at Rio de Janeiro Oct. 26, 1979. TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention — the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service — the service established by this Agreement;

6. Scheduled service — an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service — an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

**Article 3 Scheduled Service**

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

- (i) The identification number of the customer contract, which number shall be indicated on each item sent;
- (ii) the names and addresses of the sender and designated addressee;
- (iii) the days of the week designated by the customer as scheduled dispatch days;
- (iv) the time of day delivery is requested; and
- (v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

**Article 4 On-Demand Service**

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

**Article 7 Conditions of Acceptance**

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

- (a) be packed in a manner adapted to the nature of the contents and the conditions of transport;
- (b) bear the names and addresses of the addressee and of the sender; and
- (c) satisfy the conditions of weight and size fixed by Article 9.

**Article 8 Prohibitions**

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

**Article 9    Limits of Size and Weight**

An item of International Express Mail:

- (a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,
- (b) shall not exceed 20 kilograms in weight.

**Article 10    Treatment of Items Wrongly Accepted**

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.
2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.
2. An item refused by the addressee shall be returned immediately to the administration of origin.
3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.
4. Neither administration shall charge the other for the return of undeliverable items.

**Article 13 Items Arriving Out of Course and to be Redirected**

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.
2. Neither administration shall charge the other for the redirection of items arriving out of course.

**Article 14 Inquiries**

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.
2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.
3. This article does not authorize routine requests for confirmation of delivery.

**Article 15 Allocation of Surface Costs for Traffic Imbalances**

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand.

**Article 16 Internal Air Conveyance Dues**

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

**Article 17 Onward Air Conveyance**

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

**Article 18 No Additional Rates, Charges, or Fees**

The administrations may collect only the rates, charges, and fees established under this Agreement.

**Article 19 Liability of Administrations**

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

**Article 20 Application of the Convention**

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

**Article 21 Detailed Regulations**

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

**Article 22 Arbitration**

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

**Article 23 Alterations or Amendments; Additional Rules and Regulations**

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.
2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

**Article 24 Entry into Force and Duration**

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.<sup>1</sup>
2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

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<sup>1</sup> May 19, 1984.

Done in duplicate and signed at Dublin on the  
29<sup>th</sup> day of February, 1984 and at  
Washington, D.C. on the 20<sup>th</sup> day of March, 1984.

FOR THE POSTAL ADMINISTRATION OF IRELAND:

Eamon McMahon [<sup>1</sup>]

FOR THE UNITED STATES POSTAL SERVICE:

Walter E. Duka [<sup>2</sup>]  
Assistant Postmaster General  
International Postal Affairs

<sup>1</sup> Eamon McMahon.

<sup>2</sup> Walter E. Duka.

DETAILED REGULATIONS OF THE INTERNATIONAL  
EXPRESS MAIL AGREEMENT  
BETWEEN  
THE POSTAL ADMINISTRATION OF IRELAND  
AND  
THE UNITED STATES POSTAL SERVICE

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Ireland and the United States Postal Service.

**Article 101 Information to be Supplied By the Administrations**

1. Each administration shall notify the other administration of:
  - (a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;
  - (b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;
  - (c) the rates and dues established under the Agreement; and,
  - (d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed \$250.

**Article 104 Packing Requirements**

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.
2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.
3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.
4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

**Article 105 General Makeup of Mails**

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.
2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.
3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

- (a) the exchange office of destination; and
- (b) whether the bag contains merchandise or other dutiable items.

**Article 106 Manifests**

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.
2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.
3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.
2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.
3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

**Article 109 Verification of Dispatches and their Contents**

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.
2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

**Article 110 Notification of Irregularities**

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.
2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

**Article 111 Redirection of Items Arriving Out of Course**

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

**Article 112 Return of Items to Origin**

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

**Article 113 Accounting, Settlement of Accounts**

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

**Article 114 Definitions**

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

**Article 115 Period of Retention of Documents**

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

**Article 116 Entry into Force and Duration**

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

## **ST. CHRISTOPHER AND NEVIS**

**Defense: International Military Education and  
Training (IMET)**

*Agreement effected by exchange of notes  
Dated at St. John's and Basseterre March 19 and 20, 1984;  
Entered into force March 20, 1984.*

*The American Embassy to the Ministry of Foreign Affairs of  
St. Christopher and Nevis*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 6

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of St. Christopher and Nevis and has the honor to repeat below the text of the Embassy's Note. No. 3, dated February 2, 1984, which apparently failed to arrive in the Ministry.

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of St. Christopher and Nevis and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

"The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government:
  - A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;
  - B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government.

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to representatives of the United States Government with regard to the use of such training (including training materials); and that the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET program with the Government of St. Christopher and Nevis may include training related to defense articles, with respect to which the agreement of the Government of St. Christopher and Nevis to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs of the Government of St. Christopher and Nevis shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply."

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Government of St. Christopher and Nevis the assurances of its highest consideration.

Embassy of the United States of America,  
St. John's, March 19, 1984.

MCF

*The Ministry of Foreign Affairs of St. Christopher and Nevis to the  
American Embassy*



ST. CHRISTOPHER AND NEVIS

Ref. No. EA/C15/102

Foreign  
Ministry of Affairs,  
GOVERNMENT HEADQUARTERS,  
P. O. Box 186,  
St. Kitts, W. I.

Note No. 15/84

The Ministry of Foreign Affairs of St. Christopher and Nevis presents its compliments to the Embassy of the United States of America in St. John's Antigua and has the honour to acknowledge the Embassy's Note No. 6 dated March 19, 1984 setting out the requirements of the United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Programme.

The Ministry of Foreign Affairs of St. Christopher and Nevis by this note in reply hereby confirms the agreement of the Government of St. Christopher and Nevis, as the recipient country, to observe the conditions of the IMET programme as specified and also affirms that this note shall constitute an agreement between our two Governments on this subject effective from today's date.

The Ministry of Foreign Affairs of St. Christopher and Nevis avails itself of this opportunity to renew to the Embassy of the United States of America, in St. John's Antigua the assurances of its highest consideration.

Ministry of Foreign Affairs  
Basseterre  
St. Christopher and Nevis

[SEAL]

20th March, 1984

## **PORTUGAL**

### **Defense: Ground-Based Electro-Optical Deep Space Surveillance (GEODSS) Station**

*Agreement effected by exchange of notes  
Signed at Lisbon March 27, 1984;  
Entered into force March 27, 1984.*

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

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

*Gabinete do Ministro*

Lisboa, 27 de Março de 1984

Excelênciia,

Tenho a honra de me referir às conversações recentemente havidas entre altos funcionários dos nossos dois Governos no contexto do artº 1º do Acordo de auxílio mútuo para a Defesa entre Portugal e os Estados Unidos da América de 1951, sobre a instalação em Portugal de uma estação electro-óptica em terra para vigilância no espaço exterior (GEODSS).

Em consequência daquelas discussões, e tendo em consideração a recente conclusão satisfatória de troca de notas acerca de assuntos de defesa e ajuda dos Estados Unidos, apraz-me comunicar que o meu Governo autoriza a instalação e operação de uma estação Geodss em Portugal, localizada em princípio na vizinhança do marco geodésico MU.

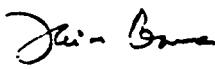
Para a concretização deste projecto, tenho a honra de propôr que sejam negociados entre o Ministério da Defesa de Portugal e o Departamento de Defesa dos Estados Unidos os arranjos técnicos relativos a este assunto.

A Sua Excelênciia  
o Embaixador dos Estados Unidos da América  
Senhor H. Allen Holmes  
L I S B O A

TIAS 10973

Tenho a honra de propôr que, caso o Governo de Vossa Excelência concorde, esta nota, juntamente com a resposta confirmativa de Vossa Excelência constituam um acordo entre os nossos dois Governos.

Queira aceitar, Excelência, os protestos da minha mais elevada consideração.



Jaime Gama

Ministro dos Negócios Estrangeiros

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

EMBASSY OF THE  
UNITED STATES OF AMERICA

Lisbon, March 27, 1984

Excellency:

I have the honor to refer to your Excellency's note of this date, which provides as follows:

"Excellency:

I have the honor to refer to recent conversations between senior officials of our two Governments, in the context of Article I of the Mutual Defense Assistance Agreement of 1951 between Portugal and the United States,<sup>[1]</sup> with regard to the installation in Portugal of a Ground-Based Electro-Optical Deep Space Surveillance (GEODSS) Station.

As a result of those discussions, and taking into consideration the recent satisfactory exchange of notes with regard to defense matters and United States assistance, I am pleased to inform you that my Government authorizes the installation and operation of a GEODSS station in Portugal at a site

His Excellency

Jaime Jose Matos da Gama,

Minister of Foreign Affairs of the  
Republic of Portugal.

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<sup>1</sup> TIAS 2187; 2 UST 438.

located in principle in the vicinity of the MU geodetic marker.

In order to carry out this project, I have the honor to propose that technical arrangements related to this subject be negotiated between the Ministry of Defense of Portugal and the Department of Defense of the United States.

I have the honor to propose that, if acceptable to your Excellency's Government, this note together with your Excellency's confirming reply shall constitute an agreement between our two Governments.

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

I am pleased on behalf of my Government to accept your proposal, and to confirm that your Excellency's note, together with this reply, shall constitute an agreement between our two Governments.

Accept, Excellency, the assurances of my highest consideration.

Henry Allen Holmes<sup>[1]</sup>

<sup>1</sup> Henry Allen Holmes.

## **POLISH PEOPLE'S REPUBLIC**

### **Fisheries Off the United States Coasts**

*Agreement extending the agreement of August 2, 1976, as extended.*

*Effectuated by exchange of notes*

*Dated at Washington and Warsaw March 7 and 30, 1984;*

*Entered into force July 27, 1984.*

*The Department of State to the Embassy of Poland*

The Department of State wishes to draw to the attention of the Embassy of Poland the Agreement Between the Government of the United States of America and the Government of Poland Concerning Fisheries Off the Coasts of the United States, signed August 2, 1976, as amended, [1] and due to expire on July 1, 1984.

The Government of the United States proposes that this Agreement be extended until December 31, 1985.

If the Government of Poland agrees to such an extension, it is proposed that this note and the Embassy's reply thereto shall constitute an agreement between the two Governments, which shall enter into force following written notification of the completion of internal procedures of both Governments. [2]

Department of State,  
Washington, March 7, 1984.

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<sup>1</sup> Should read "as extended". TIAS 8524, 10533, 10697; 28 UST 1681.

<sup>2</sup> July 27, 1984.

*The Polish Ministry of Foreign Affairs to the American Embassy*

Ministerstwo Spraw Zagranicznych Polskiej  
Rzeczypospolitej Ludowej przekazuje wyrazy szacunku  
Ambasadzie Stanów Zjednoczonych Ameryki w Warszawie i ma  
zaszczyt przekazać, co następuje:

1. Ministerstwo Spraw Zagranicznych Polskiej  
Rzeczypospolitej Ludowej potwierdza otrzymanie noty  
Departamentu Stanu z dnia 7 marca 1984 roku adresowanej  
do Ambasady Polskiej Rzeczypospolitej Ludowej w Waszyngto-  
nie o następującym brzmieniu:

"Departament Stanu pragnie zwrócić uwagę  
Ambasady Polskiej Rzeczypospolitej Ludowej,  
że Porozumienie między Rządem Stanów Zjednoczo-  
nych Ameryki a Rządem Polskiej Rzeczypospolitej  
Ludowej dotyczące rybołówstwa wzdłuż wybrzeży  
Stanów Zjednoczonych Ameryki, podpisane dnia  
2 sierpnia 1976 r., wraz z poprawkami, ma  
wygasnąć dnia 1 lipca 1984 r.

Rząd Stanów Zjednoczonych Ameryki proponuje,  
aby Porozumienie to zostało przedłużone do  
dnia 31 grudnia 1985 r.

Jeżeli Rząd Polskiej Rzeczypospolitej Ludowej  
wyraża zgodę na to przedłużenie, proponuje się,  
aby niniejsza nota wraz z odpowiedzią Ambasady  
na nią stanowiły porozumienie między obu Rządami,  
które wejdzie w życie po pisemnej notyfikacji o  
spełnieniu wewnętrznych procedur obu Rządów".

Ministerstwo Spraw Zagranicznych Polskiej  
Rzeczypospolitej Ludowej ma zaszczyt zakomunikować, że

Ambasada  
Stanów Zjednoczonych Ameryki

w Warszawie

Rząd Polskiej Rzeczypospolitej Ludowej wyraża zgodę na przedłużenie Porozumienia między Rządem Polskiej Rzeczypospolitej Ludowej a Rządem Stanów Zjednoczonych Ameryki dotyczącego rybołówstwa wzdłuż wybrzeży Stanów Zjednoczonych Ameryki, podписанego dnia 2 sierpnia 1976 roku do dnia 31 grudnia 1985 r. Rząd Polskiej Rzeczypospolitej Ludowej zgadza się również, aby powołana nota Departamentu Stanu z dnia 7 marca 1984 r. wraz z odpowiedzią Ministerstwa Spraw Zagranicznych Polskiej Rzeczypospolitej Ludowej stanowiły porozumienie między obu Rządami, które wejdzie w życie po pisemnej notyfikacji o spełnieniu wewnętrznych procedur obu Rządów.

2. Rząd Polskiej Rzeczypospolitej Ludowej uważa, że powyższe przedłużenie Porozumienia między Rządem Polskiej Rzeczypospolitej Ludowej a Rządem Stanów Zjednoczonych Ameryki dotyczące rybołówstwa wzdłuż wybrzeży Stanów Zjednoczonych Ameryki z dnia 2 sierpnia 1976 r. oznacza przywrócenie realizacji wszystkich postanowień tego Porozumienia, łącznie z postanowieniami odnoszącymi się do prawa dostępu polskich statków rybackich do połowów w strefie ochrony rybołówstwa Stanów Zjednoczonych oraz kwot połowowych.

3. Zgodnie z przekazanym odrębnie stanowiskiem Rząd Polskiej Rzeczypospolitej Ludowej jest zdania, że omawiana współpraca w dziedzinie rybołówstwa powinna być trwała i długofalowa, oparta o odpowiednie gwarancje prawne. Gwarancje takie mogłyby zostać sprecyzowane w drodze aneksu do obecnie obowiązującego Porozumienia, a trwałe rozwiązanie powinno się znaleźć w nowej umowie rybołówczej między Rządem Polskiej Rzeczypospolitej Ludowej a Rządem Stanów Zjednoczonych Ameryki.

Ministerstwo Spraw Zagranicznych korzysta z okazji, by ponownie Ambasadzie wyrazić swego wysokiego poważania.

Warszawa, dnia 30 marca 1984 roku.



## TRANSLATION

The Ministry of Foreign Affairs of the Polish People's Republic presents its compliments to the Embassy of the United States of America in Warsaw, and has the honor to inform it of the following:

1. The Ministry of Foreign Affairs of the Polish People's Republic acknowledges receipt of the note from the Department of State dated March 7, 1984, addressed to the Embassy of the Polish People's Republic at Washington, which reads as follows:

[For text of the U.S. note, see p. 4891.]

The Ministry of Foreign Affairs of the Polish People's Republic has the honor to inform the Embassy that the Government of the Polish People's Republic has given its consent for the extension of the Agreement between the Government of the Polish People's Republic and the Government of the United States of America Concerning Fisheries Off The Coasts of the United States, signed August 2, 1976, and due to expire December 31, 1985. The Government of the Polish People's Republic also agrees that the aforementioned note of the Department of State, dated March 7, 1984, together with the reply from the Ministry of Foreign Affairs of the Polish People's Republic shall constitute an Agreement between the two Governments which shall enter into force following written

notification of the completion of the internal procedures of the two Governments.

2. The Government of the Polish People's Republic believes that the above extension of the Agreement between the Government of the Polish People's Republic and the Government of the United States of America Concerning Fisheries Off the Coasts of the United States of America, dated August 2, 1976, signifies the return to the implementation of all the provisions of this Agreement, including the provisions concerning the right of access by Polish fishing vessels desiring to fish in the fishery conservation zones of the United States, as well as to the fishing quotas.

3. In accordance with the position communicated separately, the Polish People's Republic considers that the cooperation under discussion in the area of fisheries should be lasting and of a long-range nature, based on proper legal guarantees. Such guarantees could be worked out more precisely by means of an annex to the Agreement presently in force, while a lasting solution should be set forth in a new fisheries agreement between the Government of the Polish People's Republic and the Government of the United States of America.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy the assurances of its high consideration.

Warsaw, March 30, 1984.

[Ministry stamp]

## **JAMAICA**

### **Aviation: Airline Remittance**

*Agreement effected by exchange of notes  
Dated at Kingston March 22 and 30, 1984;  
Entered into force March 30, 1984.*

*The American Embassy to the Jamaican Ministry of Foreign Affairs*

No. 94/84

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Jamaica and has the honor to refer the Ministry to discussions held January 19 and 20, 1984, in Washington between representatives of the Government of Jamaica and the United States of America and to subsequent discussions through diplomatic channels in Kingston concerning the conversion and remittance of U.S. airline Jamaican dollar earnings. These discussions resulted in the following understanding:

1. The Government of Jamaica agrees that the rate of exchange of Jamaican dollar 1.78 to U.S. one dollar shall apply to transactions for which applications for foreign exchange approval were made by U.S.-designated airlines to the Bank of Jamaica prior to the 17th of June, 1983.
2. The Government of Jamaica agrees that remittances after June 16, 1983 and before the unification of the exchange rate on November 24, 1983 shall be at the rate of exchange of Jamaican dollars 2.80 to U.S. one dollar.
3. The U.S.-designated airlines and the Jamaican authorities shall negotiate a schedule of foreign exchange payments in accordance with Paragraphs 1 and 2 above. The results of these negotiations

shall be reported to the Governments of the United States of America and Jamaica.

4. The parties agree that the conversion and remittance of currency for the periods described above will be as favorable as that accorded any other foreign airline.

If this understanding is acceptable to the Government of Jamaica, the Embassy has the honor to propose that this note and the Ministry's reply thereto shall constitute an agreement between our two Governments which shall enter into force on the date of the Ministry's reply.

The Embassy of the United States of America avails itself of the opportunity to renew to the Ministry of Foreign Affairs of the Government of Jamaica the assurances of its highest consideration.

Embassy of the United States of America  
Kingston, Jamaica, March 22, 1984



*The Jamaican Ministry of Foreign Affairs to the American Embassy*

358/505/50

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Note No. 94/84, dated 22nd March 1984, regarding discussions held January 19 and 20, 1984, in Washington between representatives of the Government of Jamaica and the Government of the United States of America, and to subsequent discussions through diplomatic channels in Kingston concerning conversion and remittance of Jamaican dollar earnings by the U.S. Airlines.

