United States Treaties and Other International Agreements



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IN TWO PARTS

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Contents

Page

List of documents v

Text 1437

Index xi

List of Documents Contained in Part 2 of This Volume

TIAS		Page
2801	*Portugal.* Economic cooperation. Agreement: Signed Mar. 9 and 18, 1953 . . .	1437
2802	*Ethiopia.* Technical cooperation (application to Eritrea). Agreement: Dated Dec. 24, 1952, and Mar. 30, 1953	1443
2803	*Ethiopia.* Technical cooperation (application to Eritrea of program for technical and science education). Agreement: Dated June 19 and 25, 1953	1448
2804	*Ethiopia.* Technical cooperation (program of education). Agreement: Dated June 23 and 25, 1953	1451
2805	*Ethiopia.* Technical cooperation (application to Eritrea of agricultural education program). Agreement: Signed June 25, 1953	1457
2806	*Ethiopia.* Technical cooperation (program of agriculture). Agreement: Dated June 23 and 30, 1953	1459
2807	*Haiti.* U. S. air force mission. Agreement: Signed Jan. 28 and Mar. 2, 1953 . .	1465
2808	*Haiti.* U. S. naval mission. Agreement: Signed Jan. 28 and Mar. 2, 1953 . . .	1468
2809	*Thailand.* U. S. Educational Foundation. Agreement: Dated Jan. 20 and Apr. 7, 1953	1471
2810	*Canada.* Defense (communications facilities in Newfoundland). Agreement: Dated May 1 and July 31, 1953	1474
2811	*Pakistan.* Technical cooperation. Agreement: Signed Mar. 27, 1953	1478
2812	*Saudi Arabia.* Mutual defense assistance (U. S. Military Assistance Advisory Group to Saudi Arabia). Agreement: Signed June 27, 1953	1482
2813	*Venezuela.* Air transport services. Agreement, with annex and exchange of notes: Signed Aug. 14, 1953	1493
2814	*Ethiopia.* Technical cooperation (well drilling under program for water resources development). Agreement: Dated June 27 and 30, 1953	1524
2815, 2816	*United Kingdom.* Economic cooperation. Agreements: Signed Feb. 25, 1953	1528, 1532
2817	*Japan.* Training program in the United States of America for Japanese national safety force officers. Agreement: Signed Mar. 17 and 18, 1953	1541
2818	*Haiti.* Economic cooperation (guaranties). Agreement: Signed Mar. 13 and Apr. 2, 1953	1546
2819	*Jordan.* Technical cooperation (Jordan program). Agreement: Signed Apr. 7, 1953 .	1551

TIAS		Page
2820	*Netherlands and Indonesia.* Mutual aid settlement (release of Netherlands obligations on behalf of Indonesia under agreement of May 28, 1947). Agreement: Signed Sept. 17 and Oct. 15, 1952, and Apr. 8, 1953	1557
2821	*Lebanon.* Technical cooperation program. Agreement: Signed Apr. 14, 1953	1563
2822	*El Salvador.* Agricultural experiment station. Agreement: Signed Apr. 16 and 21, 1953	1566
2823	*El Salvador.* Agricultural experiment station. Agreement: Signed June 30, 1953	1570
2824	*Panama.* Civil aviation mission. Agreement: Signed Apr. 14 and May 8, 1953	1574
2825	*El Salvador.* Army mission. Agreement: Signed May 21, 1953	1579
2826	*Portugal.* Economic cooperation. Agreement: Signed May 22 and 25, 1953	1596
2827	*Colombia.* Technical cooperation (agriculture and natural resources development programs). Agreement: Signed May 25 and June 9, 1953	1601
2828	*Netherlands.* Air transport services (nonassertion of sovereign immunity from suit). Agreement: Signed June 19, 1953	1610
2829	*Liberia.* Technical cooperation (program of agriculture). Agreement, with memorandum of understanding: Signed June 23, 1953	1613
2830	*Liberia.* Technical cooperation (program of education). Agreement, with memorandum of understanding: Signed June 23, 1953	1622
2831	*Multilateral.* General Agreement on Tariffs and Trade. Second protocol of supplementary concessions (Austria and Federal Republic of Germany): Dated Nov. 22, 1952	1631
2832	*Pakistan.* Emergency wheat aid. Agreement: Signed June 25, 1953	1642
2833	*Belgium.* Double taxation (income). Conventions: Signed Oct. 28, 1948, and Sept. 9, 1952; proclaimed Sept. 23, 1953. And exchange of notes: Signed Aug. 7 and Sept. 8, 1952	1647
2834	*Philippines.* Mutual defense assistance. Agreement: Signed June 26, 1953	1682
2835	*Philippines.* Military bases. Agreement: Signed May 29 and June 17, 1953	1693
2836	*Cuba.* Naval mission. Agreement: Signed Apr. 14 and July 2, 1953	1697
2837	*Mexico.* Weather stations (cooperative program in Mexico). Agreement: Signed June 30, 1953	1700
2838	*Cuba.* Weather stations (cooperative program in Cuba). Agreement: Signed June 30, 1953	1705
2839	*Brazil.* Technical cooperation (industrial apprenticeship training program). Agreement: Signed June 29, 1953	1713
2840	*Egypt.* Technical cooperation (agriculture, forestry, and fisheries program). Agreement: Signed May 21, 1953	1716
2841	*Egypt.* Technical cooperation (program of education). Agreement: Signed June 18, 1953	1733
2842	*Egypt.* Technical cooperation (program for public works development). Agreement: Signed Mar. 12, 1953	1746
2843	*Egypt.* Technical cooperation (rural improvement program). Agreement: Signed Mar. 19, 1953	1761

TIAS		Page
2844	*United Kingdom and Thailand.* Disposition of certain accounts in Thailand, under article 16 of Treaty of Peace with Japan. Agreement: Signed July 30, 1953 . .	1778
2845	*Saudi Arabia.* Technical cooperation (public health and disease control program quarantine services for pilgrims). Agreement: Signed June 29, 1953	1781
2846	*Multilateral.* North Atlantic Treaty (status of forces). Agreement, with appendix: Signed June 19, 1951; proclaimed Oct. 27, 1953	1792
2847	*Multilateral.* International recognition of rights in aircraft. Convention: Opened for signature June 19, 1948; proclaimed Sept 30, 1953	1830
2848	*Japan.* Amendment of Article XVII of the administrative agreement under Article III of the security treaty. Protocol, and official minutes: Signed Sept. 29, 1953	1846
2849	*Spain.* Mutual defense assistance. Agreement, with tax relief annex and interpretative note: Signed Sept. 26, 1953	1876
2850	*Spain.* Defense (use of military facilities in Spain). Agreement: Signed Sept. 26, 1953	1895
2851	*Spain.* Economic aid. Agreement, with annex containing interpretative notes: Signed Sept. 26, 1953	1903
2852	*Egypt.* Technical cooperation (public health program). Agreement: Signed June 18, 1953	1928
2853	*Nicaragua.* Rama Road. Agreement: Signed Sept. 2, 1953	1944
2854	*Japan.* Air transport services. Agreement, with schedule: Signed Aug. 11, 1952. And supplementing and amending agreements: Signed Aug. 11, 1952, and Sept. 15, 1953	1948
2855	*Panama.* Technical cooperation (special technical services). Agreement: Signed June 26, 1953	1999
2856	*Afghanistan.* Technical cooperation (program for technical assistance). Agreement: Signed June 30, 1953	2012
2857	*Nicaragua.* Technical cooperation (program of agriculture). Agreement: Signed June 30, 1953	2018
2858	*Belgium.* Relief from double taxation on profits from operation of aircraft. Agreement: Signed July 18, 1953	2030
2859	*France.* Economic cooperation. Agreement: Signed Sept. 11, 1953	2036
2860	*Denmark.* Trade-mark registration. Agreement: Signed June 26 and Oct. 15, 1953 .	2040
2861	*Finland.* Friendship, commerce and consular rights. Protocol: Signed Dec. 4, 1952; proclaimed Nov. 3, 1953	2047
2862	*Multilateral.* Regulation of production and marketing of sugar. Protocol: Signed Aug. 30, 1952; proclaimed Nov. 5, 1953	2056
2863	*Japan.* Friendship, commerce and navigation. Treaty and protocol: Signed Apr. 2, 1953; proclaimed Nov. 4, 1953	2063
2864	*Ethiopia.* Amity and economic relations. Treaty, with exchanges of notes: Signed Sept. 7, 1951; proclaimed Nov. 3, 1953	2134
2865	*Canada.* Navigation (transfer of Loran stations in Newfoundland to the Canadian Government). Agreement: Signed June 26 and 30, 1953	2174

TIAS		Page
2866	*Multilateral.* Whaling. Amendments to schedule to international whaling convention, Dec. 2, 1946: Adopted June 1953	2179
2867	*Chile.* Naval mission. Agreement: Signed Oct. 6 and 26, 1953	2185
2868	*Greece.* Defense (military facilities in Greece). Agreement: Signed Oct. 12, 1953	2189
2869	*Cuba.* U.S. air force mission. Agreement: Signed July 7, Sept. 21, and Oct. 13, 1953	2200
2870	*Union of South Africa.* Air transport services. Agreement: Signed July 21 and Nov. 2, 1953	2205
2871	*Yugoslavia.* Defense (tax relief for offshore procurement and other foreign aid programs). Agreement: Signed July 23, 1953	2208
2872	*Honduras.* Air force mission. Agreement: Signed Oct. 5 and Nov. 23, 1953	2212
2873	*Honduras.* Army mission. Agreement: Signed Oct. 5 and Nov. 23, 1953	2215
2874	*Panama.* Highways (Boyd-Roosevelt Highway). *Modus vivendi* agreement: Signed Aug. 11, and Sept. 14 and 21, 1953	2218
2875	*Canada.* Defense (Haines-Fairbanks oil pipeline installation). Agreement: Signed June 30, 1953	2223
2876	*Nicaragua.* Military mission. Agreement: Signed Nov. 19, 1953	2238
2877	*Netherlands.* Technical cooperation (training grants to Netherlands nationals). Agreement: Signed Oct. 23 and 27, 1953	2254
2878	*Belgium.* Mutual defense assistance. Agreement: Signed Oct. 14, 1953	2260
2879	*Australia.* Double taxation (gifts). Convention: Signed May 14, 1953; proclaimed Dec. 22, 1953	2264
2880	*Australia.* Double taxation (income). Convention: Signed May 14, 1953; proclaimed Dec. 22, 1953	2274
2881	*India.* U.S. educational foundation. Agreement: Signed May 29 and June 24, 1953	2288
2882	*Jordan.* Emergency wheat aid. Agreement: Signed Oct. 14 and 21, 1953	2292
2883	*Bolivia.* Economic assistance. Agreement: Signed Nov. 6, 1953	2297
2884	*Israel.* Economic assistance. Agreement: Signed Nov. 25, 1953	2308
2885	*Multilateral.* General Agreement on Tariffs and Trade. First protocol of rectifications and modifications to the Geneva, Annecy, and Torquay schedules: Signed Oct. 27, 1951	2313
2886	*Multilateral.* General Agreement on Tariffs and Trade. Declaration on the continued application of schedules to agreement of Oct. 30, 1947: Done Oct. 24, 1953	2755
2887	*Multilateral.* Exercise of criminal jurisdiction over United Nations forces in Japan. Protocol and annex with agreed official minutes: Signed Oct. 26, 1953	2766
2888	*Burma.* Technical cooperation (economic development program). Agreement: Signed Oct. 24, 1952	2799
2889	*Pakistan.* Technical cooperation and economic assistance. Agreement: Signed Dec. 28, 1953	2805
2890	*Iran.* Relief supplies and packages (duty-free entry and free inland transportation). Agreement: Dated Sept. 22, Oct. 5 and 13, 1953	2809

TIAS		Page
2891	*Germany.* Return to Federal Republic of Germany of certain German naval vessels allocated to the United States by Tripartite Naval Commission. Agreement, with annex: Signed Aug. 20, 1953	2815
2892	*Cuba.* Air transport services. Agreement, with annex and schedule: Signed May 26, 1953	2837
2893	*Multilateral.* Convention relating to reorganization of international courts of Tangier zone: Dated Nov. 10, 1952	2861
2894	*Peru.* Health and sanitation (additional financial contributions). Agreement: Signed Jan. 30, 1952, and Apr. 9, 1953	2907
2895	*Japan.* Amami Islands (relinquishment by the United States of America to Japan under Article III of Treaty of Peace). Agreement, with annex, exchange of notes, and official minutes: Signed Dec. 24, 1953	2912
2896	*Afghanistan.* Emergency wheat aid. Agreement: Dated Jan. 8, 1953	2941
2897	*Panama.* Health and sanitation (additional financial contributions). Agreement: Signed Feb. 11 and Apr. 9, 1952	2946
2898	*Panama.* Health, welfare and housing. Agreement: Signed June 19, 1953	2951
2899	*Multilateral.* International regulations for preventing collisions at sea, 1948: Approved by the international conference on safety of life at sea, June 10, 1948; proclaimed Aug. 15, 1953	2956

ECONOMIC COOPERATION

TIAS 2801
Mar. 9 and 18,
1953.

Agreement between the UNITED STATES OF AMERICA and PORTUGAL

Amending Agreement of September 28, 1948, as Amended

- Effected by Exchange of Notes
  Signed at Lisbon March 9 and 18, 1953
- Entered into force March 18, 1953

The American Ambassador to the Portuguese Minister of Foreign Affairs

AMERICAN EMBASSY,
No. 801. *Lisbon, March 9, 1953.*

YOUR EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the Economic Cooperation Agreement between the United States of America and Portugal, signed at Lisbon on September 28, 1948, [1] and to the enactment into law of Public Law 400, 82nd Congress, [2] amending the Economic Cooperation Act of 1948 [3] and the Mutual Security Act of 1951. [4] I also have the honor to confirm the understandings reached as a result of these conversations as follows:

1. Whenever reference is made in the said Economic Cooperation Agreement as amended, [5] to the Mutual Security Act of 1951, or to the Economic Cooperation Act of 1948, such reference shall be construed as meaning such acts as heretofore amended.

2. The phrase "five percent of each deposit", appearing in Article IV, paragraph 4 of the said Economic Cooperation Agreement shall be changed to "ten percent of each deposit". The application of this provision shall be in accordance with the provisions set forth in the letter dated October 9, 1952, from the Mutual Security Agency Mission to the Commissao Tecnica de Cooperaçao Economica Externa. The text of the letter of October 9, 1952, is as follows:

"OCTOBER 9, 1952

"ENGº ANTONIO MARIA TOVAR DE LEMOS, *President, Commissao Tecnica de Cooperaçao Economica Externa, Ministry of Finance, Lisbon, Portugal.*

Letter No. 226
File No. Funds, Counterpart

DEAR ENGº TOVAR DE LEMOS:

"The Mutual Security Act of 1952 which was enacted into law on June 20, 1952 provides in part that the portion of the local currency

[1] Treaties and Other International Acts Series 1819; 62 Stat., pt. 3, p. 2856.
[2] 66 Stat. 141.
[3] 62 Stat. 137; 22 U.S.C. §§ 1501–1522.
[4] 65 Stat. 373.
[5] TIAS 2033; 1 UST 169; TIAS 2279; 2 UST 1298.

counterpart account which is allocated to the use of the government of the United States be increased from 5% to 10%.

"The comptroller general of the United States who is head of the general accounting office has ruled that the increase to 10% applies to all counterpart deposits made to match dollar disbursements made against all procurement authorizations and technical assistance authorization (to the extent that counterpart is required with respect to such technical assistance authorization) issued on or after June 20, 1952. With respect to counterpart deposited against authorizations issued prior to June 20, 1952, only 5% shall be allocated to the use of the government of the United States of America.

"We shall keep you informed of decisions which are taken on such questions as the rate at which counterpart shall be deposited with respect to retroactive increases of procurement authorizations, the rate at which counterpart shall be released, when refunds are requested and similar related matters.

"Please accept my compliments.

"Sincerely yours,

s/ JAMES MINOTTO,
Chief, MSA Mission."

In the premises, I have the honor to suggest to Your Excellency that Your Excellency's note in reply, should the Government of Portugal desire to confirm this understanding, together with this note, shall constitute confirmation of these understandings, such agreement to be effective as of the date of Your Excellency's note in reply.

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

CAVENDISH W. CANNON

His Excellency
Dr. PAULO CUNHA,
Minister of Foreign Affairs,
Lisbon.

The Portuguese Minister of Foreign Affairs to the American Ambassador

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

DIRECÇÃO GERAL
DOS
NEGÓCIOS ECONÓMICOS E CONSULARES

LISBOA, *18 de Março de 1953*

SENHOR EMBAIXADOR,

Tenho a honra de acusar a recepção da Nota de Vossa Excelência N°. 301, de 9 do corrente, do teor seguinte:

"EXCELÊNCIA:

Tenho a honra de me referir às conversas que se realizaram recentemente entre representantes dos nosnos dois Governos acêrca do Acordo de Cooperação Económica entre os Estados Unidos da América e Portugal, assinado em Lisboa em 28 de Setembro de 1948, e da promulgação da Lei 400, 82°. Congresso, emendando o Acto de Cooperação Económica de 1948 e o Acto de Segurança Mútua de 1951. Também tenho a honra de confirmar os entendimentos seguintes a que se chegou em resultado dessas conversas:

1. Sempre que se faz qualquer referência no citado Acordo de Cooperação Económica, emendado, ao Acto de Segurança Mútua de 1951, ou ao Acto de Cooperação Económica de 1948, tal referência entender-se-á como se respeitasse a esses actos com todas as modificações introduzidas até o presente.

2. A frase "cinco por cento de cada depósito", que aparece no Artigo IV, parágrafo 4 do dito Acordo de Cooperacao Económica será modificada para "dez por cento de cada depósito". A aplicação desta disposição será feita segundo o que está estabelecido na carta com data de 9 de Outubro de 1952, da Missão da Agência de Segurança Mútua para a Comissão Técnica de Cooperação Económica Externa, cujo texto é do teor seguinte:

"9 DE OUTUBRO DE 1952

"ENG°. ANTÓNIO MARIA TOVAR DE LEMOS, *Presidente,*
Comissão Técnica de Cooperação Económica Externa,
Ministério das Finanças, Carta N° 226
Lisboa, Portugal. Proc° N° Fundos, Contrapartida

CARO ENG°. TOVAR DE LEMOS:

"O Acto de Segurança Mútua de 1952, que foi promulgado em 20 de Junho de 1952, estabelece que a parte do fundo de contrapartida em moeda local, destinada ao uso do Governo dos Estados Unidos seja aumentada de 5% para 10%".

O "comptroller general" dos Estados Unidos, que é o Chefe do Serviço de Contabilidade, estabeleceu que o aumento de 10% é aplicável a todos os depósitos de contrapartida feitos para contrabalançar os gastos de dólares, realizados em virtude de todas as autorizações de compras e autorizações de assistência técnica (até ao montante em que é requerida contrapartida para tais autorizações de assistência técnica) emitidas em, ou depois, de 20 de Junho de 1952. Com respeito a fundos de contrapartida depositados em virtude de autorizações emitidas antes de 20 de Junho de 1952, só 5% serão destinados para uso do Governo dos Estados Unidos da América.