The Government of Jamaica is in agreement with the following understanding as stated in the Note:

1. The Government of Jamaica agrees that the rate of exchange of Jamaican dollar 1.78 to U.S. one dollar shall apply to transactions for which applications for foreign exchange approval were made by U.S.-designated airlines to the Bank of Jamaica prior to the 17th of June, 1983.
2. The Government of Jamaica agrees that remittances after June 16, 1983, and before the unification of the exchange rate on November 24, 1983, shall be at the rate of exchange of Jamaican dollars 2.80 to U.S. one dollar.

3. The U.S.-designated airlines and the Jamaican authorities shall negotiate a schedule of foreign exchange payments in accordance with paragraphs 1 and 2 above. The results of these negotiations shall be reported to the Governments of the United States of America and Jamaica.
4. The parties agree that the conversion and remittance of currency for the periods described above will be as favourable as that accorded any other foreign airline.

The Ministry of Foreign Affairs also confirms that this Note and the Note from the Embassy of the United States of America shall constitute an agreement between our two Governments which shall enter into force with effect from March 30, 1984, the date of this reply.

The Ministry 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.



Embassy of the United States of America  
Kingston, Jamaica  
March 30, 1984

## **BELIZE**

### **Narcotic Drugs: Illicit Production and Traffic**

*Agreement amending the agreement of April 6, 1983, as amended.*

*Signed at Belmopan March 30, 1984;*

*Entered into force March 30, 1984.*

AMENDMENTS TO THE AGREEMENT  
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF BELIZE  
FOR  
THE CONTROL OF THE ILLICIT PRODUCTION AND TRAFFIC OF DRUGS

The Government of the United States of America and the Government of Belize agree that the Agreement for the Control of Illicit Production and Traffic of Drugs signed at Belmopan on April 6, 1983, and amended on August 11, 1983, September 15, 1983, and September 28, 1983,<sup>[1]</sup> will be further amended as follows:

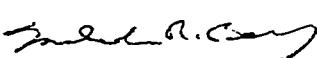
Article III, Section 1 is amended to read:

The INM will provide financing of up to U.S. \$175,000 in the United States Government fiscal year 1983 and U.S. \$100,000 in fiscal year 1984 in support of the cooperation described in Article I, and to provide the specific equipment, funds to support field operations, and commodities listed in the annex to this agreement.

The Annex to the Agreement is amended to add the following item under Paragraph 1:

(e) funding on a one-time basis of U.S. \$100,000 in fiscal year 1984 funds in support of a Belizean manual eradication and interdiction operation against marijuana.

GOVERNMENT OF THE UNITED  
STATES OF AMERICA

By:   
Malcolm R. Barnebey  
Ambassador

GOVERNMENT OF BELIZE

By:   
V. H. Courtenay  
Minister of Home Affairs

Belmopan, Belize

March 30, 1984

<sup>1</sup>TIAS 10686; 35 UST 719.

# **PERU**

## **Economic Assistance: Disaster Relief and Rehabilitation**

*Agreement signed at Lima July 20, 1983;  
Entered into force July 20, 1983.*

*And amending agreements*

*Signed at Lima September 30, 1983;  
Entered into force September 30, 1983.*

*And signed at Lima October 17, 1983;  
Entered into force October 17, 1983.*

*And signed at Lima March 30, 1984;  
Entered into force March 30, 1984.*

CONVENIO DE PROYECTO  
PROJECT AGREEMENTENTRE  
BETWEENLA REPUBLICA DEL PERU  
THE REPUBLIC OF PERUY  
ANDLOS ESTADOS UNIDOS DE AMERICA  
THE UNITED STATES OF AMERICAPARA  
FORPROYECTO DE AYUDA PARA DESASTRES Y REHABILITACION  
DISASTER RELIEF AND REHABILITATION PROJECTPréstamo A.I.D. No. 527-W-082  
A.I.D. Loan No. 527-W-082Fecha: Julio 20, 1983  
Date: July 20, 1983Proyecto A.I.D. No. 527-0277  
A.I.D. Project No. 527-0277

**CONVENIO DE PROYECTO** de fecha 20 de Julio de 1983 (el "Convenio"), entre la República del Perú (el "Prestatario") y los Estados Unidos de América, actuando a través de la Agencia para el Desarrollo Internacional ("A.I.D.").

**PROJECT AGREEMENT** dated July 20, 1983 (the "Agreement") between the Republic of Peru ("Peru"), and the United States of America, acting through the Agency for International Development ("A.I.D.").

#### ARTICULO 1: EL CONVENIO

El objeto de este Convenio es establecer el entendimiento de las partes arriba nombradas ("Partes") con relación a la ejecución por el Perú del Proyecto descrito a continuación, (el "Proyecto") y con relación a la financiación del Proyecto por las Partes.

#### ARTICLE 1: THE AGREEMENT

The purpose of this Agreement is to set out the understandings of the Parties named above ("Parties") with respect to the undertaking by Peru of the Project described below (the "Project") and with respect to the financing of the Project by the Parties.

#### ARTICULO 2: EL PROYECTO

**SECCION 2.1 Definición del Proyecto.** El Proyecto que se describe más ampliamente en el Anexo 1, consistirá en establecer una unidad de coordinación y un fondo de reconstrucción mediante el financiamiento y ejecución de asistencia técnica y ayuda de emergencia y actividades de rehabilitación en las áreas del norte afectadas por inundaciones, áreas de la sierra sur afectadas por la sequía y proyectos relacionados con desastres en otras áreas del país. El Anexo 1, adjunto, amplia la definición del Proyecto anterior. Dentro de los límites de la definición del Proyecto antes mencionado, los elementos de la descripción ampliada enunciados en el Anexo 1, podrán ser cambiados mediante acuerdos por escrito de los representantes autorizados de las Partes, nombrados en la Sección 9.2, sin necesidad de una enmienda formal en este Convenio. En el Anexo 1 se identifican aquellos elementos del Proyecto que son financiados con fondos de la Donación y los que financiados con fondos del Préstamo.

#### ARTICLE 2: THE PROJECT

**SECTION 2.1. Definition of Project.** The Project, which is further described in Annex 1, [ ] will consist of making operational a coordinating unit and a reconstruction fund through the financing and implementation of technical assistance and emergency relief and rehabilitation activities in the northern flood areas, southern sierra drought areas, and disaster-related projects in other areas of Peru. Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 9.2, without formal amendment of this Agreement. Annex 1 identifies those elements of the Project for which Grant financing will be employed, and those for which Loan financing will be employed.

<sup>1</sup> Not printed. Available from the Office of Treaty Affairs, Department of State.

SECCION 2.2. Naturaleza Creciente de la Donación y Préstamo.

(a) La contribución de la A.I.D. a la porción del Proyecto financiado con la Donación, será provista en cuotas, la primera de las cuales estará disponible de acuerdo con la Sección 3.1. Las cuotas subsiguientes de hasta US\$3,000,000 para completar la Donación total hasta US\$4,000,000, estarán sujetas a la disponibilidad de los fondos por la A.I.D. para este propósito, y al entendimiento mutuo de las Partes, al momento de que proceda cada cuota.

(b) La contribución de la A.I.D. a la porción del Proyecto financiado con el Préstamo, será provista en cuotas, la primera de las cuales estará disponible de acuerdo con la Sección 3.1. Las cuotas subsiguientes de hasta US\$1,000,000 para completar el Préstamo total hasta US\$4,000,000, estarán sujetas a la disponibilidad de los fondos por la A.I.D. para este propósito y al entendimiento mutuo de las Partes, al momento de que proceda cada cuota.

(c) Dentro de la Fecha Final de Asistencia del Proyecto, especificada en este Convenio, la A.I.D., en base a consultas con el Perú, puede especificar mediante Cartas de Ejecución del Proyecto, períodos de tiempo apropiados para la utilización de los fondos provistos por la A.I.D. bajo cualquier cuota individual.

ARTICULO 3: FINANCIAMIENTO

SECCION 3.1. El Préstamo y la Donación . Para asistir al Perú a cubrir los costos de desarrollo del Proyecto, A.I.D., de acuerdo con la Ley de Ayuda Extranjera de 1961 y sus enmiendas, conviene en donar al Perú, bajo los términos de este Convenio, una cantidad que no excederá

SECTION 2.2. Incremental Nature of the Grant and Loan.

(a) A.I.D.'s contribution to the Grant-financed portion of the Project will be provided in increments, the initial one being made available in accordance with Section 3.1. Subsequent increments amounting to US\$3,000,000 for a total life-of-project Grant funding of up to US\$4,000,000, will be subject to the availability of funds to A.I.D. for this purpose and to mutual agreement of the Parties, at the time of each increment, to proceed.

(b) A.I.D.'s contribution to the Loan-financed portion of the Project will also be provided in increments, the initial one being made available in accordance with Section 3.1. Subsequent increments amounting to US\$1,000,000 for a total life-of-project Loan funding of up to US\$4,000,000, will be subject to the availability of funds to A.I.D. for this purpose and to mutual agreement of the Parties, at the time of each increment, to proceed.

(c) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with Peru, may specify in Project Implementation Letters appropriate time periods for the utilization of funds provided by A.I.D. under an individual increment.

ARTICLE 3: FINANCING

SECTION 3.1. The Loan and Grant. To assist Peru to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,<sup>[1]</sup> agrees to grant Peru under the terms of this Agreement not to exceed One Million U.S. Dollars (US\$1,000,000) ("Grant") and to

<sup>1</sup> 75 Stat. 424; 22 U.S.C. §2151.

de Un Millón de U.S. Dólares (US\$1,000,000) ("Donación"), y en prestar al Perú, bajo los términos de este Convenio, una cantidad que no excederá los Tres Millones de U.S. Dólares (US\$3,000,000) ("Préstamo"). El monto total de desembolsos bajo el Préstamo se denomina "Capital". El Préstamo y la Donación juntas se denominan la "Asistencia." Toda referencia al financiamiento con la Donación y con el Préstamo en este Convenio y sus Anexos, está sujeta a las condiciones de la Sección 2.2.

La Asistencia puede ser utilizada para financiar costos en U.S. Dólares (tal como se define para ambos en la Sección 7.1) y costos en Soles Oro Peruanos (tal como se define en la Sección 7.2) de bienes y servicios necesarios para el Proyecto.

#### SECCION 3.2. Recursos Aportados por el "restatario para el Proyecto.

(a) El Perú conviene en suministrar o hacer que se suministre al Proyecto, todos los fondos, además de los del Préstamo y la Donación, y todos los recursos necesarios para llevar a cabo el Proyecto en forma eficaz y oportuna.

(b) Los recursos suministrados por el Perú para el Proyecto no podrán ser menores que el equivalente de Dos Millones Setecientos Mil U.S. Dólares (US\$2,700,000), incluyendo los costos originados en base a prestaciones "en especies".

#### SECCION 3.3. Fecha de Terminación de Asistencia del Proyecto.

(a) La Fecha de Terminación de Asistencia del Proyecto ("FTAP"), que es el 20 de

lend Peru under the terms of this Agreement an amount not to exceed Three Million U.S. Dollars (US\$3,000,000) ("Loan"). The aggregate amount of disbursements under the Loan is referred to as "Principal". The Loan and the Grant together are referred to as the "Assistance." All references to Grant-financing and Loan-financing in this Agreement and its Annexes are subject to the conditions in Section 2.2.

The Assistance may be used to finance U.S. Dollar costs (as defined in Section 7.1) and Peruvian Soles Oro costs (as defined in Section 7.2) of goods and services required for the Project.

#### SECTION 3.2. Peruvian Resources for the Project.

(a) Peru agrees to provide or cause to be provided for the Project all funds, in addition to the Loan and Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Peru for the Project will be not less than the equivalent of Two Million Seven Hundred Thousand U.S. Dollars (US\$2,700,000), including costs borne on an "in kind" basis.

#### SECTION 3.3. Project Assistance Completion Date.

(a) The Project Assistance Completion Date ("PACD") which is July 20, 1986, or such

julio de 1986, o cualquier otra fecha que las Partes convengan por escrito, es la fecha en la cual las Partes estiman que todos los servicios y bienes financiados bajo el Préstamo y la Donación habrán sido realizados, y todos los bienes financiados bajo el Préstamo y la Donación habrán sido suministrados para el Proyecto tal como se contempla en este Convenio.

(b) A menos que A.I.D. conviniese en otra forma por escrito, A.I.D. no emitirá o aprobará documentación que autorice desembolsos del Préstamo o la Donación por servicios realizados después de la FTAP o por bienes suministrados al Proyecto, tal como se contempla en este Convenio, después de la FTAP.

(c) Las solicitudes de desembolso, acompañadas de la documentación sustentatoria necesaria prescrita en las Cartas de Ejecución del Proyecto, deberán ser recibidas por A.I.D. o cualquier banco descrito en la Sección 8.1, a más tardar nueve (9) meses después de la FTAP, en otro período convenido por A.I.D. por escrito. Después de este período, A.I.D., dando aviso por escrito al Perú puede, en cualquier momento, reducir en su totalidad o en parte el monto del Préstamo o la Donación por el cual no ha recibido las correspondientes solicitudes de desembolso acompañadas de la documentación sustentatoria necesaria requerida en las Cartas de Ejecución del Proyecto con anterioridad a la fecha de expiración de dicho período.

#### ARTICULO 4: TERMINOS DEL PRESTAMO

SECCION 4.1. Interés. El Perú pagará a A.I.D. intereses que se devengarán a la tasa del dos por ciento (2%) anual durante los diez (10) años siguientes a partir de la fecha del primer desembolso

other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Loan and Grant will have been performed and all goods financed under the Loan and Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement under the Loan or the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 8.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to Peru, may at any time or times reduce the amount of the Loan or Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

#### ARTICLE 4: LOAN TERMS

SECTION 4.1. Interest. Peru will pay to A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten (10) years following the date of the first disbursement of the Loan hereunder and at

el Préstamo y a la tasa del tres por ciento (3%) anual de ahí en adelante sobre el saldo adeudado del Capital y sobre todo interés vencido y pendiente de pago. El interés sobre el saldo adeudado del Capital se devengará desde la fecha (según se define en la Sección 8.5) de cada desembolso respectivo del Préstamo y se pagará semestralmente. El primer pago del interés vencerá y será pagadero a más tardar seis (6) meses después del primer desembolso del Préstamo, en una fecha que será especificada por A.I.D.

**SECCION 4.2. Amortización del Préstamo.** El Perú amortizará el Capital a A.I.D. dentro de los veinticinco (25) años computables a partir de la fecha del primer desembolso del Préstamo en treinta y un (31) cuotas semestrales aproximadamente iguales de Capital e intereses. La primera cuota del Capital será pagadera nueve y medio (9 1/2) años después de la fecha en la cual vence el primer pago de intereses de acuerdo a la Sección 4.1. A.I.D. proporcionará al Perú un plan de amortización de acuerdo con la presente Sección, después del desembolso final bajo el Préstamo.

**SECCION 4.3. Aplicación, Moneda y Lugar de Pago.** Todos los pagos de intereses y Capital del Préstamo deberán ser efectuados en U.S. Dólares y serán aplicados primero al pago de los intereses adeudados y después a la amortización del Capital. A menos que A.I.D. especifique de otra manera por escrito, todos estos pagos deberán ser efectuados al Contralor, Oficina de Administración Financiera, Agencia para el Desarrollo Internacional, Washington, D.C. 20523, U.S.A., y se considerarán efectuados a su recepción en la Oficina de Administración Financiera.

the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding principal balance will accrue from the date (as defined in Section 8.5) of each respective disbursement of the Loan, and will be payable semiannually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement of the Loan, on a date to be specified by A.I.D.

**SECTION 4.2. Repayment.** Peru will repay the Principal to A.I.D. within twenty-five (25) years from the date of the first disbursement of the Loan in thirty-one (31) approximately equal semi-annual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9 1/2) years after the date on which the first interest payment is due in accordance with Section 4.1. A.I.D. will provide Peru with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

**SECTION 4.3. Application, Currency and Place of Payment.** All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A. and will be deemed made when received by the Office of Financial Management.

**CCION 4.4. Pago Adelantado.** Al pago de todos los intereses y reintegros entonces vencidos, el Perú puede pagar por adelantado, sin ningún otro cargo, todo o parte del Capital. A menos que A.I.D. conviniese de otra forma por escrito, dichos pagos adelantados serán aplicados a las cuotas de Capital en orden inverso a su vencimiento

**SECTION 4.4. Prepayment.** Upon payment of all interest and any refunds then due, Peru may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

**SECCION 4.5. Renegociación de los Términos del Préstamo.**

(a) El Perú y A.I.D. acuerdan en negociar, en todo tiempo en que cualquiera de las Partes pudiera requerir, una aceleración de la amortización del Préstamo, en el caso de que hubiese una mejora significativa y continuada de las perspectivas y posición financieras y económicas externas e internas del Perú que le permitan pagar el Capital y los intereses en un plazo más corto.

(b) Cualquier pedido de cualquiera de las Partes a la otra de así negociar, se hará de acuerdo a la Sección 9.1 y dará el nombre y dirección de la persona o personas que representarán a la Parte solicitante en dicha negociación.

(c) Dentro de los treinta (30) días después de la entrega de la solicitud de negociación, la Parte requerida comunicará a la otra, de acuerdo a la Sección 9.1, el nombre y dirección de la persona o personas que la representarán en tales negociaciones.

(d) Los representantes de las Partes se reunirán para llevar a cabo las negociaciones a más tardar treinta (30) días después de la entrega de la comunicación de la Parte requerida conforme a la subsección (c). Las negociaciones se llevarán a cabo en el

**SECTION 4.5. Renegotiation of Terms.**

(a) Peru and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of Peru, which enable Peru to repay the Loan on a shorter schedule.

(b) Any request by either Party to the other to so negotiate will be made pursuant to section 9.1 and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 9.1, the name and address of the person or persons who will represent the requesting Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under sub-section (c). The negotiations will take place at a location mutually agreed upon by the representatives of the Parties,

lugar que se convenga mutuamente por los representantes de las Partes, salvo que en ausencia de un convenio mutuo, las negociaciones tendrán lugar en el Ministerio de Economía, Finanzas y Comercio (MEFC) Lima, Perú.

provided that, in the absence of mutual agreement, the negotiations will take place at the Office of the Ministry of Economy, Finance and Commerce (MEFC) in Lima, Peru.

SECCION 4.6. Terminación luego del Pago Total. Al pagarse completamente el Capital y todos los intereses devengados, este Convenio y todas las obligaciones del Perú y A.I.D. relacionadas con las disposiciones de este Convenio fenecerán, con excepción de cualesquier obligaciones originadas por gastos de los fondos de la Donación.

SECTION 4.6. Termination on Full Payment. Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Parties hereunder will terminate, except with respect to any obligations arising out of the expenditure of Grant funds.