Manteremos Vossa Excelência informado das decisões que forem tomadas sobre tais matérias e nomeadamente às que respeitam ao ritmo ao qual a contrapartida será depositada relativamente aos aumentos retroactivos de autorizações de compra, ao ritmo a que tal contrapartida será libertada, quando forem requeridas restituições, e a outros assuntos semelhantes.

Aceite os meus cumprimentos,

Sinceramente,

a) JAMES MINOTTO
Chefe da Missão MSA"

Nesta conformidade, tenho a honra de sugerir a Vossa Excelência que no caso do Governo português desejar dar a sua concordância ao presente arranjo, a Nota de resposta de Vossa Excelência e esta Nota, constituam a confirmação deste entendimento e que o mesmo entre em vigor a partir da data da resposta de Vossa Excelência.

Queira aceitar Excelência os protestos da minha mais alta consideração.

a) CAVENDISH W. CANNON"

Tenho a honra de informar Vossa Excelência que o Governo português concorda com o conteúdo da Nota de Vossa Excelência e considerará essa Nota e a presente resposta como constituindo um Acordo entre os nossos dois Governos nesta matéria.

Aproveito o ensejo para reiterar a Vossa Excelência, Senhor Embaixador, os protestos da minha mais elevada consideração.

PAULO CUNHA

Sua Excelência
o Senhor CAVENDISH W. CANNON
Embaixador dos Estados Unidos da América
em Lisboa
etc., etc., etc.

Translation

MINISTRY OF FOREIGN AFFAIRS

OFFICE OF ECONOMIC AND CONSULAR AFFAIRS

LISBON, *March 18, 1953*

MR. AMBASSADOR,

I have the honor to acknowledge the receipt of Your Excellency's note No. 301, dated the 9th of this month, the tenor of which is as follows:

[For the English language text of the note, see *ante*, p. 1438.]

I have the honor to inform Your Excellency that the Portuguese Government concurs in the contents of Your Excellency's note and will consider that note and this reply as constituting an agreement between our two Governments in this matter.

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

PAULO CUNHA

His Excellency
CAVENDISH W. CANNON,
Ambassador of the United States of America
in Lisbon, etc.

TECHNICAL COOPERATION

Application to Eritrea

TIAS 2802
Dec. 24, 1952,
and Mar. 30,
1953.

Agreement between the
UNITED STATES OF AMERICA
and ETHIOPIA

- **Effected by Exchange of Notes Dated at Addis Ababa December 24, 1952, and March 30, 1953**
- **Entered into force March 30, 1953**

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The American Embassy to the Ethiopian Ministry of Foreign Affairs

No. 227

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Imperial Ethiopian Government, and has the honor to refer to the General Agreement for Technical Cooperation signed on behalf of the Government of the United States of America and the Imperial Ethiopian Government in Addis Ababa on June 16, 1951,[1] and to the recent Federation of Eritrea with Ethiopia. Inasmuch as Eritrea is now part of the Empire of Ethiopia, the Government of the United States of America assumes that the provisions of the said General Agreement are extended automatically to the territory of Eritrea.

The Government of the United States of America expresses its willingness to make a financial contribution in order to extend the activities of the technical cooperation program to Eritrea. The Government of the United States is prepared at this time to make available an initial contribution of $50,000 in currency of the United States for expenditure in Eritrea, to defray in part the cost of such activities, providing the Imperial Ethiopian Government similarly expresses its willingness to make a contribution for co-operative activities in Eritrea, and agrees to make an additional contribution of a specified amount in the currency of Ethiopia for expenditure in Eritrea. It is understood that the funds contributed by either government shall be available for expenditure only to the extent that an equal amount has been contributed by the other government.

It is further understood that specific activities or projects will be carried out in accordance with detailed plans to be developed and agreed upon. The Government of the United States is prepared to designate an official representative of the Technical Cooperation Administration, to be established in Asmara and to be subordinate of the United States Director of Technical Cooperation for Ethiopia, who will be authorized to participate locally on behalf of the Director in jointly planning and supervising cooperative activities in Eritrea. It is suggested that the said United States representative in Eritrea and appropriate local representatives of the Imperial Ethiopian Government jointly prepare recommendations for technical cooperation activities to be undertaken in Eritrea. When such recommendations

[1] Treaties and Other International Acts Series 2271; 2 UST 1227.

are received and approved jointly by the Imperial Ethiopian Government and the United States Director of Technical Cooperation, decisions can then be made as to the best manner in which bi-lateral agreements should provide for or authorize the desired activities.

The Embassy avails itself of this opportunity to renew to the Ministry the assurance of its highest consideration.

JRC

AMERICAN EMBASSY,
Addis Ababa, December 24, 1952.

The Ethiopian Ministry of Foreign Affairs to the American Embassy

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አዲስ አበባ *24th December, 1952.*
Addis Ababa.

MINISTRY OF FOREIGN AFFAIRS

No. 39-3B-45.

The Ministry of Foreign Affairs of the Imperial Ethiopian Government present their compliments to the Embassy of the United States of America, and have the honour to refer to the Embassy's Note N° 227 regarding the General Agreement for Technical Cooperation signed 16th June, 1951. The Government of the United States of America are correct in assuming that the provisions of the said General Agreement are extended to the territory of Eritrea.

The Ministry of Foreign Affairs of the Imperial Ethiopian Government express their appreciation of the willingness of the Government of the United States of America to participate in a program of development of economic resources and productive capacities in Eritrea, and further express their desire to negotiate an agreement as to the obligations to be assumed by the two Governments in the operation of such a program.

The Ministry of Foreign Affairs avail themselves of this opportunity to renew to the Embassy of the United States of America the assurances of their high consideration.

[SEAL] AMBAYE

THE EMBASSY OF THE UNITED STATES OF AMERICA,
Addis Ababa.

The Ethiopian Ministry of Foreign Affairs to the American Embassy

MINISTRY OF FOREIGN AFFAIRS

ADDIS ABABA
30th March, 1953.

No. 59-3B-45

The Ministry of Foreign Affairs of the Imperial Ethiopian Government present their compliments to the Embassy of the United States of America and have the honour to refer to the Embassy's Note No. 227 and to the Ministry's reply No. 39-3B-45 regarding the extension of the Technical Cooperation Program to the Territory of Eritrea, and to the Embassy's Note No. 233 of January 2, 1953,[1] concerning a further draft agreement for a program in Eritrea.

After further study and discussion with the U. S. Director of Technical Cooperation in Ethiopia it now appears that Technical Cooperation projects in Eritrea can be administered effectively on a functional basis under Agreements and Joint Funds already existing or to be negotiated, and that no agreement for a specific geographic area is required.

In the Embassy's Note No. 227 it was indicated that the Government of the United States is prepared to make an initial contribution of $50,000 in currency of the United States by reason of the extension of the Program to Eritrea, and that the Government of the United States would designate an official representative to act in Eritrea, on behalf of the U. S. Director of Technical Cooperation in Ethiopia, in connection with the preparation of recommendations for projects, and the administration of joint activities.

The Imperial Ethiopian Government is prepared to designate an official representative in Eritrea for Technical Cooperation activities. It is understood that recommendations submitted jointly by the representatives of our two governments in Eritrea will be referred to the appropriate Joint Fund Co-Directors depending upon the field of work involved. When specific projects and project budgets are approved, the Co-Directors will delegate to the representatives in Eritrea the responsibility for project execution, requiring reports as necessary.

The Imperial Ethiopian Government is prepared to make an initial matching contribution of $125,000 in currency of Ethiopia by reason of the extension of the Technical Cooperation Program in Eritrea. It is understood that these funds as well as the funds contributed by the United States Government will be deposited to Ethiopian-American Joint Funds, the exact distribution of such deposits to be determined as specific work projects are approved.

[1] Not printed.

The Ministry of Foreign Affairs avail themselves of this opportunity to renew to the Embassy of the United States of America the assurances of their high consideration.

[SEAL] AMBAYE

THE EMBASSY OF THE UNITED STATES OF AMERICA.
Addis Ababa.

TIAS 2803
June 19 and
25, 1953.

TECHNICAL COOPERATION

Application to Eritrea of Program for Technical and Science Education

Agreement between the
UNITED STATES OF AMERICA
and ETHIOPIA

- Effected by Exchange of Notes Dated at Addis Ababa June 19 and 25, 1953
- Entered into force June 25, 1953

The American Embassy to the Ethiopian Ministry of Foreign Affairs

AMERICAN EMBASSY,
No. 242 *Addis Ababa, June 19, 1953.*

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Imperial Ethiopian Government and has the honor to refer to the Embassy's note No. 141 of June 17, 1952, and to the Ministry's reply No. 378–1–44 of June 18, 1952,[1] in which our two Governments agree to cooperate in a program of Technical and Science Education in schools of secondary and elementary levels, and to the Exchange of Notes between our Governments dated December 24, 1952, and March 30, 1953,[2] in which our Governments expressed their mutual understanding that the provisions of the General Agreement for Technical Cooperation signed at Addis Ababa on June 16, 1951,[3] are extended automatically to Eritrea.

The Government of the United States, being agreeable to the extension of the Cooperative Program for Technical and Science Education, further agrees that, in addition to the obligations which it previously has agreed to assume, it shall deposit to the credit of the Technical and Science Education Joint Fund the sum of $40,700 (forty-thousand seven hundred dollars) in the currency of the United States of America.