ARTICULO 5: CONDICIONES PREVIAS  
AL DESEMBOOLSO

SECCION 5.1. Primer Desembolso (Préstamo y Donación). Con anterioridad al primer desembolso del Préstamo o de la Donación, o a la emisión por parte de A.I.D. de la documentación conforme a la cual se efectuará el desembolso, el Perú deberá, excepto que A.I.D. conviniera de diferente modo por escrito, proporcionar a A.I.D. en la forma y sustancia que sean satisfactorias a A.I.D.:

(a) Un dictamen emitido por el Director General de la Dirección General de Asesoría Jurídica del Ministerio de Economía, Finanzas y Comercio, u otro asesor legal aceptable a A.I.D., en el sentido de que este Convenio ha sido debidamente autorizado y/o ratificado por el Perú y celebrado en su nombre y que constituye una obligación válida y legalmente exigible del Perú en conformidad con todos sus términos; y

(b) Una declaración del nombre de la persona que representa al Perú y desempeña el cargo que se especifica en

ARTICLE 5: CONDITIONS PRECEDENT  
TO DISBURSEMENT

SECTION 5.1. Initial Disbursement (Loan and Grant). Prior to the first disbursement under the Loan or Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, Peru will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A legal opinion of the Director General of the General Department of Legal Counsel of the Ministry of Economy, Finance and Commerce, or other counsel acceptable to A.I.D. to the effect that this Agreement has been duly authorized and/or ratified by, and executed on behalf of Peru, and that it constitutes a valid and legally binding obligation of Peru in accordance with all of its terms; and

(b) A statement of the name of the person holding or acting in the office of Peru specified in Section 9.2 and of any

la Sección 9.2 y de cualquier representante adicional, junto con el facsímil de la firma de cada persona especificada en dicha declaración.

**SECCION 5.2. Notificación.** Cuando la A.I.D. haya determinado que las condiciones previas especificadas en las Sección 5.1 hayan sido cumplidas, se notificará al Perú con prontitud.

**SECCION 5.3. Plazos para las Condiciones Previas.** Si todas las condiciones especificadas en la Sección 5.1 no se cumplieran dentro de los noventa (90) días a partir de la fecha de este Convenio o en una fecha posterior que A.I.D. conviniera por escrito, A.I.D. puede, según su criterio, terminar este Convenio mediante aviso por escrito al Perú.

#### ARTICULO 6: COMPROMISOS ESPECIALES

**SECCION 6.1. Evaluación del Proyecto.** Las Partes acuerdan en establecer un programa de evaluación como parte del Proyecto. A menos que las Partes acuerden de otro modo por escrito, el programa incluirá, durante la implementación del Proyecto y en una o más fechas de ahí en adelante: (a) la evaluación del progreso hacia el logro de los objetivos del Proyecto, (b) identificación y evaluación de las áreas problemáticas o apremiantes que puedan impedir dicho logro, (c) diagnóstico de la forma en que tal información puede ser utilizada para ayudar a solucionar tales problemas, y (d) evaluación, hasta el grado que sea factible, del impacto del Proyecto en el desarrollo general del área.

**SECCION 6.2. Otras Estipulaciones.** Perú acuerda que, excepto que A.I.D. conviniera de otra forma por escrito:

additional representatives, together with a specimen signature of each person specified in such statement.

**SECTION 5.2. Notification.** When A.I.D. has determined that the conditions precedent specified in Section 5.1 have been met, it will promptly notify Peru.

**SECTION 5.3. Terminal Dates for Conditions Precedent.** If all the conditions specified in Section 5.1 have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Peru.

#### ARTICLE 6: SPECIAL COVENANTS

**SECTION 6.1. Project Evaluation.** The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter: (a) evaluation of progress toward attainment of the objectives of the Project; (b) identification and evaluation of problem areas or constraints which may inhibit such attainment; (c) assessment of how such information may be used to help overcome such problems; and (d) evaluation, to the degree feasible, of the overall development impact of the Project.

**SECTION 6.2. Other Covenants.** Peru covenants that, except as A.I.D. may otherwise agree in writing:

(a) El Perú desarrollará y proporcionará a A.I.D. para su aprobación los criterios para financiamiento que se usarán en la selección de los subproyectos relacionados con desastres;

(b) El Perú mantendrá registros y cuentas separadas, que sean satisfactorias a A.I.D., para los subproyectos y actividades financiados por A.I.D.;

(c) El Perú proporcionará el personal adecuado y los fondos necesarios para el funcionamiento de la unidad central de coordinación; y

(d) La utilización y arreglos con respecto a los Soles Oro Peruanos generados bajo los Convenios P.L. 480 Título I y Título II de asistencia para desastres serán en conformidad con el Anexo 1 de este Convenio y satisfactorios A.I.D.

(a) Peru will develop and provide to A.I.D. for approval the criteria to be used by Peru in selecting disaster-related subprojects for financing;

(b) Peru will maintain separate records and accounts of A.I.D. financed subprojects and activities satisfactory to A.I.D.;

(c) Peru will provide adequate personnel and funds for the functioning of the central coordinating unit; and

(d) The utilization of and arrangements with respect to Peruvian Soles Oro generated under P.L. 480 Title I and Title II Agreements for disaster assistance will be consistent with Annex 1 of the Agreement and satisfactory to A.I.D.

SECCION 6.3. Gastos Previos al Convenio. No obstante alguna estipulación en sentido contrario, los fondos de A.I.D. para el Proyecto pueden ser usados para financiar los costos elegibles del Proyecto relacionados con la ayuda de emergencia y actividades de rehabilitación, subproyectos relacionados con desastres y otros gastos del Proyecto incurridos el 17 de junio de 1983, o en una fecha posterior.

ARTICULO 7: FUENTES DE ADQUISICION

SECCION 7.1. Costos en U.S. Dólares (Préstamo y Donación). Los desembolsos del Préstamo y la Donación de acuerdo a la Sección 8.1 para los costos en U.S.

SECTION 6.3. Pre-Agreement Costs. Notwithstanding any provision herein to the contrary, A.I.D. Project funds may be used to finance eligible Project costs related to emergency relief and rehabilitation activities, disaster-related subprojects and other Project costs incurred on or after June 17, 1983.

ARTICLE 7: PROCUREMENT SOURCE

SECTION 7.1. U.S. Dollar Costs (Loan and Grant). Disbursements under the Loan and the Grant pursuant to Section 8.1 for U.S. Dollar Costs ("U.S. Dollar Costs") will be

Dolares ("Costos en U.S. Dólares") serán utilizados exclusivamente para financiar los costos de bienes y servicios necesarios para el Proyecto, que tengan su fuente, origen y nacionalidad, para bienes y servicios financiados por el Préstamo en países incluidos en el Código Geográfico 941 de A.I.D. y para bienes y servicios financiados por la Donación en el Código 000 de A.I.D. en vigencia al tiempo de hacerse los pedidos o de suscribirse los contratos para tales bienes y servicios ("Costos en U.S. Dólares") excepto que A.I.D. conviniera de otra forma por escrito y excepto lo previsto en el Anexo 2 (Anexo de Estipulaciones Standard para el Convenio de Proyecto Combinado de Préstamo y Donación) Sección C.1 (b), con respecto al seguro marítimo. Los costos de transporte marítimo serán financiados bajo el Préstamo solamente para embarcaciones con bandera de registro del Perú o países incluidos en el Código 941, excepto que A.I.D. conviniera de otra forma por escrito. Los costos de transporte marítimo se financiarán bajo la Donación solamente en barcos con bandera de registro de los Estados Unidos, excepto que A.I.D. conviniera de otra forma por escrito.

**SECCION 7.2. Costos en Soles Oro Peruanos (Préstamo y Donación).** Los desembolsos del Préstamo y la Donación, de acuerdo a la Sección 8.2, serán utilizados exclusivamente para financiar los costos de bienes y servicios necesarios para el Proyecto que tengan su nacionalidad, fuente y, excepto que A.I.D. conviniera en otra forma por escrito, su origen en el Perú ("Costos en Soles Oro Peruanos").

used exclusively to finance the costs of goods and services required for the Project having their source, origin and nationality for Loan-financed goods and services in countries included in Code 941 and for Grant-financed goods and services in Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods and services, except as A.I.D. may otherwise agree in writing, and except as provided in Annex 2 (Combined Loan and Grant Project Agreement Standard Provisions Annex) Section C.1(b) with respect to marine insurance. Ocean transportation costs will be financed under the Loan only on vessels under flag registry of Peru or countries included in A.I.D. Geographic Code 941, except as A.I.D. may otherwise agree in writing. Ocean transportation costs will be financed under the Grant only on vessels under flag registry of the United States, except as A.I.D. may otherwise agree in writing.

**SECTION 7.2. Peruvian Soles Oro Costs (Loan and Grant).** Disbursements under the Loan and the Grant pursuant to Section 8.2, will be used exclusively to finance the costs of goods and services required for the Project having their nationality, source and, except as A.I.D. may otherwise agree in writing, their origin in Peru ("Soles Oro Costs").

ARTICULO 8. DESEMBOLSOSSECCION 8.1. Desembolsos para los Costos en U.S. Dólares.

(a) Despues del cumplimiento de las condiciones previas, el Perú puede obtener desembolso de fondos del Préstamo para costos en U.S. Dólares de bienes, o servicios requeridos para el Proyecto de acuerdo con los términos de este Convenio, por medio de uno de los siguientes métodos que se convinieran de mutuo acuerdo:

(1) presentando a A.I.D., junto con la documentación sustentatoria necesaria estipulada en las Cartas de Ejecución del Proyecto, solicitudes de reembolso por dichos bienes y servicios, o solicitudes para que A.I.D. obtenga artículos y servicios por cuenta del Perú para el Proyecto; o

(2) solicitando a A.I.D. que emita Cartas de Compromiso por montos específicos: (A) a uno o más bancos de los Estados Unidos, aceptables a A.I.D., comprometiéndose A.I.D. a reembolsar a dicho banco o bancos por pagos hechos por ellos a los contratistas o proveedores bajo Carta de Crédito o en otra forma, por tales bienes y servicios, o (B) directamente a uno o más contratistas o proveedores, comprometiéndose A.I.D. a pagar a dichos contratistas o proveedores, mediante Cartas de Crédito o en otra forma, por tales bienes o servicios.

(b) Los gastos bancarios, incurridos por el Perú en conexión con las Cartas de Compromiso y las Cartas de Crédito, serán financiados por el Préstamo y la Donación a menos que el Perú de instrucciones a A.I.D. anticipadamente de lo contrario. Otros gastos que las Partes puedan acordar, pueden también ser financiados bajo el Préstamo y la Donación.

ARTICLE 8: DISBURSEMENTSSECTION 8.1. Disbursements for U.S. Dollar Costs.

(a) After satisfaction of conditions precedent, Peru may obtain disbursement of funds under the Loan and the Grant for the U.S. Dollar Costs of goods or services required for the Project in accordance with the terms of the Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D. with necessary supporting documentation as prescribed in Project Implementation Letters, requests for reimbursement for such goods and services, or requests for A.I.D. to procure commodities or services on behalf of Peru for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letter of Credit or otherwise, for such goods or services, or directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers, through Letters of Credit or otherwise, for such goods or services.

(b) Banking charges incurred by Peru in connection with Letters of Commitment and Letters of Credit will be financed under the Loan and the Grant unless Peru instructs A.I.D. in advance to the contrary. Such other charges as the Parties may agree to may also be financed under the Loan and the Grant.

ECCION 8.2. Desembolsos para los Costos en Soles Oro Peruanos.

(a) Despues del cumplimiento de las condiciones previas, el Perú puede obtener desembolso de fondos del Préstamo y la Donación para los Costos en Soles Oro Peruanos requeridos por el Proyecto, de acuerdo con los términos de este Convenio, presentando a A.I.D. la documentación sustentatoria necesaria prescrita en las Cartas de Ejecución del Proyecto, solicitudes para financiar dichos costos.

(b) Los Soles Oro Peruanos necesarios para tales desembolsos pueden ser obtenidos:

(1) por A.I.D. mediante la compra con U.S. Dólares de los Soles Oro Peruanos que posee el Gobierno de los Estados Unidos, o

(2) por A.I.D. solicitando al Perú la disponibilidad de moneda local para cubrir tales costos y, poniendo a disposición del Perú a través de la apertura o emmienda por A.I.D. de una Carta de Crédito Especial a favor del Perú o de su representante, una cantidad de U.S. Dólares equivalente al monto de Soles Peruanos aportado por el Perú, los cuales serán utilizados para adquisiciones de los Estados Unidos bajo procedimientos apropiados descritos en Cartas de Ejecución del Proyecto.

El equivalente en U.S. Dólares de los Soles Oro Peruanos puestos a disposición en virtud de este convenio será, en el caso de la subsección (b) (1) anterior, el monto en U.S. Dólares requeridos por A.I.D. para obtener los Soles Oro Peruanos de acuerdo con las disposiciones de la Sección 8.4, y en el caso de la subsección (b) (2), la cantidad calculada a la tasa de cambio especificada en el

SECTION 8.2. Disbursement for Peruvian Soles Oro Costs.

(a) After satisfaction of conditions precedent, Peru may obtain disbursement of funds under the Loan and the Grant for Peruvian Soles Oro Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The Peruvian Soles Oro needed for such disbursement hereunder may be obtained:

(1) by acquisition by A.I.D. with U.S. Dollars by purchase or from Peruvian Soles Oro already owned by the U.S. Government; or

(2) by A.I.D. requesting Peru to make available the Peruvian Soles Oro for such costs, and thereafter making available to Peru through the opening or amendment by A.I.D. of Special Letters of Credit in favor of Peru or its designee, an amount of U.S. Dollars equivalent to the amount of Peruvian Soles Oro made available by Peru, which dollars will be utilized for procurement from the United States under appropriate procedures described in Project Implementation Letters.

The U.S. Dollar equivalent of the Peruvian Soles Oro made available hereunder will be, in the case of subsection (b) (1) above, the amount of U.S. Dollars required by A.I.D. to obtain the Peruvian Soles Oro in accordance with the provisions of Section 8.4., and, in the case of subsection (b) (2) above, an amount calculated at the rate of exchange specified in the applicable Special Letter of Credit Implementation

Memorandum de Ejecución de la Carta de Crédito Especial en la fecha de la apertura o enmienda de la Carta de Crédito Especial.

**SECCION 8.3. Otras Formas de Desembolsos.** Los desembolsos del Préstamo y de la Donación pueden también hacerse a través de otros medios legales que las Partes convengan por escrito.

**SECCION 8.4. Tipo de Cambio.** Excepto en el caso de que se estipule más específicamente en la Sección 8.2, si los fondos provistos por el Préstamo son introducidos al Perú por A.I.D. o cualquier entidad pública o privada con el objeto de llevar a cabo obligaciones de A.I.D. bajo este Convenio, el Perú hará los arreglos que sean necesarios a fin de que tales fondos puedan ser convertidos en Soles Oro Peruanos a la tasa más alta de cambio que, al tiempo de su conversión, no sea ilegal en el Perú.

**SECCION 8.5. Fecha de los Desembolsos.** Se considerará que A.I.D. ha efectuado los desembolsos: (a) en la fecha en que A.I.D. haga los desembolsos al Perú o a su delegado, o a un banco, contratista o proveedor en conformidad a una Carta de Compromiso contrato u orden de compra; (b) en la fecha en que A.I.D. desembolse al Perú o a su delegado, los Oro Soles Peruanos adquiridos de acuerdo con la Sección 8.2. (b)(1); o (c) en el caso de desembolsos de acuerdo a la Sección 8.2. (b)(2), en la fecha en que A.I.D. apertura o enmienda la Carta Especial de Crédito.

#### ARTICULO 9. MISCELANEOS

**SECCION 9.1. Comunicaciones.** Cualquier aviso, solicitud, documento u otra comunicación dada, hecha o enviada por

Memorandum hereunder as of the date of the opening or amendment of the applicable Special Letter of Credit.

**SECTION 8.3. Other Forms of Disbursement.** Disbursements of the Loan and the Grant may also be made through such other legal means as the Parties may agree to in writing.

**SECTION 8.4. Rate of Exchange.** Except as may be more specifically provided under Section 8.2, if funds provided under the Loan and the Grant are introduced into Peru by A.I.D. or any public or private entity for purposes of carrying out obligations of A.I.D. hereunder, Peru will make such arrangements as may be necessary so that such funds may be converted into Peruvian Soles Oro at the highest rate of exchange which, at the time the conversion is made, is not unlawful in Peru.

**SECTION 8.5. Date of Disbursement.** Disbursements by A.I.D. will be deemed to occur (a) on the date on which A.I.D. makes a disbursement to Peru or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment, contract, or purchase order; (b) on the date on which A.I.D. disburses to Peru or its designee Peruvian Soles Oro acquired in accordance with Section 8.2 (b)(1), or (c) if the Soles Oro is obtained in accordance with Section 8.2 (b)(2), on the date on which A.I.D. opens or amends the Special Letter of Credit there referred to.

#### ARTICLE 9: MISCELLANEOUS

**SECTION 9.1. Communications.** Any notice, request, document or other communication submitted by either Party to the other

cualquier Parte a la otra en relación con el presente Convenio, deberá ser por escrito o por telegrama o cable, y se considerará como debidamente dada o enviada a la otra Parte a la siguiente dirección.

under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address.

Al Perú:

Dirección Postal  
Ministerio de Economía,  
Finanzas y Comercio  
Lima, Peru

To Peru:

Mail Address:  
Ministry of Economy,  
Finance and Commerce  
Lima, Peru

Dirección Cablegráfica  
MINECONOMIA  
Lima, Peru

Cable Address:  
MINECONOMIA  
Lima, Peru

con copia a la  
Dirección General de  
Crédito Público

with copy to  
General Directorate of  
Public Credit

A la A.I.D.:

Dirección Postal:  
Misión Económica de los  
Estados Unidos en el Perú  
a/c Embajada de los Estados  
Unidos  
Lima, Perú

To A.I.D.:

Mail Address:  
United States A.I.D.  
Mission to Peru  
c/o United States Embassy  
Lima, Peru

Dirección Cablegráfica:  
USAID, AMEMBASSY  
Lima, Peru

Cable Address:  
USAID, AMEMBASSY  
Lima, Peru

Todas estas comunicaciones serán en Inglés, a menos que las Partes convengan lo contrario por escrito. Otras direcciones pueden substituir a las arriba especificadas previo aviso por escrito.

All such communications will be in English unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of prior notice.

**SECCION 9.2. Representantes.** Para todos los propósitos relativos a este Convenio, el Perú estará representado por la persona que desempeñe, titular o interinamente el cargo de Director General de Crédito Público y A.I.D. estará representada por la persona que desempeñe, titular o interinamente, el cargo de Director de la Misión, quienes podrán designar representantes adicionales mediante aviso por escrito, para cualquier propósito, excepto el de ejercer la facultad de la Sección 2.1, de revisar elementos de la descripción ampliada en el Anexo 1. Los nombres de los representantes del Perú con facsímiles de sus firmas, serán proporcionados a A.I.D., que puede aceptar como debidamente autorizado cualquier instrumento firmado por tales representantes en la ejecución de este Convenio hasta recibir notificación escrita de revocación de sus poderes.

**SECCION 9.3 Anexo de Estipulaciones Standard.** Se adjunta a este Convenio y forma parte del mismo un "Anexo de Estipulaciones Standard para el Convenio de Proyecto Combinado de Préstamo y Donación" (Anexo 2).