In addition to the obligations which the Imperial Ethiopian Government has agreed to assume, the Imperial Ethiopian Government shall deposit to the credit of the Technical and Science Education Joint Fund the sum of $101,750 (One-hundred and one thousand seven hundred and fifty dollars) in the currency of Ethiopia.

Upon receipt of a note from the Ministry of Foreign Affairs indicating that the foregoing arrangements are acceptable to the Imperial Ethiopian Government, the Government of the United States of America will take the necessary steps to fulfill its obligations under this agreement.

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

AMERICAN EMBASSY,
Addis Ababa, June 19, 1953.

[1] Treaties and Other International Acts Series 2661; 3 UST, pt. 4, p. 4888.
[2] TIAS 2802; *ante* p. 1443.
[3] TIAS 2271; 2 UST 1227.

The Ethiopian Ministry of Foreign Affairs to the American Embassy

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MINISTRY OF FOREIGN AFFAIRS

አዲስ ፡ አበባ ፡
Addis Ababa. *25th June, 1953.*

No. 4909/24/45

The Ministry of Foreign Affairs present their compliments to the Embassy of the United States of America and have the honour to refer to the Embassy's Note No. 242, of 19th June, 1953, concerning the extension of the cooperative program for Technical and Science Education to Eritrea.

The Ministry have to confirm the agreement of the Imperial Ethiopian Government in the terms of the Note under reference as follows:

The Government of the United States, being agreeable to the extension of the Cooperative Program for Technical and Science Education, further agree that, in addition to the obligations which they previously have agreed to assume, they shall deposit to the credit of the Technical and Science Education Joint Fund the sum of $40,700 (Forty Thousand Seven Hundred Dollars) in the currency of the United States of America.

In addition to the obligations which the Imperial Ethiopian Government have agreed to assume, the Imperial Ethiopian Government shall deposit to the credit of the Technical and Science Education Joint Fund the sum of $101,750 (One Hundred and One Thousand Seven Hundred and Fifty Dollars) in the currency of Ethiopia.

The Ministry of Foreign Affairs avail themselfes of this opportunity to renew to the Embassy of the United States of America the assurance of their high consideration.

[SEAL]

THE EMBASSY OF THE UNITED STATES OF AMERICA
Addis Ababa

TECHNICAL COOPERATION

TIAS 2804
June 23 and
25, 1953.

Program of Education

Agreement between the
UNITED STATES OF AMERICA
and ETHIOPIA

Superseding and Replacing Agreement
of June 17 and 18, 1952

- Effected by Exchange of Notes
Dated at Addis Ababa June 23
and 25, 1953
- Entered into force June 25, 1953

The American Embassy to the Ethiopian Ministry of Foreign Affairs

AMERICAN EMBASSY,
No. 250 *Addis Ababa, June 23, 1953.*

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Imperial Government of Ethiopia and has the honor to refer to the General Agreement for Technical Cooperation, signed on behalf of the Government of the United States of America and the Government of Ethiopia at Addis Ababa, June 16, 1951, [1] and to the request of the Government of Ethiopia that the two Governments cooperate in a program of education, which program will be governed by the terms and conditions of the said General Agreement.

The Government of the United States is agreeable to the initiation of the program for the promotion of fifteen additional elementary schools to secondary schools in the provinces of Ethiopia.

The Government of the United States will select and assign such technical experts and specialists in education as may be required and mutually agreed upon in accordance with procedures set forth below. Such technicians will provide professional and advisory services, will train Ethiopian personnel, and will assist in carrying out cooperative activities in educational development.

The Government of the United States of America will pay the salaries and allowances of technicians assigned to Ethiopia, including cost of their international travel and the costs of certain equipment, supplies, and facilities as determined by the Technical Cooperation Administration.

It is understood that the Imperial Ethiopian Government, at its expense, will pay the cost of or will make available to the technicians for the program of technical cooperation in the above field, such land and buildings, including office space, laboratories, workshops, etc., facilities, equipment, supplies and materials, secretarial and translation and other personnel services as may be agreed necessary for effectively carrying out the technical cooperation program. It is further understood that the Imperial Ethiopian Government, at its expense, will assign from time to time such persons from appropriate government offices or professional groups and such appropriate personnel for training purposes as may be required to meet

[1] Treaties and Other International Acts Series 2271; 2 UST 1227.

the objectives of the program in the above field and will facilitate to such technicians assigned by the United States of America necessary information and data required for the discharge of their duties.

The Government of the United States, in addition to the obligations which it agrees to assume in preceding paragraphs of this agreement, shall deposit to the credit of a joint fund for education the sum of $100,000 (One-hundred thousand dollars) in the currency of the United States of America. In addition to the obligations which the Imperial Ethiopian Government agrees to assume in preceding paragraphs, the Imperial Ethiopian Government shall deposit to the credit of such joint fund the sum of $625,000 (Six-hundred twenty-five thousand dollars) in the currency of Ethiopia. These deposits shall be made in such installments and at such times as the Vice-Minister of Education and the U. S. Director of Technical Cooperation in Ethiopia shall agree.

In addition to the deposits to the joint fund provided for above, it is understood that the present balance remaining in the joint fund for Technical and Science Education established under the exchange of notes between our Governments, dated June 17, and June 18, 1952, [1] for a cooperative program in Technical and Science Education, shall be transferred to the Ethiopian-American Joint Fund for Education herein established.

All matters pertaining to this agreement relating to general policies, organizational requirements, equipment needs and expenditures from the Joint Fund shall be jointly determined by the Vice-Minister of Education and the United States Director of Technical Cooperation in Ethiopia or by their duly authorized representatives. Such joint determination shall not extend to ordinary operation and management of the schools involved.

It is understood that this Agreement for a Cooperative Program of Education supercedes and replaces the exchange of notes between our Governments, dated June 17 and June 18, 1952, providing for a Cooperative Program in Technical and Science Education in schools of a secondary and elementary level.

Such arrangements will be effective on the date of the Ministry's reply concurring herewith and shall remain in force through December 31, 1960, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement for the period from June 30, 1953, through December 31, 1960, shall be subject to the availability of appropriations to both parties for the purposes of the program.

[1] Treaties and Other International Acts Series 2661; 3 UST, pt. 4, p. 4888.

The Embassy avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurance of its highest consideration.

AMERICAN EMBASSY,
Addis Ababa, June 23, 1953

The Ethiopian Ministry of Foreign Affairs to the American Embassy

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MINISTRY OF FOREIGN AFFAIRS

አዲስ አበባ
Addis Ababa, *June 25, 1953*

No. 4916/24/45

The Ministry of Foreign Affairs present their compliments to the Embassy of the United States of America and have the honor to refer to the Embassy's note No. 250 of June 23, 1953, in which reference is made to the General Agreement for Technical Cooperation, signed on behalf of the Imperial Ethiopian Government and the Government of the United States of America at Addis Ababa, 16th June 1951, and to the request of the Imperial Ethiopian Government that the two Governments cooperate in a program of education which will be governed by the terms and conditions of the said General Agreement.

The Ministry are pleased to communicate this Agreement of the Imperial Ethiopian Government to the terms of the Embassy's note No. 250 of June 23, 1953, namely:

The Government of the United States is agreeable to the initiation of the program for the promotion of fifteen additional elementary schools to secondary schools in the provinces of Ethiopia.

The Government of the United States will select and assign such technical experts and specialists in education as may be required and mutually agreed upon in accordance with procedures set forth below. Such technicians will provide professional and advisory services, will train Ethiopian personnel, and will assist in carrying out cooperative activities in educational development.

The Government of the United States of America will pay the salaries and allowances of technicians assigned to Ethiopia, including cost of their international travel and the costs of certain equipment,

supplies, and facilities as determined by the Technical Cooperation Administration.

It is understood that the Imperial Ethiopian Government, at its expense, will pay the cost of or will make available to the technicians for the program of technical cooperation in the above field, such land and buildings, including office space, laboratories, workshops, etc., facilities, equipment, supplies and materials, secretarial and translation and other personnel services as may be agreed necessary for effectively carrying out the technical cooperation program. It is further understood that the Imperial Ethiopian Government, at its expense, will assign from time to time such persons from appropriate government offices or professional groups and such appropriate personnel for training purposes as may be required to meet the objectives of the program in the above field and will facilitate to such technicians assigned by the United States of America necessary information and data required for the discharge of their duties.

The Government of the United States, in addition to the obligations which it agrees to assume in preceding paragraphs of this agreement, shall deposit to the credit of a joint fund for education the sum of $100,000 (One-hundred thousand dollars) in the currency of the United States of America. In addition to the obligations which the Imperial Ethiopian Government agrees to assume in preceding paragraphs, the Imperial Ethiopian Government shall deposit to the credit of such joint fund the sum of $625,000 (Six-hundred twenty-five thousand dollars) in the currency of Ethiopia. These deposits shall be made in such installments and at such times as the Vice-Minister of Education and the U. S. Director of Technical Cooperation in Ethiopia shall agree.

In addition to the deposits to the joint fund provided for above, it is understood that the present balance remaining in the joint fund for Technical and Science Education established under the exchange of notes between our Governments, dated June 17, and June 18, 1952, for a cooperative program in Technical and Science Education, shall be transferred to the Ethiopian-American Joint Fund for Education herein established.

All matters pertaining to this agreement relating to general policies, organizational requirements, equipment needs and expenditures from the Joint Fund shall be jointly determined by the Vice-Minister of Education and the United States Director of Technical Cooperation in Ethiopia or by their duly authorized representatives. Such joint determination shall not extend to ordinary operation and management of the schools involved.

It is understood that this Agreement for a Cooperative Program of Education supercedes and replaces the exchange of notes between our Governments, dated June 17 and June 18, 1952, providing for a Cooperative Program in Technical and Science Education in schools of a secondary and elementary level.

Such arrangements will be effective on the date of the Ministry's reply concurring herewith and shall remain in force through December 31, 1960, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement for the period from June 30, 1953, through December 31, 1960, shall be subject to the availability of appropriations to both parties for the purposes of the program.

The Ministry of Foreign Affairs avail themselves of this opportunity to renew to the Embassy the assurance of their high consideration.

[SEAL]

AMERICAN EMBASSY,
Addis Ababa, June, 25, 1953.

TECHNICAL COOPERATION

TIAS 2805
June 25, 1953.

Application to Eritrea of Agricultural Education Program

Agreement between the
UNITED STATES OF AMERICA
and ETHIOPIA

- Signed at Addis Ababa June 25, 1953
- Entered into force June 25, 1953

FIRST AMENDMENT TO THE PROGRAM FOR AGRICULTURAL EDUCATION

In view of the mutual understanding between the Government of the United States of America and the Imperial Ethiopian Government to extend the General Agreement for Technical Cooperation to Eritrea, as expressed in an exchange of notes dated December 24, 1952, and March 30, 1953, [1] the two Governments have agreed as follows:

1. Pursuant to the request of the Imperial Ethiopian Government, the Government of the United States of America is agreeable to the extension in the application of the Agreement for a cooperative Agricultural Education Program, entered into between the two Governments on the 15th day of May, 1952, [2] with respect to agricultural education, research and extension work.

2. The Government of the United States agrees that, in addition to the obligations which it previously has agreed to assume, it shall deposit to the credit of the Joint Fund, established for the cooperative Agricultural Education Program, the sum of $7,500 (Seven-thousand five-hundred dollars) in currency of the United States of America.

3. In addition to the obligations which the Imperial Ethiopian Government previously has agreed to assume, the Imperial Ethiopian Government shall deposit to the credit of such Joint Fund the sum of $18,750 (Eighteen-thousand seven-hundred and fifty dollars) in the currency of Ethiopia.

ADDIS ABABA, *June 25, 1953*,

R. D. GATEWOOD	H. ALEMAYEHOU [SEAL]
R. D. Gatewood, *Charge d' Affaires, a.i.*	Ato Haddis Alemayehou *Vice Minister of Foreign Affairs*
FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE IMPERIAL ETHIOPIAN GOVERNMENT

[SEAL]

[1] Treaties and Other International Acts Series 2802; *ante* p. 1443.
[2] TIAS 2660; 3 UST, pt. 4, p. 4874.

TECHNICAL COOPERATION

TIAS 2806
June 23 and
30, 1953.

Program of Agriculture

Agreement between the
UNITED STATES OF AMERICA
and ETHIOPIA

- Effected by Exchange of Notes
  Dated at Addis Ababa June 23 and 30, 1953
- Entered into force June 30, 1953

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The American Embassy to the Ethiopian Ministry of Foreign Affairs

AMERICAN EMBASSY,
Addis Ababa, June 23, 1953.

No. 249

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Imperial Government of Ethiopia and has the honor to refer to the General Agreement for Technical Cooperation, signed on behalf of the Government of the United States of America and the Government of Ethiopia at Addis Ababa, June 16, 1951, [1] and to the request of the Government of Ethiopia that the two Governments cooperate in a program of agriculture, which program will be governed by the terms and conditions of the said General Agreement.

The Government of the United States being agreeable to the initiation of this program of cooperation to facilitate the further development of agriculture in Ethiopia will select and assign such technical experts and specialists in agriculture as may be required and mutually agreed upon. Such technicians will provide professional and advisory services, will train Ethiopian personnel, and will assist in carrying out cooperative activities in agricultural development.

The Government of the United States of America will pay the salaries and allowances of technicians assigned to Ethiopia, including costs of their international travel and the cost of certain equipment, supplies, and facilities as determined by the Technical Cooperation Administration.

The Imperial Ethiopian Government may at its own expense, pursuant to agreement between the Minister and the Director: a) appoint specialists and other necessary personnel to collaborate with the United States specialists; b) make available such office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies and services as it can provide; c) make available the general assistance of other governmental agencies of the Imperial Ethiopian Government for carrying out the cooperative program of agriculture.

To carry out the purposes of cooperative program, there shall be established under the Ministry of Agriculture an agency to be known

[1] Treaties and Other International Acts Series 2271; 2 UST 1227.

as the Agricultural Cooperative Service (hereinafter referred to as the "Service"). The Minister of Agriculture of Ethiopia shall appoint a chief of the Service. The Service shall be responsible under the supervision of the Minister of Agriculture for administrating this cooperative program of agriculture.

The Government of the United States of America and the Imperial Ethiopian Government, in addition to the obligations which they agree to assume in the above paragraph, shall make equal cash contributions which will be deposited to the credit of the Service. The amount of these contributions will be fixed in the supplementary agreements which will be made from time to time between the Minister and the Director, to define the program of work of the different activities of cooperation in agricultural development. These deposits shall be made by the two Governments in their respective currency in such installments and at such time as the Minister of Agriculture and the United States Director of Technical Cooperation in Ethiopia shall agree. The Supplementary agreements will include a detailed budget for carrying out the relative activity.

It is understood that the Service shall administer the program of cattle vaccination against rinderpest, that it shall develop and administer a plant protection program including locust control, that it shall develop one or more rural agricultural improvement controls, and carry on such other activities as the Minister and the Director may agree. It is further understood that the question of priority among the above mentioned fields of activities will be determined by the Minister in the light of urgency of the needs and availability of funds.

All matters relating to the general policies, personnel and organizational requirements, and equipment needs of the Service shall be jointly approved by the Minister and the Director or by their duly authorized representatives.

This agreement will be effective on the date of the Ministry's reply concurring herewith, and shall remain in force through December 31, 1960, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of both Governments for the period from June 30, 1953, through December 31, 1960, shall be subject to the availability of appropriations for the purposes of the program.

The Embassy avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurance of its highest consideration.

[SEAL]

RDG

AMERICAN EMBASSY,
Addis Ababa, June 23, 1953.

The Ethiopian Ministry of Foreign Affairs to the American Embassy

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MINISTRY OF FOREIGN AFFAIRS

አዲስ ፡ አበባ ፡ Addis Ababa, *30th June, 1953.*

No. 4933/24/45

The Ministry of Foreign Affairs of the Imperial Government of Ethiopia present their compliments to the Embassy of the United States of America and have the honour to refer to the Embassy's Note N° 249 of June 23, 1953, concerning the General Agreement for Technical Cooperation, signed on behalf of the Government of Ethiopia and the Government of the United States of America at Addis Ababa, June 16, 1951, and the request of the Government of Ethiopia that the two Governments cooperate in a program of agriculture, which program will be governed by the terms and conditions of the said General Agreement.

The Ministry are pleased to communicate this Agreement of the Imperial Ethiopian Government to the terms of the Embassy's Note N° 249 of June 23, 1953, namely:

"The Government of the United States being agreeable to the initiation of this program of cooperation to facilitate the further development of agriculture in Ethiopia will select and assign such technical experts and specialists in agriculture as may be required and mutually agreed upon. Such technicians will provide professional and advisory services, will train Ethiopian personnel, and will assist in carrying out cooperative activities in agricultural development.

The Government of the United States of America will pay the salaries and allowances of technicians assigned to Ethiopia, including costs of their international travel and the cost of certain equipment, supplies, and facilities as determined by the Technical Cooperation Administration.

The Imperial Ethiopian Government may at its own expense, pursuant to agreement between the Minister and the Director: a) ap-

point specialists and other necessary personnel to collaborate with the United States specialists; b) make available such office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies and services as it can provide; c) make available the general assistance of other governmental agencies of the Imperial Ethiopian Government for carrying out the cooperative program of agriculture.

To carry out the purposes of cooperative program, there shall be established under the Ministry of Agriculture an agency to be known as the Agricultural Cooperative Service (hereinafter referred to as the "Service"). The Minister of Agriculture of Ethiopia shall appoint a chief of the Service. The Service shall be responsible under the supervision of the Minister of Agriculture for administrating this cooperative program of agriculture.

The Government of the United States of America and the Imperial Ethiopian Government, in addition to the obligations which they agree to assume in the above paragraph, shall make equal cash contributions which will be deposited to the credit of the Service. The amount of these contributions will be fixed in the supplementary agreements which will be made from time to time between the Minister and the Director, to define the program of work of the different activities of cooperation in agricultural development. These deposits shall be made by the two Governments in their respective currency in such installments and at such time as the Minister of Agriculture and the United States Director of Technical Cooperation in Ethiopia shall agree. The Supplementary agreements will include a detailed budget for carrying out the relative activity.

It is understood that the Service shall administer the program of cattle vaccination against rinderpest, that it shall develop and administer a plant protection program including locust control, that it shall develop one or more rural agricultural improvement controls, and carry on such other activities as the Minister and the Director may agree. It is further understood that the question of priority among the above mentioned fields of activities will be determined by the Minister in the light of urgency of the needs and availability of funds.

All matters relating to the general policies, personnel and organizational requirements, and equipment needs of the Service shall be jointly approved by the Minister and the Director or by their duly authorized representatives.

This agreement will be effective on the date of the Ministry's reply concurring herewith, and shall remain in force through December 31, 1960, or untill three months after either Government shall have given

notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of both Governments for the period from June 30, 1953, through December 31, 1960, shall be subject to the availability of appropriations for the purposes of the program."

The Ministry of Foreign Affairs of the Imperial Government of Ethiopia avail themselves of this opportunity to renew to the Embassy of the United States of America the assurance of their highest consideration.