**SECCION 9.4. Idioma del Convenio.** El presente Convenio ha sido preparado en dos versiones, Inglés y Español. En caso que existiera ambigüedad o conflicto entre las mismas, la versión en Inglés prevalecerá.

EN TESTIMONIO DE LO CUAL, la República del Perú y los Estados Unidos de América, actuando cada cual por medio de su

**SECTION 9.2. Representatives.** For all purposes relevant to this Agreement, Peru will be represented by the individual holding or acting in the office of the Director General of Public Credit and A.I.D. will be represented by the individual holding or acting in the office of Mission Director, each of whom, by written notice may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of Peru with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

**SECTION 9.3. Standard Provisions Annex.** "Combined Loan and Grant Project Agreement Standard Provisions Annex" (Annex 2)[<sup>1</sup>] is attached to and forms part of this Agreement.

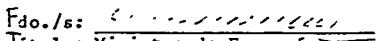
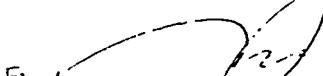
**SECTION 9.4. Language of Agreement.** This Agreement is prepared in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English language version will control.

IN WITNESS WHEREOF, the Republic of Peru and the United States of America, each acting through its duly authorized

<sup>1</sup> Not printed. Available from the Office of Treaty Affairs, Department of State.

respetivo representante debidamente autorizado, han suscrito el presente Convenio en sus nombres y lo han otorgado en el día y el año mencionados en el encabezamiento.

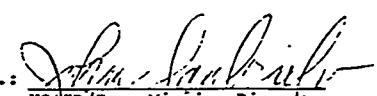
REPUBLICA DEL PERU  
REPUBLIC OF PERU

Fdo./s:  [1]  
 Título: Ministro de Economía,  
Finanzas y Comercio  
 Title: Minister of Economy,  
Finance and Commerce  
 [2]  
 Fdo./s:  [2]  
 Título: Jefe, Instituto Nacional  
de Desarrollo  
 Title: Chief, National Development  
Institute

representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

UNITED STATES OF AMERICA  
ESTADOS UNIDOS DE AMERICA

s/fdo.:  [3]  
 Title: Ambassador, United States  
of America  
 Título: Embajador, Estados  
Unidos de America

s/fdo.:  [4]  
 Title: USAID/Peru Mission Director  
 Título: Director, USAID/Peru

<sup>1</sup> Carlos A. Rodriguez Pastor.  
<sup>2</sup> Juan de Madalenoitia.  
<sup>3</sup> Frank V. Ortiz.  
<sup>4</sup> John Sanbrailo.

## [AMENDING AGREEMENTS]

ENMIENDA NO. UNO  
AMENDMENT NO. ONE

A  
TO

CONVENIO DE PROYECTO  
PROJECT AGREEMENT

ENTRE  
BETWEEN

LA REPUBLICA DEL PERU  
THE REPUBLIC OF PERU

Y  
AND

LOS ESTADOS UNIDOS DE AMERICA  
THE UNITED STATES OF AMERICA

PARA  
FOR

PROYECTO DE AYUDA PARA DESASTRES Y REHABILITACION  
DISASTER RELIEF AND REHABILITATION PROJECT

Préstamo A.I.D. No. 527-W-082  
A.I.D. Loan No. 527-W-082

Proyecto A.I.D. No. 527-0277  
A.I.D. Project No. 527-0277

Fecha: Setiembre 30, 1983  
Date: September 30, 1983

ENMIENDA NO. UNO, de fecha 30 de setiembre de 1983, entre los Estados Unidos de América, representado por la Agencia para el Desarrollo Internacional ("A.I.D.") y la República del Perú ("Perú");

POR CUANTO, el Perú y la A.I.D. celebraron un Convenio de Proyecto el 20 de julio de 1983 (el "Convenio") para el Proyecto de Ayuda para Desastres y Rehabilitación (el "Proyecto"); y

POR CUANTO, A.I.D. ha acordado prestar al Perú la cantidad de Tres Millones de Dólares de los Estados Unidos (US\$3,000,000) bajo los términos del Convenio; y

POR CUANTO, A.I.D. ha acordado donar también al Perú la cantidad de Un Millón de Dólares de los Estados Unidos (US\$1,000,000) bajo los términos del Convenio; y

POR CUANTO, el Perú y la A.I.D. desean enmendar el Convenio para incrementar los fondos de donación en Seis Millones Trecientos Un Mil Dólares de los Estados Unidos (US\$6,301,000) siendo el total de la contribución en donación de la A.I.D. de Siete Millones Trecientos Un Mil Dólares de los Estados Unidos (US\$7,301,000).

POR LO TANTO, las Partes acuerdan que el Convenio sea enmendado como sigue:

1. La Sección 2.2(a) del Convenio es enmendada como sigue:

"SECCION 2.2. Naturaleza Creciente de la Donación y el Préstamo.

(a) La contribución de la A.I.D. a la porción del Proyecto financiada con la donación será provista en cuotas, la

AMENDMENT No. ONE, dated September 30, 1983, between the United States of America, acting through the Agency for International Development ("A.I.D.") and the Republic of Peru ("Peru");

WHEREAS, Peru and A.I.D. entered into a Project Agreement dated July 20, 1983 (the "Agreement") for the Disaster Relief and Rehabilitation Project (the "Project"); and

WHEREAS, A.I.D. has agreed to lend Peru the amount of Three Million United States Dollars (US\$3,000,000) under the terms of the Agreement; and

WHEREAS, A.I.D. has also agreed to grant Peru the amount of One Million United States Dollars (US\$1,000,000) under the terms of the Agreement; and

WHEREAS, Peru and A.I.D. desire to amend the Agreement to increase the amount of grant funding by Six Million Three Hundred One Thousand United States Dollars (US\$6,301,000) bringing the total A.I.D. grant contribution to Seven Million Three Hundred One Thousand United States Dollars (US\$7,301,000).

NOW THEREFORE, the Parties hereto hereby agree that the Agreement shall be amended as follows:

1. Section 2.2(a) of the Agreement is amended to read, as follows:

"SECTION 2.2. Incremental Nature of the Grant and Loan.

(a) A.I.D.'s contribution to the Grant-financed portion of the Project will be provided in increments, the

mera de las cuales por un monto de US\$1,000,000 ha sido puesta a disposición de conformidad con la Sección 3.1 del Convenio de Proyecto, y la segunda cuota por un monto de US\$6,301,000 está siendo disponible de acuerdo con la Sección 3.1 enmendada en la Enmienda No. Uno al Convenio de Proyecto."

2. La Sección 3.1 del Convenio es enmendada como sigue:

"SECCION 3.1. El Préstamo y la Donación. Para asistir al Perú a cubrir los costos para llevar a cabo el Proyecto, A.I.D. de conformidad con la Ley de Ayuda Extranjera de 1961 y sus enmiendas, conviene en donar al Perú bajo los términos de este Convenio, una cantidad que no exceda de Seis Millones Trescientos Un Mil Dólares de los Estados Unidos (US\$6,301,000) que suplementan el US\$1,000,000 previamente donado, ascendiendo el total donado a la suma a la cantidad de US\$7,301,000 (la "donación") y acuerda en prestar al Perú bajo los términos de este Convenio una cantidad que no excede de Tres Millones de Dólares de los Estados Unidos (US\$3,000,000) (el "Préstamo"). El monto total de desembolsos bajo el Préstamo se denomina "Capital". El Préstamo y la Donación juntos se denominan la "Asistencia". Toda referencia al financiamiento con la Donación y el Préstamo en este Convenio y sus Anexos, está sujeta a las condiciones de la Sección 2.2. La Asistencia puede ser utilizada para financiar costos en U.S. Dólares (tal como se define para ambos en la Sección 7.1) y costos en Soles Oro Peruanos (tal como se define en la Sección 7.2) de bienes y servicios necesarios para el Proyecto."

3. La Sección 3.2(b) del Convenio es enmendada como sigue:

initial one in the amount of US\$1,000,000 having been made available in accordance with Section 3.1 of the Project Agreement, and the second one in the amount of US\$6,301,000 being made available in accordance with amended Section 3.1 in Amendment No. One to the Project Agreement."

2. Section 3.1 of the Agreement is amended to read as follows:

"SECTION 3.1. The Loan and Grant. To assist Peru to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant Peru under the terms of this Agreement an amount not to exceed Six Million Three Hundred One Thousand United States Dollars (US\$6,301,000) that supplements US\$1,000,000 previously granted for a total cumulative amount granted to date of US\$7,301,000 ("Grant") and agrees to lend Peru under the terms of this Agreement an amount not to exceed Three Million United States Dollars (US\$3,000,000) ("Loan"). The aggregate amount of disbursements under the Loan is referred to as "Principal". The Loan and the Grant together are referred to as the "Assistance". All references to Grant-financing and Loan-financing in this Agreement and its Annexes are subject to the conditions in Section 2.2. The Assistance may be used to finance U.S. Dollar costs (as defined in Section 7.1) and Peruvian Soles Oro costs (as defined in Section 7.2) of goods and services required for the Project."

3. Section 3.2(b) of the Agreement is amended to read as follows:

b) Los recursos suministrados por el Perú para el Proyecto no serán menores que el equivalente de Tres Millones Ochocientos Mil Dólares de los Estados Unidos (US\$3,800,000), incluyendo los gastos originados en base a prestaciones en "especie"."

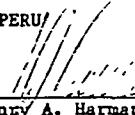
4. En la Sección B, Resultados del Proyecto, del Anexo 1, suprimir la cantidad de "\$4.2 millones" y substituirla por la siguiente "\$8.65 millones".

5. La Sección E, Plan Financiero del Anexo 1 del Convenio, es anulada y substituida por la siguiente Sección E revisada que se encuentra adjunta.

La presente Enmienda No. Uno del Convenio es suscrita sujeta a ratificación por el Gobierno del Perú mediante un Decreto Supremo. Excepto de lo expresamente enmendado o modificado así, el Convenio permanece en plena fuerza y vigencia.

EN FE DE LO CUAL, el Perú y los Estados Unidos de América, a través de sus respectivos representantes, debidamente autorizados para el efecto han suscrito esta Enmienda No. Uno en sus nombres el día y año que aparecen en la primera página.

REPUBLICA DEL PERU

Por:   
Henry A. Harman Guerra

Título: Director General de Crédito  
Público

"(b) The resources provided by Peru for the Project will be not less than the equivalent of Three Million Eight Hundred Thousand United States Dollars (US\$3,800,000), including costs borne on an "in kind" basis."

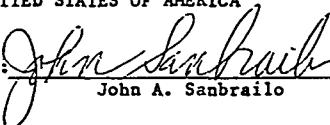
4. In Section B, Project Outputs, of Annex 1, delete the amount, "\$4.2 million" and substitute in lieu thereof, "\$8.65 million".

5. Section E, Financial Plan, of Annex 1 to the Agreement is hereby deleted, and the revised Section E attached hereto is substituted in lieu thereof.

This Amendment No. One to the Agreement is signed subject to ratification by the Government of Peru pursuant to a Supreme Decree. Except as expressly amended or modified herein, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, Peru and the United States of America, each acting through its respective duly authorized representatives have caused this Amendment No. One to be signed in their names and delivered as of the day and year first above written.

UNITED STATES OF AMERICA

By:   
John A. Sanbrailo

Title: Mission Director, USAID/Peru

Plan Financiero

En el Cuadro 1 se presenta un estimado de los fondos requeridos para el Proyecto de Ayuda y Rehabilitación de Desastres, y sus posibles usos. Se ha estimado en US\$15.101 millones el costo inicial del Proyecto, de los cuales US\$3.8 millones (25%) serán financiados por el Gobierno Peruano y US\$11.301 millones (75%) serán financiados por AID. A su vez, la contribución de la AID puede dividirse en US\$4.0 millones en fondos de Préstamo y US\$7.301 millones en fondos de Donación.

El Proyecto tendrá una duración de tres años. Los fondos del Préstamo servirán para financiar aquellas actividades tales como subproyectos de desastre y rehabilitación; apoyo operacional para la Oficina del Proyecto, IND, y las CDDs; y contratos con firmas consultoras locales para asesorar a las CDDs. Los fondos de Donación servirán para financiar la asistencia técnica a corto y largo plazo y contratos con firmas consultoras locales. Los fondos de contrapartida del Perú, servirán para financiar el apoyo operacional de la Oficina del Proyecto, IND, las CDDs, otras agencias ejecutoras, y para proyectos de ayuda en desastres y rehabilitación.

E. Financial Plan

Table 1 presents an estimate of the funding required for the Disaster Relief and Rehabilitation Project, and its intended uses. The initial cost of the Project is estimated at \$15.101 million, of which \$3.8 million (25 percent) will be financed by the GOP and \$11.301 million (75 percent) will be financed by AID. The AID contribution, in turn, can be broken down into \$4.0 million in loan funding and \$7.301 million dollars in grant funding.

The Project will have a total life of three years. Loan funding will finance such activities as disaster relief and rehabilitation subprojects; operational support for the Project Office, NDI, and the DDCs; and contracts with local consulting firms to assist the DCCs. Grant funding will finance long- and short-term technical assistance and contracts with local consulting firms. Peru's counterpart will finance operational support for the Project Office, NDI, DDCs, other implementing agencies, and for disaster relief and rehabilitation subprojects.

**Disaster Relief & Rehabilitation Project**  
**Summary Financial Plan (US\$000)**

<u>Component</u>	<u>A.I.D.</u>			<u>GDP</u> <u>GDP</u>	<u>Grand</u> <u>Total</u>
	<u>Grant</u>	<u>Loan</u>	<u>Total</u>		
I. <u>T.A. and Operational Support</u>					
A. Technical Assist.					
- short-term	420	-	420	-	420
- long-term	3,080	-	3,080	-	3,080
- Local Cons. Firms	500	1,000	1,500	-	1,500
B. <u>Operational Support</u>					
Personnel, Vehicles, Office Equip. & Others	-	950	950	500	1,450
II. <u>Disaster Relief and Rehabilitation</u>					
<u>Sub-projects</u>	<u>3,301</u>	<u>2,050</u>	<u>5,351</u>	<u>3,300</u>	<u>8,651</u>
<u>TOTAL</u>	<u>7,301</u>	<u>4,000</u>	<u>11,301</u>	<u>3,800</u>	<u>15,101</u>
	=====	=====	=====	=====	=====

**Proyecto de Ayuda para Desastres y Rehabilitacion**  
**Plan Financiero Sumario (US\$000)**

<u>Componente</u>	<u>A.I.D.</u>			<u>GDP</u> <u>GDP</u>	<u>Gran</u> <u>Total</u>
	<u>Donac.</u>	<u>Préstamo</u>	<u>Total</u>		
I. <u>A.T. Apoyo Operacional</u>					
A. Asistencia Técnica					
- A Corto Plazo	420	-	420	-	420
- A Largo Plazo	3,080	-	3,080	-	3,080
- Firmas Consultoras Locales	500	1,000	1,500	-	1,500
B. Apoyo Operacional Personal, Vehiculos, Equipo de Oficina & Otros	-	950	950	500	1,450
II. <u>Subproyectos de Ayuda para Desastres y Rehabilitación</u>					
	<u>3,301</u>	<u>2,050</u>	<u>5,351</u>	<u>3,300</u>	<u>7,651</u>
<u>TOTAL</u>	<u>7,301</u>	<u>4,000</u>	<u>11,301</u>	<u>3,800</u>	<u>15,101</u>
	=====	=====	=====	=====	=====

ENMIENDA No. DOS  
AMENDMENT No. TWO

A  
TO

CONVENIO DE PROYECTO  
PROJECT AGREEMENT

ENTRE  
BETWEEN

LA REPUBLICA DEL PERU  
THE REPUBLIC OF PERU

Y  
AND

LOS ESTADOS UNIDOS DE AMERICA  
THE UNITED STATES OF AMERICA

PARA  
FOR

PROYECTO DE AYUDA PARA DESASTRES, REHABILITACION Y RECONSTRUCCION  
DISASTER RELIEF, REHABILITATION AND RECONSTRUCTION PROJECT

Préstamo A.I.D. No. 527-W-082  
A.I.D. Loan No. 527-W-082

Proyecto A.I.D. No. 527-0277  
A.I.D. Project No. 527-0277

Fecha: Octubre 17, 1983  
Date: October 17, 1983

ENMIENDA NO. DOS, de fecha 17 de octubre de 1983, entre los Estados Unidos de América, representado por la Agencia para el Desarrollo Internacional ("A.I.D.") y la República del Perú ("Perú");

POR CUANTO, el Perú y la A.I.D. celebraron un Convenio de Proyecto el 20 de julio de 1983 para el Proyecto de Ayuda para Desastres y Rehabilitación (el "Proyecto");

POR CUANTO, el Perú y la A.I.D. celebraron la Enmienda No. Uno a dicho Convenio de Proyecto el 30 de setiembre de 1983 (según enmienda, el "Convenio");

POR CUANTO, A.I.D. ha acordado prestar al Perú la cantidad de Tres Millones de Dólares de los Estados Unidos (US\$3,000,000) bajo los términos del Convenio;

POR CUANTO, A.I.D. ha acordado donar también al Perú la cantidad de Siete Millones Trescientos Un Mil Dólares de los Estados Unidos (US\$7,301,000) bajo los términos del Convenio;

POR CUANTO, el Perú y la A.I.D. desean enmendar el Convenio para incrementar los fondos de préstamo en Veintitres Millones de Dólares de los Estados Unidos (US\$23,000,000) siendo el total de la contribución en préstamo de A.I.D. de Veintiseis Millones de Dólares de los Estados Unidos (US\$26,000,000);

POR CUANTO, el Perú y la A.I.D. desean enmendar también el Convenio para incrementar los fondos de donación en Cinco Millones Doscientos Mil Dólares de

AMENDMENT No. TWO, dated October 17, 1983, between the United States of America, acting through the Agency for International Development ("A.I.D.") and the Republic of Peru ("Peru");

WHEREAS, Peru and A.I.D. entered into a Project Agreement dated July 20, 1983 for the Disaster Relief and Rehabilitation Project (the "Project");

WHEREAS, Peru and A.I.D. entered into Amendment No. One dated September 30, 1983, to said Project Agreement (as amended, the "Agreement");

WHEREAS, A.I.D. has agreed to lend Peru the amount of Three Million United States Dollars (US\$3,000,000) under the terms of the Agreement;

WHEREAS, A.I.D. has also agreed to grant Peru the amount of Seven Million Three Hundred One Thousand United States Dollars (US\$7,301,000) under the terms of the Agreement;

WHEREAS, Peru and A.I.D. desire to amend the Agreement to increase the amount of loan funding by Twenty Three Million United States Dollars (US\$23,000,000) bringing the total A.I.D. loan contribution to Twenty Six Million United States Dollars (US\$26,000,000);

WHEREAS, Peru and A.I.D. also desire to amend the Agreement to increase the amount of grant funding by Five Million Two Hundred Thousand United States

Los Estados Unidos (US\$5,200,000) siendo el total de la contribución en donación de la A.I.D. de Doce Millones Quinientos Un Mil Dólares de los Estados Unidos (US\$12,501,000); y

Dollars (US\$5,200,000) bringing the total A.I.D. grant contribution to Twelve Million Five Hundred One Thousand United States Dollars (US\$12,501,000); and

POR CUANTO, el Perú y la A.I.D. desean enmendar nuevamente el Convenio cambiando el nombre del Proyecto.