THE EMBASSY OF THE UNITED STATES OF AMERICA,
Addis Ababa.

[SEAL]

UNITED STATES AIR FORCE MISSION TO HAITI

TIAS 2807
Jan. 28 and
Mar. 2, 1953.

Agreement between the UNITED STATES OF AMERICA and HAITI

Extending Agreement of January 4, 1949

- Effected by Exchange of Notes Signed at Washington January 28 and March 2, 1953
- Entered into force March 2, 1953; operative retroactively January 4, 1953

The Haitian Ambassador to the Secretary of State

AMBASSADE D'HAITI
WASHINGTON

LE 28 JANVIER 1953.

MONSIEUR LE SECRÉTAIRE D'ETAT,

Me référant à la correspondance échangée entre la Secrétairerie d'Etat des Relations Extérieures et l'Ambassade des Etats-Unis d'Amérique à Port-au-Prince au sujet du renouvellement de l'Accord du 4 Janvier 1949 pour l'envoi en Haiti d'une Mission Aérienne Américaine, j'ai l'honneur, au nom de mon Gouvernement, de solliciter la prolongation de cet Accord pour une nouvelle période de quatre années.

J'ai l'honneur de suggérer, en outre, que la présente Note et la réponse que vous y ferez soient considérées comme constituant un Accord entre les deux Gouvernements à cet égard.

Je saisis cette occasion pour vous renouveler, Monsieur le Secrétaire d'Etat, les assurances de ma très haute considération.

JACQUES LÉGER

Honorable JOHN FOSTER DULLES,
Secrétaire d'Etat des Etats-Unis d'Amérique,
Departement d'Etat
Washington, D. C.

Translation

EMBASSY OF HAITI
WASHINGTON

JANUARY 28, 1953.

MR. SECRETARY,

In reference to the correspondence between the Department of State for Foreign Relations and the American Embassy in Port-au-Prince concerning the renewal of the American Aviation Mission Agreement of January 4, 1949, [1] I have the honor, on behalf of my Government, to request the extension of this Agreement for another four-year period.

I have the honor to suggest, furthermore, that the present note and your reply be regarded as constituting an Agreement between the two Governments on this matter.

[1] Treaties and Other International Acts Series 1863; 63 Stat., pt. 3, p. 2311.

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

JACQUES LÉGER

The Honorable
JOHN FOSTER DULLES,
Secretary of State of the
United States of America,
Department of State,
Washington, D. C.

The Secretary of State to the Haitian Ambassador

DEPARTMENT OF STATE
WASHINGTON
March 2 1953

EXCELLENCY:

I have the honor to refer to your note of January 28, 1953, in which was conveyed the request of your Government for the renewal of the Agreement between the Governments of the Republic of Haiti and the United States of America providing for the assignment of the United States Air Force Mission to Haiti entered into on January 4, 1949.

I note that your Government desires to renew this Agreement for a period of four years, the renewal to commence upon the termination of the present Agreement on January 4, 1953. I am pleased to inform you that this arrangement is agreeable to this Government, notwithstanding the provision of Title I, Article 3, of the Agreement now in force.

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

For the Secretary of State:
THOMAS C. MANN

His Excellency
JACQUES LÉGER,
Ambassador of Haiti.

TIAS 2808
Jan. 28 and
Mar. 2, 1953.

UNITED STATES NAVAL MISSION TO HAITI

Agreement between the
UNITED STATES OF AMERICA
and HAITI

Extending Agreement of April 14, 1949

- Effected by Exchange of Notes
  Signed at Washington January 28 and
  March 2, 1953
- Entered into force March 2, 1953

The Haitian Ambassador to the Secretary of State

AMBASSADE D'HAITI
WASHINGTON

LE 28 JANVIER 1953.

MONSIEUR LE SECRÉTAIRE D'ETAT,

Me référant à la correspondance échangée entre la Secrétairerie d'Etat des Relations Extérieures et l'Ambassade des Etats-Unis d'Amérique à Port-au-Prince au sujet du renouvellement de l'Accord du 14 Avril 1949 pour l'envoi en Haiti d'une Mission Navale Américaine, j'ai l'honneur, au nom de mon Gouvernement, de solliciter la prolongation de cet Accord pour une nouvelle période de quatre années.

J'ai l'honneur de suggérer, en outre, que la présente Note et la réponse que vous y ferez soient considérées comme constituant un Accord entre les deux Gouvernements à cet égard.

Je saisis cette occasion pour vous renouveler, Monsieur le Secrétaire d'Etat, les assurances de ma très haute considération.

JACQUES LÉGER

Honorable JOHN FOSTER DULLES,
Secrétaire d'Etat des Etats-Unis d'Amérique,
Departement d'Etat
Washington, D. C.

Translation

EMBASSY OF HAITI
WASHINGTON

JANUARY 28, 1953.

MR. SECRETARY,

In reference to the correspondence between the Department of State for Foreign Relations and the American Embassy in Port-au-Prince concerning the renewal of the American Naval Mission Agreement of April 14, 1949, [1] I have the honor, on behalf of my Government, to request the extension of this Agreement for another period of four years.

[1] Treaties and Other International Acts Series 1907; 63 Stat., pt. 3, p. 2386.

I have the honor to suggest, furthermore, that the present note and your reply be regarded as constituting an Agreement between the two Governments on this matter.

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

JACQUES LÉGER

The Honorable
JOHN FOSTER DULLES,
Secretary of State of the
United States of America,
Department of State,
Washington, D. C.

The Secretary of State to the Haitian Ambassador

DEPARTMENT OF STATE
WASHINGTON
March 2 1953

EXCELLENCY:

I have the honor to refer to your note of January 28, 1953, in which you conveyed the request of your Government for the renewal of the Agreement between the Governments of the Republic of Haiti and the United States of America providing for the assignment of the United States Naval Mission to Haiti entered into on April 14, 1949.

I note that your Government desires to renew this Agreement for a period of four years, the renewal to commence upon the termination of the present Agreement on April 14, 1953. I am pleased to inform you that this arrangement is agreeable to the Government of the United States of America.

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

For the Secretary of State:
THOMAS C. MANN

His Excellency
JACQUES LÉGER,
Ambassador of Haiti.

UNITED STATES EDUCATIONAL FOUNDATION IN THAILAND

TIAS 2809
Jan. 20 and
Apr. 7, 1953.

Agreement between the UNITED STATES OF AMERICA and THAILAND

Amending Agreement of July 1, 1950

- Effected by Exchange of Notes Dated at Bangkok January 20 and April 7, 1953
- Entered into force April 7, 1953

The American Embassy to the Thai Ministry of Foreign Affairs

No. 1038

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to Article 8 and Article 12 of the Agreement between the Government of the United States of America and the Government of Thailand for Financing Certain Educational Exchange Programs.[1] Article 8 pertains, in part, to the total amount of currency the Government of Thailand shall make available during any single calendar year. Article 12 states that the Agreement may be amended by the exchange of diplomatic notes between the two governments.

As the program of the United States Educational (Fulbright) Foundation in Thailand is now well established and appears to have proven successful in fulfilling the purposes of the Agreement, the Government of the United States of America proposes that Article 8 of the Agreement be amended so that the Government of Thailand make available each year an additional sum the equivalent of $30,000 so that the activities of the Foundation may be extended, within the present framework, in furtherance of the purposes of the Agreement. The proposed additional sum for each year would not alter the total amount to be paid under the terms of the Agreement.

The Government of the United States of America trusts that the Government of Thailand will in the near future be able to advise the Embassy of the United States of America of a decision with regard to this proposal.

AMERICAN EMBASSY,
Bangkok, January 20, 1953.

The Thai Ministry of Foreign Affairs to the American Embassy

No. 6834/2496

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. 1038 dated the 20th January, 1953, stating that the Government of the United States of America proposes that Article 8 of the Agreement between the Government of the United

[1] Treaties and Other International Acts Series 2095; 1 UST 529.

States of America and the Government of Thailand for Financing Certain Educational Exchange Programs be amended so that the Government of Thailand make available each year an additional sum the equivalent of $30,000 so that the activities of the Foundation may be extended, within the present framework, in furtherance of the purposes of the Agreement, and that the proposed additional sum for each year would not alter the total amount to be paid under the terms of the Agreement.

In reply, the Ministry of Foreign Affairs begs to inform the Embassy of the United States of America that His Majesty's Government is agreeable to the above proposal, and Article 8 of the Agreement will thus read as follows:

"The Government of Thailand shall, as and when requested by the Government of the United States of America for purposes of this agreement, make available for deposit in Thailand in an account in the name of the Treasurer of the United States of America, amounts of currency of the Government of Thailand up to an aggregate amount equivalent to $1,000,000 (United States currency) provided, however, that in no event shall a total amount of the currency of the Government of Thailand in excess of the equivalent of $230,000 (United States currency) be made available during any single calendar year.

The rate of exchange between currency of the Government of Thailand and United States currency to be used in determining the amount of currency of the Government of Thailand to be so deposited, shall be the rate established pursuant to the provisions of Article 6, c. of Supplement No. 2 of the Sales Contract.[1]

The Secretary of State of the United States of America will make available for expenditure as authorized by the Foundation currency of the Government of Thailand in such amounts as may be required for the purposes of this agreement but in no event in excess of the budgetary limitation established pursuant to Article 3 of the present agreement."

MINISTRY OF FOREIGN AFFAIRS,
SARANROM PALACE,
7th April, 1953.
[SEAL]

[1] Not printed.

TIAS 2810
May 1, and
July 31, 1953.