WHEREAS, Peru and A.I.D. further desire to amend the Agreement by changing the name of the Project.

POR LO TANTO, las Partes acuerdan que el Convenio sea enmendado como sigue:

NOW THEREFORE, the Parties hereto hereby agree that the Agreement shall be amended as follows:

1. En la página del Convenio donde aparece el título del Proyecto, suprimir las palabras "Proyecto de Ayuda para Desastres y Rehabilitación" y substituirlas por las siguientes "Proyecto de Ayuda para Desastres, Rehabilitación y Reconstrucción".

1. On the title page of the Agreement, delete the words, "Disaster Relief and Rehabilitation Project" and substitute in lieu thereof, "Disaster Relief, Rehabilitation and Reconstruction Project".

2. La Sección 2.2 del Convenio es enmendada como sigue:

2. Section 2.2 of the Agreement is amended to read, as follows:

"SECCION 2.2. Naturaleza Creciente de la Donación y el Préstamo.

"SECTION 2.2. Incremental Nature of the Grant and Loan.

(a) La contribución de la A.I.D. a la porción del Proyecto financiada con la Donación será provista en cuotas, la primera de las cuales por un monto de US\$1,000,000 ha sido puesta a disposición de conformidad con la Sección 3.1 del Convenio de Proyecto, y la segunda cuota por un monto de US\$6,301,000 ha sido puesta a disposición de acuerdo con la Sección 3.1 enmiendada en la Enmienda No. Uno al Convenio de Proyecto. La tercera cuota por el monto de US\$5,200,000 está siendo disponible de conformidad con la Sección 3.1 enmiendada en la Enmienda No. Dos al Convenio de Proyecto. Las cuotas

(a) A.I.D.'s contribution to the Grant-financed portion of the Project will be provided in increments, the initial one in the amount of US\$1,000,000 having been made available in accordance with Section 3.1 of the Project Agreement, and the second one in the amount of US\$6,301,000 having been made available in accordance with amended Section 3.1 in Amendment No. One to the Project Agreement. The third increment in the amount of US\$5,200,000 is being made available in accordance with amended Section 3.1 in Amendment No. Two to the Project Agreement. Subsequent increments amounting to

ubsiguentes hasta por un monto de US\$11,499,000 para completar la Donación total de hasta US\$24,000,000, estarán sujetas a la disponibilidad de fondos de la A.I.D. para este propósito y al entendimiento mutuo de las partes en el momento de la cuota subsiguiente.

(b) La contribución de la A.I.D. a la porción del Proyecto financiado con fondos del Préstamo será provista en cuotas, la primera de las cuales por un monto de US\$3,000,000 ha sido puesta a disposición de acuerdo con la Sección 3.1 del Convenio de Proyecto, y la segunda cuota por un monto de US\$23,000,000 está siendo disponible de acuerdo con la Sección 3.1 enmendada en la Enmienda No. Dos al Convenio de Proyecto. Las cuotas subsiguientes de US\$8,000,000 para completar el Préstamo total de hasta US\$34,000,000, estarán sujetas a la disponibilidad de fondos de la A.I.D. para este propósito y al entendimiento mutuo de las partes en el momento de la cuota subsiguiente.

(c) Dentro de la Fecha de Terminación de Asistencia del Proyecto especificada en este Convenio, la A.I.D., en base a consultas con el Perú, puede especificar mediante Cartas de Ejecución del Proyecto, períodos de tiempo apropiados para la utilización de los fondos proporcionados por la A.I.D. bajo cualquier cuota individual."

3. La Sección 3.1 del Convenio es enmendada como sigue:

"SECCION 3.1. El Préstamo y la Donación. Para asistir al Perú a cubrir los costos para llevar a cabo el Proyecto, A.I.D. de conformidad con la Ley de Ayuda Extranjera de 1961 y sus

US\$11,499,000 for a total life of project Grant funding of up to US\$24,000,000, will be subject to availability of funds to A.I.D. for this purpose and to the mutual agreement of the parties to proceed at the time of a subsequent increment.

(b) A.I.D.'s contribution to the Loan-financed portion of the Project will be provided in increments, the initial one in the amount of US\$3,000,000 having been made available in accordance with Section 3.1 of the Project Agreement, and the second one in the amount of US\$23,000,000 being made available in accordance with amended Section 3.1 in Amendment No. Two to the Project Agreement. Subsequent increments amounting to US\$8,000,000 for a total life of project Loan funding of up to US\$34,000,000, will be subject to availability of funds to A.I.D. for this purpose and to the mutual agreement of the parties to proceed at the time of a subsequent increment.

(c) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with Peru, may specify in Project Implementation Letters appropriate time periods for the utilization of funds provided by A.I.D. under an individual increment."

3. Section 3.1 of the Agreement is amended to read as follows:

"SECTION 3.1. The Loan and Grant. To assist Peru to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,<sup>[1]</sup> agrees to grant

<sup>1</sup> 75 Stat. 424; 22 U.S.C. §2151.

nmiendas, conviene en donar al Perú bajo los términos de este Convenio, una cantidad que no exceda de Cinco Millones Doscientos Mil Dólares de los Estados Unidos (US\$5,200,000) que suplementan los US\$7,301,000 previamente donados, ascendiendo el total donado a la fecha a la cantidad de US\$12,501,000 (la "Donación") y acuerda en prestar al Perú bajo los términos de este Convenio una cantidad que no exceda de Veintitres Millones de Dólares de los Estados Unidos (US\$23,000,000) que suplementan los US\$3,000,000 provistos anteriormente, ascendiendo el total prestado a la fecha a la cantidad de US\$26,000,000 (el "Préstamo"). El monto total de desembolsos bajo el Préstamo se denomina "Capital". El Préstamo y la Donación juntos se denominan la "Asistencia". Toda referencia al financiamiento con la Donación y el Préstamo en este Convenio y sus Anexos, está sujeta a las condiciones de la Sección 2.2. La Asistencia puede ser utilizada para financiar costos en U.S. Dólares (tal como se define en la Sección 7.1) y costos en Soles Oro Peruanos (tal como se define en la Sección 7.2) de bienes y servicios necesarios para el Proyecto."

4. La Sección 3.2(b) del Convenio es enmendada como sigue:

"(b) Los recursos suministrados por el Perú para el Proyecto no serán menores que el equivalente de Veintidos Millones de Dólares de los Estados Unidos (US\$22,000,000), incluyendo los gastos originados en base a prestaciones en "especie"."

5. Se añaden las nuevas Secciones 5.4 y 5.5 como sigue:

"SECTION 5.4. Desembolso para Subproyectos (Préstamo y Donación). Con anterioridad a cualquier desembolso, o a la emisión por parte de la A.I.D. de la

Peru under the terms of this Agreement an amount not to exceed Five Million Two Hundred Thousand United States Dollars (US\$5,200,000) that supplements US\$7,301,000 previously granted for a total cumulative amount granted to date of US\$12,501,000 ("Grant") and agrees to lend Peru under the terms of this Agreement an amount not to exceed Twenty Three Million United States Dollars (US\$23,000,000) that supplements US\$3,000,000 previously made available for a total cumulative loan amount to date of US\$26,000,000 ("Loan"). The aggregate amount of disbursements under the Loan is referred to as "Principal". The Loan and the Grant together are referred to as the "Assistance". All references to Grant-financing and Loan-financing in this Agreement and its Annexes are subject to the conditions in Section 2.2. The Assistance may be used to finance U.S. Dollars costs (as defined in Section 7.1) and Peruvian Soles Oro costs (as defined in Section 7.2) of goods and services required for the Project."

4. Section 3.2(b) of the Agreement is amended to read as follows:

"(b) The resources provided by Peru for the Project will be not less than the equivalent of Twenty Two Million United States Dollars (US\$22,000,000), including costs borne on an "in kind" basis."

5. New Sections 5.4 and 5.5 are added as follows:

"SECTION 5.4. Disbursement for Subprojects (Loan and Grant). Prior to any disbursement, or to the issuance by A.I.D. of documentation pursuant to

documentación conforme a la cual se efectuará tal desembolso para financiar subproyectos con fondos provistos bajo la Enmienda No. Dos al Convenio, el Perú deberá, excepto que A.I.D. conviniera de otra forma por escrito, suministrar en forma y sustancia satisfactorias a A.I.D., el criterio que será utilizado en la selección y clasificación de tales subproyectos.

**SECCION 5.5. Desembolso Subsiguiente (Préstamo).** Con anterioridad a cualquier desembolso bajo el Préstamo que exceda de US\$3,000,000 o a la emisión por parte de la A.I.D. de la documentación conforme a la cual se efectuará tal desembolso, el Perú deberá, excepto que A.I.D. conviniera de diferente forma por escrito, suministrar en forma y sustancia satisfactorias a A.I.D., un dictamen emitido por el Director de la Oficina de Asesoría Jurídica del Ministerio de Economía, Inanzas y Comercio, u otro asesor legal aceptable a A.I.D., en el sentido de que este Convenio, enmendado con las Enmiendas Nos. Uno y Dos, ha sido debidamente autorizado y/o ratificado por el Perú y celebrado en su nombre y que constituye una obligación válida y legalmente exigible del Perú en conformidad con todos sus términos."

6. Se añade la nueva Sección 5.6 como sigue:

"**SECCION 5.6. Plazo para las Condiciones Previas Adicionales.** Si todas las condiciones especificadas en las Secciones 5.4 y 5.5 no se cumplieran dentro de los noventa (90) días a partir de la fecha de este Convenio, o en una fecha posterior que A.I.D. conviniera por escrito, A.I.D. puede, según su criterio, cancelar el saldo de la Asistencia entonces pendiente de desembolso, en el monto no

which such disbursement will be made, to finance subprojects with funds made available under Amendment No. Two to the Agreement, Peru will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D., the criteria to be utilized in the selection and ranking of such subprojects.

**SECTION 5.5. Subsequent Disbursement (Loan).** Prior to any disbursement under the Loan in excess of US\$3,000,000, or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, Peru will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D., a legal opinion of the Director of the Office of Legal Counsel of the Ministry of Economy, Finance and Commerce, or other counsel acceptable to A.I.D., to the effect that this Agreement, as amended by Amendments Nos. One and Two, has been duly authorized and/or ratified by, and executed on behalf of Peru, and that it constitutes a valid and legally binding obligation of Peru in accordance with all of its terms."

6. A new Section 5.6 is added as follows:

"**SECTION 5.6. Terminal Date for Additional Conditions Precedent.** If all the conditions specified in Sections 5.4 and 5.5 have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option may cancel the then undisbursed balance of the Assistance, to the extent not irrevocably committed to third parties, and may terminate this

revocablemente comprometido a terceros y puede terminar este Convenio mediante aviso por escrito al Perú. En caso de dicha terminación, el Perú reembolsará inmediatamente el Principal pendiente a esa fecha y cualquier interés devengado; una vez que el reembolso haya sido completado, este Convenio y todas las obligaciones de las Partes firmantes terminarán, excepto con respecto a cualesquier obligaciones originadas por gastos con fondos de la Donación."

7. Al final de la subsección (d) de la Sección 6.2 añadir lo siguiente: "; y".

8. Las siguientes nuevas subsecciones (e) y (f) se añaden a la Sección 6.2:

"(e) El Perú consultará en forma periódica con A.I.D. sobre la distribución de fondos del Proyecto entre los varios departamentos y regiones afectados por los desastres; y

(f) El Perú proporcionará a A.I.D., en forma regular, informes sobre el progreso general del programa de reconstrucción, incluyendo las contribuciones financieras del Perú y de todos los donantes."

9. Los dos primeros párrafos completos de la Sección A del Anexo 1 del Convenio son anulados y substituidos por los siguientes cinco párrafos:

#### "A. Meta y Propósito del Proyecto

Esta enmienda al Proyecto provee fondos adicionales en conformidad con la Sección 3.1 enmendada del Convenio de Proyecto con el propósito de llevar a cabo los objetivos del Proyecto.

Agreement by written notice to Peru. In the event of such termination, Peru will repay immediately the Principal then outstanding and any accrued interest; on receipt of such payments in full, this Agreement and all obligations of the Parties hereunder will terminate, except with respect to any obligations arising out of the expenditure of Grant funds."

7. At the end of subsection (d) of Section 6.2, add the following: "; and".

8. The following new subsections (e) and (f) are hereby added to Section 6.2:

"(e) Peru will consult with A.I.D. periodically concerning the allocation of Project funds among the various departments and regions affected by the disaster; and

(f) Peru will provide to A.I.D. on a regular basis reports on overall progress of the reconstruction program, including financial contributions from Peru and all donors."

9. The first two full paragraphs of Section A of Annex 1 to the Agreement are hereby deleted, and the following five paragraphs substituted in lieu thereof:

#### "A. Project Goal and Purpose

This amendment to the Project provides additional funding in accord with amended Section 3.1 of the Project Agreement in order to carry out the objectives of the Project.

La meta del Proyecto es ayudar a la población urbana y rural a recuperarse de los efectos devastadores sufridos por los desastres naturales ocurridos en el Perú durante 1983.

El propósito de este Proyecto que durará tres años es de: establecer y poner en operación una unidad coordinadora (la "Oficina del Proyecto") en el Instituto Nacional de Desarrollo (IND); dar apoyo a una unidad de administración financiera y de asignación presupuestaria del Ministerio de Economía, Finanzas y Comercio (MEFC); y mejorar la capacidad de las Corporaciones Departamentales de Desarrollo (CDDs) en la identificación e implementación de proyectos en los departamentos afectados. Además, se proporcionarán recursos para el fondo del GDP para financiar subproyectos de ayuda, rehabilitación y reconstrucción.

El propósito del Proyecto será cumplido a través del financiamiento e implementación de asesoría técnica y respaldo operacional al IND, MEFC, y las CDDs. El fondo de reconstrucción financiará actividades para ayuda de emergencia, rehabilitación y reconstrucción en las áreas del norte afectadas por las inundaciones, áreas de la sierra sur afectadas por la sequía y otros proyectos relacionados con los desastres en otras áreas del país. La Oficina del Proyecto dará prioridad, coordinará, asignará recursos, y supervisará la implementación de las actividades de ayuda para desastres, rehabilitación, y reconstrucción. La unidad del MEFC apoyará al IND y a las CDDs canalizando los fondos y materiales de agencias públicas y privadas del Perú, y donantes bilaterales y multilaterales hacia las áreas afectadas. La implementación será

The goal of the Project is to assist the rural and urban population recover from the devastating effects of the natural disasters which occurred in Peru during 1983.

The purpose of this three-year Project is to: establish and make operational a coordinating unit (the "Project Office") in the National Development Institute (NDI); support a financial management and budget allocation unit in the Ministry of Economy, Finance, and Commerce (MEFC); and improve the capacity of the Departmental Development Corporations (DDCs) for project identification and implementation in the affected departments. In addition resources will be provided for the GOP fund to finance relief, rehabilitation and reconstruction subprojects.

The Project will be accomplished through the financing and implementation of technical assistance and operational support to the NDI, MEFC, and DDCs. The reconstruction fund will finance emergency relief, rehabilitation, and reconstruction activities in the northern flood areas, southern sierra drought areas, and disaster-related projects in other areas of the country. The Project Office will prioritize, coordinate, and allocate resources and supervise the implementation of all disaster relief, rehabilitation, and reconstruction activities. The MEFC unit will assist the NDI and the DDCs by channelling disaster relief resources from Peru, other Peruvian public and private agencies, and bilateral and multilateral donors to the affected areas. Implementation will be carried out through the NDI, principally by the Departmental Development Corporations,

llevada a cabo a través del IND, principalmente por las Corporaciones Departamentales de Desarrollo, así como por los Ministerios, y otras agencias públicas y privadas.

as well as by Ministries, and other public and private agencies.

La meta y el propósito del Proyecto enmendado permanecen inalterables. El énfasis del Proyecto enmendado continúa siendo el de fortalecer y ampliar el mecanismo de ejecución de las actividades relacionadas con desastres, rehabilitación y reconstrucción y el fondo de reconstrucción. Esto se logrará a través de la provisión de recursos adicionales para financiar actividades de rápido desembolso, las cuales están directamente relacionadas con actividades de ayuda para desastres, rehabilitación y reconstrucción en las áreas afectadas por las inundaciones y sequías, o relacionadas con los desastres en otras áreas del país. Se inaugurarán una variedad de subproyectos con la expresa intención de financiar aquellas actividades en las cuales se puedan efectuar desembolsos rápidos y que tengan alta prioridad. Adicionalmente, continuarán siendo prioridades del Proyecto el fortalecimiento de la capacidad del Gobierno Peruano para asignar los recursos, llevar a cabo análisis ambientales, y ejecutar los subproyectos; se contratarán los servicios de asesoría técnica necesarios con este fin, según se describe más adelante. Finalmente un monto de hasta US\$600,000 será proporcionado al Ministerio de Salud para actividades de salud prioritarias relacionadas con los desastres y un monto de hasta US\$1.0 millón al Banco de Materiales para actividades de vivienda relacionadas también con desastres."

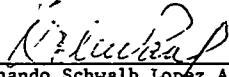
The goal and purpose of the amended Project remain unchanged. The focus of the amended Project continues to be to strengthen and expand the GOP's disaster relief, rehabilitation, and reconstruction implementing mechanism and reconstruction fund. This will be accomplished through the provision of additional resources to finance rapidly disbursing activities which are directly related to disaster relief, rehabilitation, and reconstruction activities in the flood and drought areas or disaster related projects in other areas of the country. A range of subprojects will be financed with the expressed intent being to finance those activities which are fastest disbursing and of highest priority. Additionally, the strengthening of the GOP's resource allocation, environmental analysis, and implementation capabilities will continue to be priorities for the Project; technical assistance as described below, will be contracted for this purpose. Finally up to US\$600,000 will be provided to the Ministry of Health for priority disaster related health activities and up to US\$1.0 million to the Materials Bank for disaster related housing activities."

10. El Plan Financiero Sumario en la Sección E del Anexo 1 del Convenio, es anulado y substituido por el siguiente Plan Financiero Sumario revisado que se encuentra adjunto.

Excepto de lo expresamente enmendado o modificado aquí, el Convenio permanece en plena fuerza y vigencia.

EN FE DE LO CUAL, el Perú y los Estados Unidos de América, a través de sus respectivos representantes, debidamente autorizados para el efecto han suscrito y otorgado esta Enmienda No. Dos en sus nombres el día y año que aparecen en la primera página.

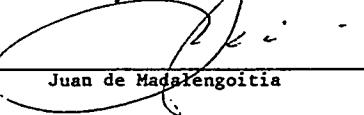
REPUBLICA DEL PERU

Por:   
Fernando Schwab López Aldana

Título: Presidente del Consejo de  
Ministros y Ministro de Relaciones  
Exteriores

Por:   
Carlos A. Rodríguez Pastor

Título: Ministro de Economía, Finanzas  
y Comercio

Por:   
Juan de Madalenoitia

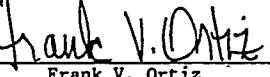
Título: Presidente del Instituto Nacional  
de Desarrollo

10. The Summary Financial Plan in Section E of Annex 1 to the Agreement is hereby deleted, and the revised Summary Financial Plan attached hereto is substituted in lieu thereof.

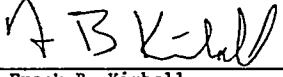
Except as expressly amended or modified herein, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, Peru and the United States of America, each acting through its respective duly authorized representatives have caused this Amendment No. Two to be signed in their names and delivered as of the day and year first above written.

UNITED STATES OF AMERICA

By:   
Frank V. Ortiz

Title: Ambassador

By:   
Frank B. Kimball

Title: Counselor to the Agency for  
International Development

By:   
John A. Sanbrailo

Title: Mission Director, USAID/Peru

Summary Financial Plan 1/

	Grant	A. I. D. Loan	Total	GOP Total	Project Total
I. <u>Technical Assistance and Operational Support</u>	4,000	3,950	7,950	1,000	8,950
A. Technical Assistance	<u>4,000</u>	<u>2,000</u>	<u>6,000</u>		<u>6,000</u>
Short-term	420		420		420
Long-term	3,080		3,080		3,080
Consulting Firms	500	2,000	2,500		2,500
B. Operating Support Personnel, Vehicles, International Travel, Office Equipment & Others		<u>1,950</u>	<u>1,950</u>	<u>1,000</u>	<u>2,950</u>
II. <u>Disaster Relief and Rehabilitation Sub-projects</u>	<u>20,000</u>	<u>30,050</u>	<u>50,050</u>	<u>21,000</u>	<u>71,050</u>
A. Subprojects	<u>18,400</u>	<u>30,050</u>	<u>48,450</u>	<u>21,000</u>	<u>69,450</u>
B. Min. of Health	600		600		600
C. Materials Bank	<u>1,000</u>		<u>1,000</u>		<u>1,000</u>
Project Total:	<u>24,000</u>	<u>34,000</u>	<u>58,000</u>	<u>22,000</u>	<u>80,000</u>

1/ This total budget includes the \$3.0 million in loan funds and \$1.0 million in grant funds obligated in FY 83. Funding in excess of the amounts obligated in Section 3.1 is subject to the conditions specified in Section 2.2. [Footnote in the original.]

Plan Financiero Sumario 1/

		A.I.D.			Total	Total
		Donación	Préstamo	Total	GDP	Proyecto
I.	<u>Asistencia Técnica y Apoyo Operacional</u>	4,000	3,950	7,950	1,000	8,950
A.	Asistencia Técnica	4,000	2,000	6,000		6,000
	A Corto Plazo	420		420		420
	A Largo-Plazo	3,080		3,080		3,080
	Firmas Consultoras	500	2,000	2,500		2,500
B.	Apoyo Operacional		1,950	1,950	1,000	2,950
	Personal, Vehículos, Viajes Internacionales, Equipo de Oficina & Otros					
II.	<u>Asistencia para Desastres y Subproyectos de Rehabilitación</u>	20,000	30,050	50,050	21,000	71,050
A.	Subproyectos	18,400	30,050	48,450	21,000	69,450
B.	Min. de Salud	600		600		600
C.	Banco de Materiales	1,000		1,000		1,000
	Total del Proyecto:	24,000	34,000	58,000	22,000	80,000

1/ El Total del Proyecto incluye \$3.0 millones de los fondos del Préstamo y \$1.0 millones de los fondos de la Donación para el año fiscal 1983. Los fondos que excedan las cantidades comprometidas en la Sección 3.1 están sujetos a las condiciones especificadas en la Sección 2.2.

ENMIENDA No. TRES  
AMENDMENT No. THREE

A  
TO

CONVENIO DE PROYECTO  
PROJECT AGREEMENT

ENTRE  
BETWEEN

LA REPUBLICA DEL PERU  
THE REPUBLIC OF PERU

Y  
AND

LOS ESTADOS UNIDOS DE AMERICA  
THE UNITED STATES OF AMERICA

PARA  
FOR

PROYECTO DE AYUDA PARA DESASTRES, REHABILITACION Y RECONSTRUCCION  
DISASTER RELIEF, REHABILITATION AND RECONSTRUCTION PROJECT

Préstamo A.I.D. No. 527-W-082  
A.I.D. Loan No. 527-W-082

Proyecto A.I.D. No. 527-0277  
A.I.D. Project No. 527-0277

Fecha: 30 de Marzo de 1984  
Date: March 30, 1984

ENMIENDA NO. TRES, de fecha 30 de Marzo de 1984, entre los Estados Unidos de América, representado por la Agencia para el Desarrollo Internacional ("A.I.D.") y la República del Perú ("Perú");

POR CUANTO, el Perú y la A.I.D. celebraron un Convenio de Proyecto el 20 de julio de 1983 para el Proyecto de Ayuda para Desastres, Rehabilitación y Reconstrucción (el "Proyecto");

POR CUANTO, el Perú y la A.I.D. celebraron la Enmienda No. Uno a dicho Convenio de Proyecto el 30 de setiembre de 1983;

POR CUANTO, el Perú y la A.I.D. celebraron la Enmienda No. Dos a dicho Convenio de Proyecto el 17 de octubre de 1983, (según enmienda, el "Convenio");

POR CUANTO, A.I.D. ha acordado prestar al Perú la cantidad de Veintiseis Millones de Dólares de los Estados Unidos (US\$26,000,000) bajo los términos del Convenio;

POR CUANTO, A.I.D. ha acordado también donar al Perú la cantidad de Doce Millones Quinientos Un Mil Dólares de los Estados Unidos (US\$12,501,000) bajo los términos del Convenio;

POR CUANTO, el Perú y la A.I.D. desean enmendar el Convenio para incrementar los fondos de préstamo en Ocho Millones de Dólares de los Estados Unidos (US\$8,000,000) siendo el total de la contribución en préstamo de A.I.D. de Treinticuatro Millones de Dólares de los Estados Unidos (US\$34,000,000).

AMENDMENT NO. THREE, dated March 30, 1984, between the United States of America, acting through the Agency for International Development ("A.I.D.") and the Republic of Peru ("Peru");

WHEREAS, Peru and A.I.D. entered into a Project Agreement dated July 20, 1983 for the Disaster Relief, Rehabilitation and Reconstruction Project (the "Project");

WHEREAS, Peru and A.I.D. entered into Amendment No. One dated September 30, 1983, to said Project Agreement;

WHEREAS, Peru and A.I.D. entered into Amendment No. Two dated October 17, 1983, to said Project Agreement (as amended, the "Agreement");

WHEREAS, A.I.D. has agreed to lend Peru the amount of Twenty Six Million United States Dollars (US\$26,000,000) under the terms of the Agreement;

WHEREAS, A.I.D. has also agreed to grant Peru the amount of Twelve Million Five Hundred One Thousand United States Dollars (US\$12,501,000) under the terms of the Agreement;

WHEREAS, Peru and A.I.D. desire to amend the Agreement to increase the amount of loan funding by Eight Million United States Dollars (US\$8,000,000) bringing the total A.I.D. loan contribution to Thirty Four Million United States Dollars (US\$34,000,000).

POR LO TANTO, las Partes acuerdan que el Convenio sea enmendado como sigue:

1. La Sección 2.2 (b) del Convenio es enmendada como sigue:

"(b) La contribución de la A.I.D. a la porción del Proyecto financiada con fondos del Préstamo se ha proporcionado en cuotas. La tercera cuota por un monto de US\$8,000,000 financiada con fondos de préstamo, se proporciona de conformidad con la Sección 3.1 enmendada en la Enmienda No. Tres al Convenio de Proyecto."

2. Anular la siguiente frase en la primera oración de la Sección 3.1:

"y acuerda prestar al Perú bajo los términos de este Convenio una cantidad que no excede de Veintitres Millones de Dólares de los Estados Unidos (US\$23,000,000) que suplementan los US\$3,000,000 provistos anteriormente, ascendiendo el total prestado a la fecha a la cantidad de US\$26,000,000 (el "Préstamo")."

y sustituirla por lo siguiente:

"y acuerda prestar al Perú bajo los términos de este Convenio una cantidad que no excede Ocho Millones de Dólares de los Estados Unidos (US\$8,000,000) que suplementan los US\$26,000,000 previamente prestados, ascendiendo el total prestado a la fecha a la cantidad de US\$34,000,000 ("Préstamo")."

NOW THEREFORE, the Parties agree to further amend the Agreement as follows:

1. Section 2.2 (b) of the Agreement is amended to read, as follows:

"(b) A.I.D.'s contribution to the Loan-financed portion of the Project has been provided in increments. The third increment of US\$8,000,000 in loan funding is being made available in accordance with amended Section 3.1 in Amendment No. Three to the Project Agreement."

2. In the first sentence of Section 3.1 of the Agreement delete the following phrase:

"and agrees to lend Peru under the terms of this Agreement an amount not to exceed Twenty Three Million United States Dollars (US\$23,000,000) that supplements US\$3,000,000 previously made available for a total cumulative loan amount to date of US\$26,000,000 ("Loan")."

and substitute in lieu thereof the following:

"and agrees to lend Peru under the terms of this Agreement an amount not to exceed Eight Million United States Dollars (US\$8,000,000) that supplements US\$26,000,000 previously made available for a total cumulative loan amount to date of US\$34,000,000 ("Loan")."

3. Se añade la nueva Sección 5.7 como sigue:

"SECCION 5.7. Desembolso Subsiguiente (Préstamo). Antes de efectuar cualquier desembolso bajo el Préstamo que exceda de US\$26,000,000 o a la emisión por parte de A.I.D. de la documentación conforme a la cual se efectuará tal desembolso, el Perú deberá, excepto que A.I.D. conviniera lo contrario por escrito, suministrar en forma y sustancia satisfactorias a A.I.D., un dictamen emitido por el Director de la Oficina de Asesoría Jurídica del Ministerio de Economía, Finanzas y Comercio, u otro asesor legal aceptable a A.I.D., en el sentido de que este Convenio, enmendado con las Enmiendas Nos. Uno, Dos y Tres, ha sido debidamente autorizado y/o ratificado por el Perú y celebrado en su nombre y que constituye una obligación válida y legalmente exigible del Perú de conformidad con todos sus términos."

4. Se añade la nueva Sección 5.8 como sigue:

"SECCION 5.8. Plazo para las Condiciones Previas Adicionales. Si todas las condiciones especificadas en la Sección 5.7 no se cumplieran dentro de los noventa (90) días a partir de la fecha de la Enmienda No. Tres, o en una fecha posterior que A.I.D. conviniera por escrito, A.I.D. puede, según su criterio, cancelar el saldo de la Asistencia entonces pendiente de desembolso, en el monto no irrevocablemente comprometido a terceros y puede terminar este Convenio mediante aviso por escrito al Perú. En caso de dicha terminación, el Perú reembolsará

3. A new Section 5.7 is added as follows:

"SECTION 5.7. Additional Disbursement (Loan). Prior to any disbursement under the Loan in excess of US\$26,000,000, or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, Peru will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D., a legal opinion of the Director of the Office of Legal Counsel of the Ministry of Economy, Finance and Commerce, or other counsel acceptable to A.I.D., to the effect that this Agreement, as amended by Amendments Nos. One, Two, and Three has been duly authorized and/or ratified by, and executed on behalf of Peru, and that it constitutes a valid and legally binding obligation of Peru in accordance with all of its terms."

4. A new Section 5.8 is added as follows:

"SECTION 5.8. Terminal Date for Additional Conditions Precedent. If the condition specified in Section 5.7 has not been met within ninety (90) days from the date of this Amendment No. Three, or such later date as A.I.D. may agree to in writing, A.I.D., at its option may cancel the then undisbursed balance of the Assistance, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to Peru. In the event of such termination, Peru will repay immediately the Principal then outstanding and any accrued interest; on

inmediatamente el Capital pendiente a esa fecha y cualquier interés devengado; una vez que el reembolso haya sido completado, este Convenio y todas las obligaciones de las Partes firmantes terminarán, excepto con respecto a cualesquier obligaciones originadas por gastos con fondos de la Donación."

5. En la Sección 5.6, suprimir la palabra "Convenio" y substituirla por la frase "Enmienda No. Dos".

Excepto de lo expresamente enmendado o modificado aquí, el Convenio permanece en plena fuerza y vigencia.

EN FE DE LO CUAL, el Perú y los Estados Unidos de América, a través de sus respectivos representantes, debidamente autorizados para el efecto han suscrito y otorgado esta Enmienda No. Tres en sus nombres el día y año que aparecen en la primera página.

REPUBLICA DEL PERU

Por:

Título: DIRECTOR GENERAL DE CREDITO PUBLICO  
MINISTERIO DE ECONOMIA FINANZAS Y COMERCIO

receipt of such payments in full, this Agreement and all obligations of the Parties hereunder will terminate, except with respect to any obligations arising out of the expenditure of Grant funds."

5. In Section 5.6, delete the word, "Agreement" and substitute the phrase "Amendment No. Two" in lieu thereof.

Except as expressly amended or modified herein, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, Peru and the United States of America, each acting through its respective duly authorized representatives have caused this Amendment No. Three to be signed in their names and delivered as of the day and year first above written.

UNITED STATES OF AMERICA

By:

Title: \_\_\_\_\_

# **PERU**

## **Finance: Consolidation and Rescheduling of Certain Debts**

*Agreement signed at Lima November 29, 1983;  
Entered into force March 9, 1984.  
With implementing agreement.*

CONVENIO ENTRE  
AGREEMENT BETWEENLOS ESTADOS UNIDOS DE AMERICA  
THE UNITED STATES OF AMERICAY  
ANDLA REPUBLICA DEL PERU  
THE REPUBLIC OF PERUSOBRE LA CONSOLIDACION Y EL REESCALONAMIENTO DE  
CIERTAS DEUDAS CONTRAIDAS CON EL GOBIERNO DE LOS  
ESTADOS UNIDOS Y SUS AGENCIAS O GARANTIZADAS O ASEGURADAS  
POR DICHO GOBIERNO Y SUS AGENCIASREGARDING THE CONSOLIDATION AND RESCHEDULING  
OF CERTAIN DEBTS OWED TO, GUARANTEED BY OR INSURED  
BY THE UNITED STATES GOVERNMENT AND ITS AGENCIESFecha: Noviembre 29, 1983  
Date: November 29, 1983

Los Estados Unidos de América ("los Estados Unidos") y la República del Perú ("Perú") convienen en lo siguiente:

#### ARTICULO I

##### Aplicación del Convenio

1. Conforme a las recomendaciones contenidas en el Acta Acordeada sobre la Consolidación de las Deudas del Perú, en adelante denominada el "Acta", suscrita en París el 26 de Julio de 1983 por los representantes de ciertas naciones, incluidos los Estados Unidos, y aprobada por el representante del Perú, los Estados Unidos y el Perú convienen en consolidar y reescalonar, con arreglo a las disposiciones del presente Convenio, ciertos pagos por parte del Perú relacionados con deudas contraídas con el Gobierno de los Estados Unidos o sus Agencias o garantizadas o aseguradas por dicho Gobierno o sus Agencias.

2. El presente Convenio se aplicará por medio de convenios separados ("Convenios de Ejecución") concertados entre el Perú y los Estados Unidos en lo que respecta a los Convenios PI-480 y entre el Perú y cada una de las siguientes Agencias de los Estados Unidos: la Agencia para el Desarrollo Internacional, el Export-Import Bank de los Estados Unidos, la Commodity Credit Corporation y el Departamento de la Defensa de los Estados Unidos. El Departamento de la Defensa incluirá en su Convenio de Ejecución los montos que pagará dicho Departamento al Federal Financing Bank en virtud de contratos de garantía concertados para cubrir los Contratos entre el Federal Financing Bank y el Perú.

#### ARTICULO II

##### Definiciones

1. "Contratos" significa aquellos convenios o demás arreglos financieros en virtud de los cuales existen plazos denominados en dólares de los Estados Unidos cuyas fechas de vencimiento originales ocurren durante el Periodo de Consolidación y que se derivan de:

The United States of America (The "United States") and the Republic of Peru ("Peru") agree as follows:

#### ARTICLE I

##### Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Peru's Debts, signed at Paris on July 26, 1983, by representatives of certain nations, including the United States, and agreed to by the representative of Peru, hereinafter referred to as the "Minute", the United States and Peru agree to consolidate and reschedule certain Peruvian payments with respect to debts which are owed to, guaranteed by or insured by the United States Government or its agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by separate agreements (the "Implementing Agreements"), between Peru and the United States, with respect to PI-480 Agreements, and between Peru and each of the following United States Agencies: the Agency for International Development, the Export-Import Bank of the United States, the Commodity Credit Corporation and the United States Department of Defense. The Department of Defense will include in its Implementing Agreement amounts which it will pay to the Federal Financing Bank pursuant to contracts of guaranty covering Contracts between the Federal Financing Bank and Peru.

#### ARTICLE II

##### Definitions

1. "Contracts" means those agreements or other financial arrangements which have U.S. dollar-denominated maturities originally falling due during the Consolidation Period and which relate to:

- (a) Créditos comerciales otorgados, garantizados o asegurados por los Estados Unidos o sus Agencias cuyos plazos de vencimiento originales son de más de un año y que fueron otorgados en virtud de un convenio concertado con anterioridad al 1 de enero de 1983.
- (b) Préstamos y créditos PL-480 otorgados por el Gobierno de los Estados Unidos o sus Agencias cuyos plazos de vencimiento originales son de más de un año y que fueron otorgados en virtud de un convenio concertado con anterioridad al 1 de enero de 1983.
2. "Deuda" significa el monto impagado del principal, los intereses y los cargos de los Contratos cuyas fechas de vencimiento ocurren durante el Período de Consolidación, excluidos los pagos que vencen en virtud del convenio de reescalonamiento suscrito el 5 de julio de 1979 y los pagos de Préstamos del Programa de Garantía para la Vivienda garantizados por los Estados Unidos a través de la Agencia para el Desarrollo Internacional. Con respecto a la Deuda garantizada o asegurada por la Commodity Credit Corporation o el Export-Import Bank, según sea el caso, queda entendido que el presente Convenio se aplicará sólo a aquella parte de los pagos de principal e interés que esté cubierta por un convenio de aseguramiento o garantía de pago presentado a la Agencia o recomprada por ella.
3. "Deuda Consolidada" significa el cien por ciento del monto en dólares de los Estados Unidos de la Deuda contraída con la Agencia para el Desarrollo Internacional y el noventa por ciento del monto en dólares de los Estados Unidos de toda otra Deuda. "Deuda No Consolidada" significa el resto del monto de la Deuda.
4. "Período de Consolidación" significa el período comprendido entre el 1 de mayo de 1983 y el 30 de abril de 1984, inclusive.
- (a) Commercial credits extended, guaranteed or insured by the United States or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1983.
- (b) Loans and PL-480 credits from the United States or its Agencies which had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1983.
2. "Debt" means the sum of unpaid principal, interest and fees with respect to the Contracts falling due during the Consolidation Period exclusive of payments falling due pursuant to the rescheduling agreement signed July 5, 1979<sup>[1]</sup> and payments pursuant to Housing Guarantee Loans guaranteed by the United States through the Agency for International Development. It is understood that, for debt which is guaranteed or insured by the Commodity Credit Corporation, or the Export-Import Bank, as the case may be, this Agreement will apply only to that portion of such payments of principal and interest which is covered by an assurance agreement or payment guarantee presented to or repurchased by such Agency.
3. "Consolidated Debt" means one hundred percent of the United States dollar amount of the Debt due the Agency for International Development and ninety percent of the U.S. dollar amount of all other Debt. "Non-consolidated Debt" means the remaining Debt.
4. "Consolidation Period" means the period from May 1, 1983 through April 30, 1984, inclusive.