DEFENSE

Communications Facilities in Newfoundland

Agreement between the
UNITED STATES OF AMERICA
and CANADA

Amending Agreement of
November 4 and 8, 1952

- Effected by Exchange of Notes
  Dated at Ottawa May 1 and
  July 31, 1953
- Entered into force July 31, 1953

The American Chargé d'Affaires ad interim to the Canadian Secretary of State for External Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 237

The Charge d'Affaires ad interim of the United States of America presents his compliments to His Excellency the Secretary of State for External Affairs and has the honor to refer to the exchange of Notes of November 4 and November 8, 1952 [1] between the United States and Canada regarding communication facilities in the vicinity of Stephenville, Newfoundland. The United States Department of State has now been informed by the United States Air Force that the original descriptions of areas No. 1 and No. 2, which were contained in the Embassy Note No. 70 of November 4, were incorrect owing to faulty maps of the area. Consequently, there are enclosed revised descriptions and surveys for the remote receiver site and remote transmitter site in the vicinity of Stephenville. The description of the land for the unattended microwave relay station contained in the annex of the Embassy's Note has been verified by the United States Air Force and is accurate.

If this procedure is agreeable to the Canadian Government, this note with its enclosures shall represent an amendment to Embassy Note No. 70 of November 4, 1952.

Enclosures:

1. Description of Remote Receiver Site, Harmon AFB
2. Description of Remote Transmitter Site, Harmon AFB

UNITED STATES EMBASSY,
Ottawa, May 1, 1953.

[1] Treaties and Other International Acts Series 2503; 3 UST, pt. 3, p. 3741.

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DESCRIPTION OF REMOTE RECEIVER SITE

HARMON AFB

A tract comprising an area of approximately 380 acres, situated on the Southshore Port-au-Port Peninsula, approximately 16 miles west of the town of Stephenville, Newfoundland, and defined as follows:

Beginning from a point described by the geographical coordinates West 58° 55′ 52.9″ and North 48° 30′ 57.24″, proceed south 75° 28′ West (S 75° 28′ W) for a distance of 1900 feet to the western boundary. Thence turn 90 degrees in a northerly direction and proceed to the northern boundary at the intersection of the Branch Road to the Main Road, a distance of 1775 feet. This line extended in a southerly direction to the shore defines the western boundary. Beginning at the above coordinates again, turn North 75° 28′ East for a distance of 2100 feet to the Eastern boundary. Thence turn 90 degrees in a northerly direction for a distance of approximately 2115 feet to the Main Road. Extending this line in a southerly direction to the shore defines the eastern boundary. The northern boundary is defined by the Main Road between the east and west boundaries; the southern boundary by the shore line between the same. All bearings referred to are TRUE.

DESCRIPTION OF REMOTE TRANSMITTER SITE

HARMON AFB

A tract comprising an area of approximately 730 acres, located in the West Bay, Newfoundland, region, defined as follows:

Beginning from a point described by the geographical coordinates West 58° 59′ 12.9″ and North 48° 36′ 58.1″, proceed south 81° West (S 81 W) a distance of 2640 feet; thence turn 90 degrees in a northerly direction for a distance of 2640 feet to the northern boundary, thence turn 90 degrees easterly and proceed on a line to the road, an approximate distance of 5980 feet. Return to the first point South 81° West of the center on the western boundary and turn 90 degrees in a southerly direction and proceed 2640 feet to the southern boundary; thence turn 90 degrees in an easterly direction and proceed on a line to the road, an approximate distance of 6680 feet. The road between the intersections of the north and south boundaries defines the eastern boundary. All bearings referred to are TRUE.

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

DEPARTMENT OF EXTERNAL AFFAIRS
CANADA

No. D–219

The Secretary of State for External Affairs presents his compliments to His Excellency the Ambassador of the United States of America and has the honour to refer to Note No. 237 of May 1, 1953, from the Charge d'Affaires ad interim of the United States of America and to the exchange of Notes of November 4 and November 8, 1952, regarding communication facilities in the vicinity of Stephenville, Newfoundland.

The detailed descriptions of the receiver site and of the transmitter site set forth in the enclosures to the Embassy's Note of May 1, 1953, are acceptable to the Canadian Government. The Embassy's Note of May 1, 1953, and this Note constitute an amendment to the agreement effected by the exchange of Notes of November 4 and November 8, 1952.

OTTAWA,
July 31, 1953.

TIAS 2811
Mar. 27, 1953

TECHNICAL COOPERATION

Agreement between the
UNITED STATES OF AMERICA
and PAKISTAN

Supplementing Agreement of
February 9, 1951, as Supplemented

- Signed at Karachi March 27, 1953
- Entered into force March 27, 1953

1953 SUPPLEMENTARY PROGRAM AGREEMENT FOR TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF PAKISTAN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Pursuant to the general "Agreement For Technical Cooperation Between the United States of America and Pakistan," signed on the 9th day of February, 1951, [1] and the "Supplementary Agreement For Technical Cooperation Between the United States of America and Pakistan," signed on the 2nd day of February, 1952, [2] the Governments of the United States of America and Pakistan

Have agreed as follows:

1. In furtherance of the aforesaid Agreements, the Government of the United States of America will make available for the period ending June 30, 1953, up to $12,254,000, of which $10,882,000 shall be available for the extension of existing projects and for additional projects of technical cooperation as agreed by the designated representative of the Government of Pakistan and the United States Director of Technical Cooperation, and the remainder shall be available to cover the salaries and other expenses of the technicians and specialists furnished by the United States of America, and training activities carried on outside Pakistan.

2. The Government of Pakistan agrees that it will make available sufficient rupees to defray all rupee costs of agreed projects; such sums in the aggregate will be not less than a sum of rupees commensurate in value with the dollars made available for such projects by the United States of America.

3. The contributions of the two governments for agreed projects of technical cooperation shall constitute a Joint Fund to be administered by the Representative of the Pakistan Government and the United States Director of Technical Cooperation as co-directors of this cooperative program. Expenditures made by either government in accordance with its own fiscal procedures and as agreed by the co-directors (by exchange of letters or other written memorandum) shall be credited to the respective government's contribution to such Joint Fund; and all expenditures from such Joint Fund shall be pursuant to such agreement by the co-directors.

[1] Treaties and Other International Acts Series 2254; 2 UST 1008.
[2] TIAS 2506; 3 UST, pt. 3, p. 3767.

4. All persons employed by the Government of the United States of America in its service who are assigned to duties in Pakistan in connection with the Technical Cooperation program and projects and accompanying members of their families shall be exempt from Pakistan income tax with respect to:

a. Salaries and emoluments paid to them by the Government of the United States of America, and

b. Any non-Pakistani income upon which they are obliged to pay income tax or social security taxes of the Government of the United States of America.

Such persons and members of their families shall receive exemption during their stay in Pakistan from the payment of customs import duties and sales taxes on their personal and household goods and professional effects brought into the country for their own use and shall be exempt from any requirement of import licenses in respect of such goods and effects, subject to the following conditions:

i) the concession is confined to direct imports only and not to local purchase or clearances from bond;

ii) no Pakistan foreign exchange is involved in such imports;

iii) the number of motor cars imported by any such employee under the concession will not exceed one;

iv) goods imported under this concession will not be sold or disposed of in Pakistan and in the event of their sale or disposal in Pakistan the duty thereon will duly be paid.

5. All persons furnished by the Government of the United States of America through contracts with public or private agencies and assigned to duties in Pakistan in connection with the Technical Cooperation program and projects, and members of their families, shall receive the same exemptions under the same conditions as are described in Article 4 above.

6. The provisions of the General Agreement dated the 9th day of February, 1951, and the Supplementary Agreement, dated the 2nd day of February, 1952, so far as they are not inconsistent with the provisions of this 1953 Supplement shall remain in full force and effect.

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

Done at Karachi, in duplicate, this 27th day of March, 1953.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JOHN K EMMERSON

(John K. Emmerson)

Chargé d'Affaires, ad interim.

[SEAL]

FOR THE GOVERNMENT OF PAKISTAN:

A HUSAIN.

(Akhtar Husain)

Secretary to the Government of Pakistan, Ministry of Foreign Affairs & Commonwealth Relations.

[SEAL]

TIAS 2812
June 27, 1953.

MUTUAL DEFENSE ASSISTANCE

United States Military Assistance Advisory Group to Saudi Arabia

Agreement between the
UNITED STATES OF AMERICA
and SAUDI ARABIA

Implementing Agreement of
June 18, 1951

- Effected by Exchange of Notes
  Signed at Jidda June 27, 1953
- Entered into force June 27, 1953

The American Ambassador to the Saudi Arabian Minister of Defense and Aviation

AMERICAN EMBASSY,
Jidda, June 27, 1953.

YOUR ROYAL HIGHNESS:

I have the honor to propose the following conditions to govern the status, duties, administration and conduct of the United States Military Training Mission, to be known as the United States Military Assistance Advisory Group to Saudi Arabia and hereafter referred to as "Advisory Group", in implementation of the agreement for assistance in procurement of military arms concluded between the United States Government and the Saudi Arabian Government signed on June 18, 1951, [1] corresponding to Ramadan 13, 1370.

I should appreciate being advised by your Royal Highness of the acceptance of these conditions by the Saudi Arabian Government in order that this note and your Royal Highness' reply thereto may constitute an agreement binding both parties.

1. The Advisory Group shall consist of such number of U.S. Military personnel as may be determined by the Chief of the Advisory Group, with the approval of the Department of Defense of the United States and the concurrence of the Saudi Arabian Minister of Defense and Aviation.

2. Subject to the provisions of the following paragraphs, the members of the Advisory Group shall be detailed for duty with the Saudi Arabian Ministry of Defense and Aviation under such arrangements as may be determined by the Saudi Arabian Minister of Defense and Aviation in agreement with the Chief of the Advisory Group.