<sup>1</sup> TIAS 9698; 32 UST 1.

5. "Interés" significa interés sobre la Deuda vencido y pagadero con arreglo a las disposiciones del presente Convenio, así como sobre cualesquier plazos de Interés vencidos e impagados devengados sobre los mismos. Se comenzará a devengar interés a la tasa establecida en el presente Convenio en las fechas de vencimiento respectivas estipuladas en cada uno de los Contratos para cada uno de los plazos previstos de la Deuda y se continuará devengando interés sobre el saldo pendiente de la Deuda, incluidos cualesquier plazos vencidos e impagados de la misma hasta que tales saldos pendientes hayan sido pagados en su totalidad. Asimismo, en las respectivas fechas de vencimiento de los plazos de Interés como están establecidas por este Convenio, se comenzará a devengar Interés a la tasa estipulada en el presente Convenio sobre los plazos vencidos e impagados de dicho Interés y se continuará devengando Interés hasta tanto los montos hayan sido reembolsados en su totalidad.

6. "Agencia" significa: la Agencia para el Desarrollo Internacional de los Estados Unidos, el Export-Import Bank of the United States, la Commodity Credit Corporation y el Departamento de la Defensa de los Estados Unidos.

### ARTICULO III

#### Modalidades de Pago

1. El Perú conviene en reembolsar la Deuda Consolidada en dólares de los Estados Unidos de conformidad con las siguientes modalidades:

(a) La Deuda Consolidada, la cual asciende a \$154 millones aproximadamente, se reembolsará en diez plazos semestrales, iguales y consecutivos de \$15.4 millones aproximadamente, pagaderos el 30 de abril y el 31 de octubre de cada año a partir del 30 de abril de 1987. El último plazo será pagadero el 31 de octubre de 1991.

5. "Interest" means interest on Debt due and payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rates set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt until such outstanding balances are repaid in full. Interest shall also begin to accrue at the rate set forth in this Agreement on due but unpaid installments of Interest, on the respective due dates for such Interest installments as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.

6. "Agency" means: the United States Agency for International Development, the Export-Import Bank of the United States, the Commodity Credit Corporation, and the United States Department of Defense.

### ARTICLE III

#### Terms and Conditions of Payment

1. Peru agrees to repay the Consolidated debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt, which amounts to approximately \$154 million, shall be repaid in ten equal and consecutive semi-annual installments of approximately \$15.4 million, payable on each April 30 and October 31, commencing on April 30, 1987 with the final installment payable on October 31, 1991.

- (b) La tasa de Interés sobre la Deuda Consolidada y sobre los Intereses impagados de dicha Deuda será el 3.06 por ciento por año civil del saldo pendiente de los plazos pagaderos a la Agencia para el Desarrollo Internacional; el 3.0 por ciento por año civil del saldo pendiente de los plazos pagaderos a los Estados Unidos en virtud de Convenios PI-480; y el 9.969 por ciento por año civil del saldo pendiente de los plazos pagaderos al Departamento de la Defensa o garantizados por él. En el caso del Export-Import Bank de los Estados Unidos, la tasa de Interés sobre la Deuda Consolidada corresponderá al costo para Eximbank de los nuevos empréstitos a mediano plazo vigentes el último día laborable del período precedente de cobro de Intereses, más 0.5 por ciento. En el caso de los Intereses acumulados durante el período comprendido entre el 1 de junio de 1983 y el 29 de noviembre de 1983, inclusive, la tasa anual será de 10.719 por ciento, y durante el período comprendido entre el 30 de noviembre de 1983 y el 30 de mayo de 1984, inclusive, la tasa anual será de 12.368 por ciento. En el caso de los Intereses acumulados durante el primer semestre de 1984 y durante cada período semestral subsiguiente, el Export-Import Bank de los Estados Unidos notificará al Perú la tasa correspondiente con anterioridad al inicio de dichos períodos semestrales. En el caso de la Commodity Credit Corporation, la tasa de Interés sobre la Deuda Consolidada y sobre los Intereses impagados de dicha Deuda será determinada anualmente y reflejará el costo de los empréstitos asumidos por dicha entidad. La tasa de Interés para los Intereses devengados durante el año
- (b) The rate of Interest on Consolidated Debt and on any unpaid Interest thereon shall be an average of 3.06 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development, 3.0 percent per calendar year on the outstanding balance of such payments due to the United States with respect to PI-480 agreements, and 9.969 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense. For the Export-Import Bank of the United States, the rate of Interest on Consolidated Debt shall be Eximbank's cost for new medium term borrowings in effect on the last business day of the preceding interest period plus one half of one percent. For Interest accruing during the period June 1, 1983 through November 29, 1983 the annual rate shall be 10.719 percent and for the period November 30, 1983 through May 30, 1984 the annual rate shall be 12.368 percent. For Interest accruing during the first six months of 1984 and for each subsequent six-month period, the Export-Import Bank of the United States shall notify Peru of the appropriate rate prior to the beginning of such six-month period. For the Commodity Credit Corporation the rate of Interest on Consolidated Debt and unpaid Interest thereon shall be determined on an annual basis and will reflect the cost of borrowing by the Corporation. For Interest accruing in calendar year 1983 the rate shall be 11 percent per annum. For Interest accruing in 1984 and in subsequent years, the Commodity Credit Corporation shall notify Peru of the applicable rate no more than thirty days after the beginning of such year. As and to the extent that Housing Guarantee Loans of

civil de 1983 será de 11 por ciento anual. Durante los primeros treinta días de 1984 y de cada año subsiguiente la Commodity Credit Corporation notificará al Perú la tasa de interés aplicable a los intereses devengados en esos años. En el caso de préstamos del Programa de Garantía de la Vivienda de la Agencia para el Desarrollo Internacional que no fueron pagados a tiempo, y en la medida en que ellos no fueron pagados, y si dichos préstamos fueren reescalados por cualquier motivo, la tasa de interés sobre la Deuda Consolidada y sobre cualesquier intereses o cargos devengados por ella corresponderá al costo marginal del dinero para el Housing Guaranty Reserve Fund, el cual, para los efectos del presente Convenio, equivaldrá a la tasa que cobre el Export-Import Bank y estará sujeta a los ajustes semestrales que el Export-Import Bank efectúe a dicha tasa.

- (c) Los Intereses de la Deuda Consolidada serán pagaderos semestralmente el 30 de abril y el 31 de octubre de cada año a partir del 30 de abril de 1984.
- (d) El Anexo A del presente Convenio contiene una recapitulación de los montos de la Deuda Consolidada contraída con los Estados Unidos y sus Agencias.

2. El Perú conviene en reembolsar la Deuda No Consolidada, la cual asciende a \$17 millones aproximadamente, en dólares de los Estados Unidos de conformidad con las siguientes modalidades:

- (a) Un cinco por ciento de la Deuda, lo cual asciende a \$8.5 millones aproximadamente, excluyendo el monto de la Deuda contraída con la Agencia para

the Agency for International Development are not paid as and when due and are rescheduled for whatever reason, the rate of Interest on Consolidated Debt and on any due but unpaid Interest and fees thereon shall be the marginal cost of money to the Housing Guarantee Reserve Fund, which for the purposes of this Agreement shall be equal to the rate charged by the Export-Import Bank and shall be adjusted semi-annually as such rate is adjusted by the Export-Import Bank.

- (c) All interest payable with respect to the Consolidated Debt shall be paid semi-annually on April 30 and October 31 of each year commencing on April 30, 1984.

- (d) A table summarizing the amounts of the Consolidated Debt to the United States and its Agencies is attached hereto as Annex A.

2. Peru agrees to repay the Non-consolidated Debt, which amounts to approximately \$17 million, United States dollars in accordance with the following terms and conditions:

- (a) Five percent of the Debt, exclusive of amounts due the Agency for International Development, which amounts to approximately \$8.5 million,

el Desarrollo Internacional, será pagadero con arreglo a las disposiciones de los Contratos originales y un cinco por ciento de la Deuda, excluyendo el monto de la Deuda contraída con la Agencia para el Desarrollo Internacional, será pagadero el 31 de diciembre de 1984.

- (b) La tasa de Interés aplicable a la Deuda No Consolidada pagadera el 31 de diciembre de 1984 y a cualesquier Intereses vencidos e impagados que ella devenga corresponderá a la tasa estipulada en el Párrafo 1, inciso (b), del Artículo III del presente Convenio.
- (c) Los Intereses de la Deuda No Consolidada serán pagaderos en cuotas el 30 de abril de 1984 y el 31 de diciembre de 1984.
- (d) El Anexo B del presente Convenio contiene una recapitulación de los montos de la Deuda No Consolidada contraída con las Agencias del Gobierno de los Estados Unidos.

3. Queda entendido que los montos de la Deuda Consolidada y la Deuda No Consolidada se podrán reajustar, en la medida en que fuere necesario, mediante los Convenios de Ejecución.

#### ARTICULO IV

##### Disposiciones Generales

1. El Perú conviene en otorgar a los Estados Unidos, así como a cualquier otro acreedor que sea parte en un Contrato, un trato y condiciones no menos favorables que los que otorgase a cualquier otro país acreedor o a sus organismos para el resescalonamiento o el refinanciamiento de las deudas cubiertas por el Acta.
2. Salvo en la medida en que pudieran ser modificadas por el presente Convenio o por los subsiguientes Convenios de Ejecución, todas las disposiciones de los Contratos permanecerán en vigencia.

shall be paid according to the terms of the original Contract, and five percent of the Debt, exclusive of amounts due to the Agency for International Development shall be paid on December 31, 1984.

- (b) The rate of Interest on Non-consolidated Debt due on 31 December 1984 and on any due and unpaid Interest accruing thereon shall be the same as the rate specified in Article III, Paragraph 1(b) of this Agreement.
- (c) Interest with respect to the Non-Consolidated Debt shall be paid in installments on April 30, 1984 and on December 31, 1984.
- (d) A table summarizing the amounts of the Non-Consolidated Debt owed to the United States Government agencies is attached hereto as Annex B.

3. It is understood that adjustment may be made, as necessary, in the amounts of Consolidated and Non-Consolidated Debt by the Implementing Agreements.

#### ARTICLE IV

##### General Provisions

1. Peru agrees to grant to the United States, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.
2. Except as they may be modified by this Agreement or the subsequent Implementing Agreements, all terms of the Contracts remain in full force and effect.

3. El Perú se compromete a pagar, a la mayor brevedad y, en todo caso, antes del 31 de octubre de 1983, los plazos vencidos e impagados del servicio de la deuda que debe a los gobiernos de los países acreedores participantes o a sus correspondientes instituciones o que están garantizados por dichos países o instituciones y que no están cubiertos por el Acta Acordada.

#### ARTICULO V

##### Entrada en Vigor

1. El presente Convenio entrará en vigor cuando se firme y cuando el Perú reciba notificación escrita de los Estados Unidos en el sentido de que han sido satisfechos todos los requisitos legales nacionales para su entrada en vigor.

Este Convenio ha sido preparado en duplicado, en Inglés y Español. En caso de ambigüedad o conflicto, la versión en Inglés prevalecerá. Hecho en Lima, Perú, el 29 de noviembre de 1983.

POR LA REPÚBLICA DEL PERU

Por: Henry Hamm Guerra  
Henry Hamm Guerra

Título: Director General de Crédito Público  
Ministerio de Economía, Finanzas  
y Comercio  
Title: Director General of Public Credit  
Ministry of Economy, Finance and  
Commerce

3. Peru undertakes to pay all debt service due and not paid, and owed to or guaranteed by the governments of the participating creditor countries or their appropriate institutions, and not covered by the Agreed Minute as soon as possible, and in any case not later than October 31, 1983.

#### ARTICLE V

##### Entry into Force

1. This Agreement shall enter into force following signature of the Agreement and receipt by Peru of written notice from the United States Government that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled.<sup>1</sup>

This Agreement is prepared in duplicate in the English and Spanish language. In the event of ambiguity or conflict between the two versions, the English language version will control. Done at Lima, Peru, this 29th day of November, 1983.

FOR THE UNITED STATES OF AMERICA

By: Richard M. Ogden  
Richard M. Ogden

Title: Chargé d' Affaires, a.i.  
Título: Encargado de Negocios, a.i.

<sup>1</sup> Mar. 9, 1984.

## ANNEX A

Summary of Consolidated Debt\*  
(thousands of U.S. dollars)

Department of Defense	9,561
Agency for International Development	6,119
Export Import Bank	54,628
Department of Agriculture - PL 480	3,710
Commodity Credit Corporation	78,436
 TOTAL	 154,454

## ANNEX B

Summary of Non-Consolidated Debt\*  
(thousands of U.S. dollars)

Department of Defense	1,720
Agency for International Development	0
Export Import Bank	6,070
Department of Agriculture - PL 480	412
Commodity Credit Corporation	8,715
 TOTAL	 16,917

\* Data are rounded and subject to revision per Article III, paragraph 4

## ANEXO A

Sumario de la Deuda Consolidada\*  
(miles de U.S. dólares)

Departamento de la Defensa	9,561
Agencia para el Desarrollo Internacional	6,119
Export Import Bank	54,628
Departamento de Agricultura - PL 480	3,710
Commodity Credit Corporation	78,436
<b>TOTAL</b>	<b>154,454</b>

## ANEXO B

Sumario de la Deuda No-Consolidada\*  
(miles de U.S. dólares)

Departamento de la Defensa	1,720
Agencia para el Desarrollo Internacional	0
Export Import Bank	6,070
Departamento de Agricultura - PL 480	412
Commodity Credit Corporation	8,715
<b>TOTAL</b>	<b>16,917</b>

\* Los datos están redondeados y sujetos a revisión conforme al párrafo 4 del Artículo III

CONVENIO DE EJECUCION  
IMPLEMENTING AGREEMENTEN TRE  
BETWEENLA REPUBLICA DEL PERU  
THE REPUBLIC OF PERULOS ESTADOS UNIDOS DE AMERICA  
THE UNITED STATES OF AMERICASOBRE  
REGARDINGLA CONSOLIDACION Y REPROGRAMACION DE  
CERCIAS DEUDAS CONTRAIDAS CON, GARANTIZADAS O ASEGURADAS POR  
THE CONSOLIDATION AND RESCHEDULING  
OF CERTAIN DEBTS OWED TO, GUARANTEED BY, OR INSURED BYLA AGENCIA PARA EL DESARROLLO INTERNACIONAL  
THE AGENCY FOR INTERNATIONAL DEVELOPMENTDate: November 29, 1983  
Fecha: 29 de Noviembre de 1983

Convenio de fecha 29 de Noviembre de 1983, que celebran los Estados Unidos de América actuando a través de la Agencia para el Desarrollo Internacional ("A.I.D.") y la República del Perú ("Perú").

POR QUITO, que con fecha 26 de Julio de 1983 se llegó a un entendimiento ("Acta Acordada") respecto a la consolidación y reprogramación de ciertas deudas del Gobierno Peruano con representantes de ciertas naciones, entre ellas los Estados Unidos de América, el que fuera aceptado por el representante del Perú;

POR QUITO, conforme al Acta Acordada el Gobierno de los Estados Unidos de América y el Gobierno del Perú han acordado y definido ciertas medidas de reprogramación conforme al Convenio entre los Estados Unidos de América y la República del Perú respecto a la Consolidación y Reprogramación de ciertas deudas garantizadas o aseguradas por el Gobierno de los Estados Unidos de América y sus Agencias ("Convenio de Reprogramación") de fecha Noviembre 29 de 1983; y

POR QUITO, que el Convenio de Reprogramación estipula que éste será ejecutado mediante Convenio por separado suscrito entre el Perú y la A.I.D.;

POR LO TANTO, las partes acuerdan lo siguiente:

#### ARTICULO I

##### Definiciones

1.1 "Contratos" significa aquellos convenios enumerados en el Anexo A, cuyas fechas de vencimiento ocurren dentro del Periodo de Consolidación.

1.2 "Deuda" significa la suma del principal, los intereses y los cargos con respecto a los Contratos cuyas fechas de vencimiento ocurren durante el período de Consolidación, excluidos los pagos que vencen en virtud del Convenio de Reprogramación firmado el 5 de Julio de 1979, así como los pagos de los Préstamos de Garantía de Vivienda (Housing Guarantee Loans).

AGREEMENT, dated as of November 29, 1983, by and between the United States of America, acting through the Agency for International Development ("A.I.D.") and the Republic of Peru ("Peru").

WHEREAS, an understanding on consolidation and rescheduling of certain Peruvian debts was reached on July 26, 1983 (the "Agreed Minute") among representatives of certain nations, including the United States of America, and agreed to by the representative of Peru;

WHEREAS, pursuant to the Agreed Minute the Government of the United States of America and the Government of Peru have agreed to and set forth rescheduling arrangements pursuant to the agreement Between the United States of America and the Republic of Peru Regarding the Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed or Insured by the United States of America Government and its Agencies, ("Rescheduling Agreement"), dated November 29, 1983; and

WHEREAS the Rescheduling Agreement provides that it shall be implemented by separate agreement between Peru and A.I.D.;

NOW THEREFORE, the parties hereto agree as follows:

#### ARTICLE 1

##### Definitions

1.1 "Contracts" means those agreements listed in Annex A, which have maturities falling due during the Consolidation Period.

1.2 "Debt" means the sum of principal, interest and fees with respect to the Contracts falling due during the Consolidation Period exclusive of payments falling due pursuant to the rescheduling agreement signed July 5, 1979 and payments pursuant to Housing Guarantee Loans.

1.3 "Deuda Consolidada" significa el ciento por ciento (100%) del monto de la Deuda en dólares.

1.4 "Interés" significa el interés sobre la Deuda vencido y pagadero con los términos del presente Convenio y sobre cualquier plazo vencido y no pagado de los intereses devengados sobre el mismo. El interés comenzará a devengarse a la tasa establecida en el presente Convenio en las fechas de vencimiento respectivas, especificadas en cada uno de los Contratos para cada pago programado de la Deuda y se continuará devengando sobre el saldo pendiente de la Deuda, incluyendo cualquier plazo vencido e impagado de la Deuda, hasta que dichos saldos pendientes sean totalmente cancelados. El interés también deberá comenzar a devengarse a la tasa estipulada en este Convenio sobre los plazos vencidos del interés impagado, en las fechas respectivas de vencimiento para dichos plazos de interés que se estipulen en el presente Convenio y se continuará devengando hasta que dichos montos hayan sido totalmente cancelados.

1.5 "Período de Consolidación" significa el período comprendido entre el 1ro. de Mayo de 1983 hasta el 30 de Abril de 1984.

## ARTICULO II

### Términos y Condiciones de Pago

2.1 Repago de la Deuda Consolidada. El Perú conviene en repagar la Deuda Consolidada en U.S. dólares de acuerdo a los siguientes términos y condiciones:

(a) La Deuda Consolidada, cuyo monto es de aproximadamente \$5,948,343.97, deberá ser repagada en diez cuotas semestrales iguales y consecutivas de aproximadamente \$594,834.40 más intereses. Los pagos del principal serán pagaderos cada 30 de Abril y cada 31 de Octubre, comenzando el 30 de Abril de 1987, siendo la fecha de vencimiento de la última cuota el 31 de Octubre de 1991.

1.3 "Consolidated Debt" means one hundred percent (100%) of the dollar amount of the Debt.

1.4 "Interest" means interest on Debt due and payable in accordance with the terms of this Agreement and on any due and unpaid installments of interest accruing thereon. Interest shall begin to accrue at the rate set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. Interest shall also begin to accrue at the rate set forth in this Agreement on due but unpaid installments of interest, on the respective due dates for such interest installments, as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.

1.5 "Consolidation Period" means the period from May 1, 1983 through April 30, 1984.

## ARTICLE II

### Terms and Conditions of Payment

2.1 Repayment of the Consolidated Debt. Peru agrees to repay the Consolidated Debt in U.S. dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt, which amounts to approximately \$5,948,343.97, shall be repaid in ten equal and consecutive semi-annual installments of approximately \$594,834.40 plus interest. Principal payments are payable on each April 30, and October 31, commencing on April 30, 1987, with the final installments payable on October 31, 1991.

(b) El interés sobre la Deuda Consolidada y sobre cualquier interés vencido pero no pagado sobre la misma deberá ser pagadero a una tasa promedio de 3.06 por ciento por cada año calendario sobre el saldo pendiente de dichos pagos. Todos los intereses con respecto a la Deuda Consolidada deberán ser pagaderos semestralmente el 30 de Abril y el 31 de Octubre de cada año a partir del 30 de Abril de 1984.

(c) El Anexo B contiene un listado de los montos de la Deuda Consolidada contraída con la A.I.D.

**2.2 Ajustes.** Queda entendido que se podrán realizar los ajustes que sean necesarios, en los montos de la Deuda Consolidada para reflejar los desembolsos sobre la Deuda durante el Período de Consolidación.

**2.3 Préstamo de Garantía de Vivienda.** Queda entendido que, de conformidad con el Artículo IV, Sección 3, del Convenio de Reprogramación, el Perú pagará todos los pagos atrasados sobre los Préstamos de Garantía de Vivienda existentes a más tardar el 30 de Noviembre de 1983 y continuará cumpliendo con todos los pagos del servicio de la Deuda de acuerdo a su vencimiento. En consideración de lo anterior, la A.I.D. acuerda cumplir con lo siguiente:

(a) Reprogramar el ciento por ciento (100%) de la Deuda que no sea Garantía de Vivienda contraída con la A.I.D. en lugar del noventa por ciento (90%) que se estipula en el Acta Acordada;

(b) Proceder con la ejecución de los proyectos de Garantía de Vivienda existentes en el Perú, incluyendo el desembolso de fondos depositados en "escrow", de tiempo en tiempo en el curso regular de los proyectos o en calidad de adelantos; y,

(c) Proceder al desarrollo de nuevos proyectos de Garantía de Vivienda en el Perú, incluyendo un nuevo proyecto de ayuda para desastres de Garantía de Vivienda, por un monto de \$12.5 millones, de acuerdo con las condiciones de un convenio de ejecución a negociarse.

(b) Interest on Consolidated Debt and on any due but unpaid interest thereon shall be paid at an average rate of 3.06 percent per calendar year on the outstanding balance of such payments. All interest with respect to the Consolidated Debt shall be payable semi-annually on April 30 and October 31 of each year commencing on April 30, 1984.

(c) A schedule listing the amounts of the Consolidated Debt owed to A.I.D. is attached hereto as Annex B.

**2.2 Adjustments.** It is understood that adjustments may be made, as necessary, in the amounts of Consolidated Debt reflecting disbursements on Debt during the Consolidation Period.

**2.3 Housing Guarantee Loans.** It is understood that, in accordance with Article IV, Section 3, of the Rescheduling Agreement, Peru will pay all arrearages on the existing Housing Guarantee Loans not later than November 30, 1983, and continue to meet all future debt service payments as and when due. In consideration thereof, A.I.D. agrees to perform the following:

(a) To reschedule one hundred percent (100%) of the Non-Housing Guarantee Debt due A.I.D., instead of ninety percent (90%) as provided in the Agreed Minute;

(b) To proceed with implementation of existing Housing Guaranty projects in Peru, including the release of funds in escrow from time to time in the regular course of business or in the nature of advances; and

(c) To proceed with new Housing Guaranty project development in Peru, including a new \$12.5 million Housing Guaranty disaster assistance project, in accordance with the terms of an implementation agreement to be negotiated.

El monto neto de recursos en U.S. dólares que se pondrá a disposición del Perú durante el Periodo de Consolidación, será igual o excederá el monto neto en U.S. dólares requeridos para los pagos del servicio de la Deuda de Garantía de Vivienda de la A.I.D., según se indica en el Anexo C.

### ARTICULO III

#### Disposiciones Generales

3.1 Otras Obligaciones. Excepto de lo expresamente estipulado aquí, el pago de las obligaciones que vengan y sean pagaderas por el Perú a la A.I.D. en cumplimiento con cada uno de los Contratos, se efectuará de acuerdo a los términos indicados en cada uno de los Contratos.

3.2 Plena Fuerza y Efecto de los Contratos. Los términos y condiciones de los Contratos continuarán en plena fuerza y efecto, incluyendo pero sin limitarse, a casos de incumplimiento y recursos para tales incumplimientos, en la medida que el presente documento no los enmendará o los hiciere inconsistentes.

3.3 El Convenio de Reprogramación. El Convenio de Reprogramación seguirá en plena fuerza y efecto en la medida que no quede sobreseido por el presente Convenio.

3.4 Ajustes. Los pagos estipulados en el presente Convenio, conjuntamente con las cifras de las que se derivan dichos montos, estarán sujetos a corrección y/o ajuste de acuerdo con los términos del Convenio de Reprogramación.

3.5 Aplicación de los Pagos. Los recaudos sobre Préstamos Consolidados y No-Consolidados establecidos bajo esta Reprogramación, se aplicarán a Notificaciones sobre Pagos Vencidos en orden cronológico.

3.6 Lugar y Moneda de Pago. Los pagos realizados bajo el presente documento se efectuarán en U.S. dólares y serán entregados al Federal Reserve Bank, Nueva York, para abonarse a la cuenta de la Agencia para el Desarrollo Internacional (Cuenta No. 72-00-0001).

The net amount of U.S. dollar resources made available to Peru by the foregoing during the Consolidation Period will equal or exceed the net amount of U.S. dollars required for A.I.D. Housing Guaranty debt service payments, as indicated in Annex C.

### ARTICLE III

#### General Terms

3.1 Other Obligations. Except as otherwise expressly provided herein, payment of obligations which become due and payable by Peru to A.I.D. pursuant to each of the Contracts shall be paid in accordance with the existing terms of each of the Contracts.

3.2 Full Force and Effect of the Contracts. To the extent that they are not amended herein, or rendered inconsistent hereby, the terms and conditions of the Contracts, including, but not limited to, events of default and remedies upon default, shall remain in full force and effect.

3.3 The Rescheduling Agreement. To the extent that the Rescheduling Agreement is not superseded by this Agreement, it shall remain in full force and effect.

3.4 Adjustments. The payments provided for in this Agreement, together with the figures from which such amounts are derived, are subject to correction and/or adjustment in accordance with the terms of the Rescheduling Agreement.

3.5 Application of Payments. Receipts on Consolidated and Non-Consolidated Loans, established under this rescheduling, will be applied to Notices of Payment Due in chronological order.

3.6 Place and Currency of Payment. Payments made hereunder shall be in U.S. dollars and shall be delivered to the Federal Reserve Bank, New York, for credit to the Agency for International Development (Account No. 72-00-0001).

3.7 Opinión Legal. A menos que A.I.D. conviniera en otra forma por escrito, dentro de los treinta (30) días siguientes a la fecha del presente Convenio, el Perú proporcionará a la A.I.D. una opinión legal, satisfactoria para la A.I.D., que indique que el presente Convenio ha sido debidamente autorizado o ratificado por, y ejecutado y formalizado a nombre del Perú, y que constituye un compromiso válido y obligatorio para el Perú de acuerdo a sus términos.

3.8 Idioma del Convenio. El presente Convenio ha sido preparado Inglés y Español. En caso de ambigüedad o conflicto entre las mismas, la versión en Inglés prevalecerá.

EN FE DE LO QUILA LA A.I.D. Y EL PERU, a través de sus representantes, debidamente autorizados para el efecto, suscriben este Convenio en sus nombres el día y año que aparecen en la primera página.

3.7 Legal Opinion. Except as A.I.D. may otherwise agree in writing, within thirty (30) days from the date of this Agreement, Peru shall furnish to A.I.D. a legal opinion of counsel satisfactory to A.I.D. that this Agreement has been duly authorized or ratified by, and executed and delivered on behalf of Peru and constitutes a valid and legally binding obligation of Peru in accordance with its terms.

3.8 Language of Agreement. This Agreement is prepared in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English language version will control.

IN WITNESS WHEREOF, A.I.D. and Peru, each acting through its duly authorized representative, have caused this Agreement to be signed in their respective names and delivered as of the day and year first written above.

REPUBLICA DEL PERU

Fdo./s

Henry A. Hamm Guerra  
 Título: Director General de Crédito Público  
 Ministerio de Economía, Finanzas y Comercio  
 Title: Director General of Public Credit  
 Ministry of Economy, Finance and Commerce

UNITED STATES OF AMERICA

s/fdo.:

John A. Sanbrailo  
 Title: USAID Mission Director  
 Título: Director, USAID/Peru

ANNEX A  
(ANEXO A)CONTRACTS SUBJECT TO RESCHEDULING  
(CONTRATOS SUJETOS A REESCALONAMIENTO)

527-G-006	527-L-047	527-T-062
007	048	063
K-021	048A	073
L-022	049	075
023	051	077
024	052	077A
025	053	U-072
027	054	074
028	055	074A
029	056	074B
034	T-058	076
042	059	W-057
045	060	078
046	061	078A
028A		

ANNEX B  
(ANEXO B)

AGENCY FOR INTERNATIONAL DEVELOPMENT  
(AGENCIA PARA EL DESARROLLO INTERNACIONAL)

REPUBLIC OF PERU  
(REPÚBLICA DEL PERÚ)

DEBT RESCHEDULING FOR PERIOD 05-01-83 THRU 04-30-84  
(REESCALONAMIENTO DE LA DEUDA PARA EL PERIODO 05-01-83 HASTA EL 04-30-84)

(Agreements signed prior to 01-01-83)  
(Contratos firmados antes del 01-01-83)

	DUE DATE (PLAZOS)	PRINCIPAL (PRINCIPAL)	INTEREST (INTERES)	TOTAL (TOTAL)
527-G-006	09-01-83	\$107,095.80	\$1,718.83	\$108,814.63
007	05-01-83	158,185.37	6,599.57	164,784.94
	11-01-83	163,793.27	3,435.87	167,229.14
K-021	09-28-83	16,276.17	2,500.73	18,776.90
	03-28-84	16,337.20	2,426.71	18,763.91
L-022	10-08-83	140,941.48	23,335.13	164,276.61
	04-08-84	140,941.47	22,276.81	163,668.28
023	10-24-84	48,846.66	7,693.35	56,540.01
	04-24-84	48,846.66	7,510.17	56,356.83
024	10-27-83	36,702.46	6,193.54	42,896.00
	04-27-84	36,706.46	5,780.64	42,483.10
025	05-11-83	36,404.60	6,143.37	42,547.87
	11-11-83	36,404.60	6,006.76	42,411.36
027	06-28-83	30,820.23	13,869.11	44,689.34
	12-28-83	30,820.23	13,560.90	44,381.13
028	06-28-83	205,148.72	33,368.41	238,517.13
	12-28-83	205,148.72	31,316.93	236,465.65
028A	06-28-83	-0-	107,046.67	107,046.67
	12-28-83	-0-	106,749.42	106,749.42
029	10-14-84	108,196.72	46,675.72	154,872.01
	04-14-84	108,196.72	45,442.62	153,639.34
034	06-28-83	98,360.66	45,245.90	143,606.56
	12-28-83	98,360.66	44,262.29	142,622.95
042	09-19-83	32,786.88	19,417.02	52,203.90
	03-19-84	32,786.89	18,852.46	51,639.35
045	08-06-83	9,649.80	5,802.59	15,452.39
	02-06-84	9,649.80	5,669.26	15,319.06
046	06-08-83	26,133.43	16,006.72	42,140.15
	12-08-83	26,133.43	15,680.06	41,813.49
047	10-18-83	98,206.47	80,160.48	178,366.95
	04-18-84	99,434.05	78,765.35	178,199.40

	DUE DATE (PLAZOS)	PRINCIPAL (PRINCIPAL)	INTEREST (INTERES)	TOTAL (TOTAL)
048	07-14-83 01-14-84	22,717.38 23,001.35	19,560.17 19,276.20	42,277.55 42,277.55
048B	09-25-83 03-25-84	5,271.37 5,337.28	4,563.77 4,472.88	9,835.14 9,810.16
049	06-26-83 12-26-83	4,356.40 4,410.86	4,710.00 4,655.54	9,066.40 9,066.40
051	09-25-83 03-25-84	18,265.42 18,493.73	17,107.63 16,789.33	35,373.05 35,283.06
052	08-18-83 02-18-84	31,327.21 31,797.11	44,152.90 43,611.01	75,480.11 75,408.12
053	06-28-83 12-28-83	23,450.65 23,802.41	33,844.44 33,492.68	57,295.09 57,295.09
054	09-19-83 03-19-84	51,440.39 52,212.00	74,597.65 73,468.19	126,038.04 125,680.19
527-L-055	06-17-83 12-17-83	-0-	150,000.00 152,040.58	150,000.00 302,040.58
056	09-19-83 03-19-84	52,469.21 53,256.25	76,089.61 74,937.55	128,558.82 128,193.80
T-058	05-19-83 11-19-83	-0-	35,747.78 36,740.15	35,747.78 36,740.15
059	05-19-83 11-19-83	-0-	69,488.53 76,936.23	69,488.53 76,936.23
060	09-15-83 03-15-84	-0-	151,476.02 150,000.00	151,476.02 150,000.00 est.
061	06-12-83 12-12-83	-0-	187,717.58 190,000.00	187,717.58 190,000.00 est.
062	09-03-83 03-03-84	-0-	76,501.98 80,000.00	76,501.98 80,000.00 est.
063	08-24-83 02-24-84	-0-	45,048.51 58,679.00	45,048.51 58,679.00 est.
073	10-16-83 04-16-84	-0-	5,603.38 8,000.00	5,603.38 8,000.00 est.
075	08-26-83 02-26-84	-0-	2,136.81 4,000.00	2,136.81 4,000.00 est.
077	10-13-83 04-13-84	-0-	13,642.33 20,000.00	13,642.33 20,000.00 est.
077A	10-13-83 04-13-84	-0-	5,899.88 10,000.00	5,899.88 10,000.00 est.
079	11-12-83	-0-	563.97	563.97
080	no disburse.*	-0-	-0-	-0-
U-072	05-23-83 11-23-83	-0-	14,994.61 20,058.57	14,994.61 20,058.57
074	07-20-83 01-20-84	-0-	4,491.94 8,000.00	4,491.94 8,000.00 est.
074A	no disburse.*	-0-	-0-	-0-

	DUE DATE (PLAZOS)	PRINCIPAL (PRINCIPAL)	INTEREST (INTERES)	TOTAL (TOTAL)
074B	no disburse.*	-0-	-0-	-0-
076	06-07-83	-0-	549.19	549.19
	12-07-83	-0-	1,200.00	1,200.00 est.
W-057	07-28-83	-0-	99,999.82	99,999.82
	01-28-84	-0-	99,999.82	99,999.82
078	11-30-83	-0-	14,614.25	14,614.25
078A	no disburse.*	-0-	-0-	-0-
ESTIMATED TOTAL (TOTAL ESTIMADO)		\$2,780,961.21	\$3,167,382.76	\$5,948,343.97

(\*) No se han efectuado desembolsos.

## ANNEX C

HG Debts - Period May 1, 1983 - April 30, 1984  
(US\$ Millions)

Payments due and not paid as of 10/31/83:

<u>Loan No.</u>	<u>Date Due</u>	<u>Interest &amp; Amortization 1/</u>
HG-005/008	07/01/83	\$681,642.32
HG-009(A)	07/01/83	698,336.87
HG-010	08/01/83	693,300.00
HG-011	08/01/83	1,565,000.00
HG-009(B)	09/01/83	485,000.00
HG-005/008	10/01/83	<u>681,866.37</u>
	BVP Direct	<u>\$4,805,145.56</u>
HG-003	07/01/83	114,634.75
HG-003	10/01/83	<u>77,646.49</u>
	BVP Administration (VIPSE)	<u>192,481.24</u>
	TOTAL	<u>\$4,997,626.80</u>

Payments falling due before April 30, 1984:

<u>Loan No.</u>	<u>Date Due</u>	<u>Interest Amortization and AID Fee</u>
HG-005/008	01/01/84	713,042.29
HG-009(A)	01/01/84	734,648.57
HG-010	02/01/84	787,500.00 *
HG-011	02/01/84	1,615,000.00
HG-009(B)	03/01/84	510,000.00
HG-005/008	04/01/84	<u>713,042.29</u>
	BVP Direct	<u>5,073,233.15</u>
HG-003	01/01/84	45,765.76 *
HG-003	04/01/84	<u>45,989.84 *</u>
	BVP Administration (VIPSE)	<u>91,755.60</u>
	TOTAL	<u>5,164,988.75</u>

\* Estimated Amounts

1/ BVP indicates that the GOP has paid the AID Fee on these loans. This must be confirmed by FM/LMD



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