3. The Advisory Group will administer assistance furnished by the United States Government to the Saudi Arabian Government. This assistance and administrative functions pertaining thereto will be in accordance with the provisions of the Mutual Defense Assistance Act of 1949 [2] and the Mutual Security Act of 1951 [3] and amendatory and supplementary acts thereto.

4. The duties of the Advisory Group will include assistance and advice to the Saudi Arabian Minister of Defense and Aviation, as well as units of the Saudi Arabian armed forces, with respect to plans, organization, administration principles, training methods and the conduct of such training as is agreed upon between the Saudi Arabian Minister of Defense and Aviation and the Chief of the Advisory

[1] Treaties and Other International Acts Series 2289; 2 UST 1460.
[2] 63 Stat. 714; 22 U. S. C. §§ 1571–1604.
[3] 65 Stat. 373; 22 U. S. C. § 1651 *et seq.*

Group. This training will include the use of the various kinds of weapons, tactics and logistics. In the conduct of their duties members of the Advisory Group may make inspections and investigations and carry out such other duties as may be recommended by the Chief of the Advisory Group and approved by the Saudi Arabian Minister of Defense and Aviation.

5. Each member of the Advisory Group is obligated not to divulge or in any way disclose to any foreign government or to any unauthorized person whatsoever any secret or confidential matter of which he may be cognizant or which may be revealed to him in his capacity as a member of the Advisory Group. This obligation shall continue in force after the termination of the services of the member of the Advisory Group or after expiration of this agreement.

6. (A) The Saudi Arabian Government will accord exemption from all taxes, customs duties and/or other government imposts on material, equipment and supplies, including food-stuffs, clothing and stores, imported into Saudi Arabia by the United States Government for the official use of the Advisory Group or its members, provided that the Advisory Group shall submit to the appropriate authorities in Saudi Arabia the official bills of lading and manifests of the aforementioned items.

(B) The Saudi Arabian Government will accord the military personnel of the Advisory Group personal exemption from taxes, customs duties and all Government charges applicable to individuals and/or personal effects which may be brought in for their personal use, provided that such effects will be subject to the submitting of official bills of lading and manifests and provided that quantities of such effects will be within reasonable limits and that no such articles will be sold unless the appropriate authorities of the Saudi Arabian Government are informed in order that the applicable taxes may be collected. Civilians of United States nationality who are attached to the Advisory Group will also be accorded exemption from taxes, customs duties and all Government charges for themselves or their personal effects which may be brought in for their personal use, provided that such effects will be subject to submission of official bills of lading and manifests and provided that the quantities of such effects will be within reasonable limits and that no such articles will be sold unless the appropriate authorities of the Saudi Arabian Government are informed in order that the applicable taxes may be collected.

(C) It is understood that the Advisory Group and its members will notify the appropriate authorities of the Government of Saudi Arabia of anything which they intend to sell in order that the applicable taxes may be collected.

7. (A) All United States military members of the Advisory Group, all United States civilians and personnel attached to the Advisory Group and their dependents shall comply with all applicable laws and regulations of the Kingdom of Saudi Arabia.

(B) Any offense committed by one of the individuals reffered to in paragraph (A), excluding military personnel of the United States armed forces, shall be subject to the local jurisdiction of the Kingdom of Saudi Arabia.

(C) On the basis of international authority, the Saudi Arabian Government agrees that:

I. If any military member of the Advisory Group commits an offense against the laws of Saudi Arabia in the areas which are or may be specified for training operations under the supervision of the Advisory Group by the Saudi Arabian Minister of Defense and Aviation, the Saudi Arabian authorities may arrest the offender and, after promptly completing the preliminary investigation, will turn him over without delay to the United States authorities for appropriate trial and punishment and/or disposition under American military jurisdiction.

II. Any offense committed outside the places described in (I) by a United States military member of the Advisory Group will be subject to the local jurisdiction of the Kingdom of Saudi Arabia.

(D) Claims for compensation for damages arising out of acts of military members of the Advisory Group shall be settled by agreement between the appropriate authorities of the Kingdom of Saudi Arabia and the Chief of the Advisory Group or such other official as may be designated. In the event that no such agreement is reached, settlement shall be made through diplomatic channels.

8. (A) The Saudi Arabian Government will bear all the expenses connected with the travel and transportation of the members of the Advisory Group if such travel and transportation are on official business within Saudi Arabia. It will put at the disposition of the Advisory Group a suitable number of vehicles necessary for the performance of official duties and for such other reasonable transportation requirements as may be necessary for their daily well-being. The Saudi Arabian Government will also provide the members of the Advisory Group with convenient and acceptable facilities for their accommodation and will furnish appropriate offices with facilities and equipment, together with interpreters and secretarial and administrative personnel within the necessary limits which the work of the Advisory Group requires. All the foregoing will be without cost to the United States Government.

(B) The United States Government shall pay all expenses in connection with the salaries of the members of the Advisory Group, their allowances, including subsistence, per diem and other concomitants of military service, including transportation expenses for each member of the Advisory Group and his dependents and household effects to and from the United States. All the foregoing will be without cost to the Saudi Arabian Government.

(C) Authority shall be granted for the entry and exit from Saudi Arabia, in accordance with Saudi Arabian regulations, of aircraft and crews as considered necessary for the performance of duties connected with the Advisory Group. It is agreed that the Chief of the Advisory Group will inform the Saudi Arabian authorities prior to such entrance or exit from the country.

(D) The Advisory Group is permitted to employ radio codes.

(E) The Advisory Group will be permitted to send and receive military mail exempt from customs duties, provided that postal parcels shall be treated as prescribed in paragraph (A) of paragraph 6.

9. Members, personnel and employees of the Advisory Group will be in possession of valid passports or identification papers to be presented to the appropriate authorities upon arrival in Saudi Arabia. All of them must obtain Saudi Arabian visas from the point of departure and if, for unavoidable reasons, it is impossible to obtain such visas, the Saudi Arabian Government will honor competent United States Government travel orders on condition that such persons are not undesirable to the Saudi Arabian Government. If anyone arrives without following the said arrangements, he will be subject to the laws and regulations of the Saudi Arabian Government. If the Saudi Arabian Government asks the Advisory Group to expel or replace any of its members, personnel or employees whom it does not desire to stay in its territory, the Advisory Group will carry out such requests at once.

10. This agreement shall enter into force on the date of signature and will continue in force until one year after receipt by either party of written notice of the intention of the other party to terminate it. The two Governments may, however, upon the request of either of them, consult regarding any matter relating to the application or amendment of this agreement.

Accept, your Royal Highness, the renewed assurance of my highest consideration.

RAYMOND A. HARE

His Royal Highness
PRINCE MISHA'AL,
Minister of Defense and Aviation.

(ص٥)

ويسرني ان اخبر سعادتكم بان الحكومة العربية السعودية موافقة على ماجاء في هذا الكتاب .
وتفضلوا بقبول فائق الاحترام ..

١٦ شوال ١٣٧٢
٢٧ يونيه ١٩٥٣

وزير الدفاع والطيران

حضرة صاحب السعادة المستر ريموند اهيير
سفير الولايات المتحدة الاميركية بجدة

[SEAL]

(ص ٤)

(ب) تدفع حكومة الولايات المتحدة جميع النفقات المتعلقة برواتب اعضاء الهيئة الاستشارية ومرتباتهم التي تشمل مصاريف اعاشتهم وبدل سفرهم والمصاريف الاخرى التابعة للخدمة العسكرية والتي تشمل مصاريف النقل لكل عضو من اعضاء الهيئة الاستشارية ومن يعولونهم والادوات المنزلية من الولايات المتحدة واليها . ان كل ماذكر اعلاه سيكون بدون تكليف الحكومة العربية السعودية بشيء من مصاريف ذلك .

(جـ) يسمح بالدخول والخروج من البلاد العربية السعودية بمقتضى نظم الحكومة العربية السعودية للطائرات والبحارة اللازمين لانجاز الواجبات المتعلقة بالهيئة الاستشارية ومن المتفق عليه ان رئيس الهيئة الاستشارية عليه ان يخبر السلطات العربية السعودية بذلك قبل الدخول والخروج من البلاد .

(د) يسمح للهيئة الاستشارية باستعمال رموز مخابرات الراديو .

(هـ) يسمح للهيئة الاستشارية باستلام وارسال البريد العسكري معفيا من الرسوم الجمركية على ان تحامل الطرود البريدية كما نص عليه في البند (أ) من الفقرة السادسة .

الفقرة (٩)

على اعضاء وموظفي ومستخدمي الهيئة الاستشارية حمل جوازات سفر او اوراق هوية صالحة للعمل بها لابرازها للسلطات المختصة حين وصولهم الى البلاد العربية السعودية ، وعليهم جميعا ان يستحصلوا على تاشيرات سعودية من محل سفرهم ، فان تعذر الحصول على التاشيرات لاسباب قاهرة فان الحكومة العربية السعودية تقبل وثائق السفر الخاصة التي تصدرها لهم حكومة الولايات المتحدة بشرط ان لا يكونوا من غير المرغوب فيهم من قبل الحكومة العربية السعودية ، واذا اقدم احد بدون ان يتبع هذه الترتيبات فانه سيكون خاضعا لقوانين وانظمة الحكومة العربية السعودية واذا طلبت الحكومة العربية السعودية من الهيئة الاستشارية اخراج او ابدال احد اعضائها او موظفيها او مستخدميها ممن لاترغب بقاءه فعلى الهيئة الاستشارية ان تنفذ ذلك الطلب في الحال .

الفقرة (١٠)

تصبح هذه الاتفاقية نافذة المفعول من تاريخ التوقيع عليها وتستمر العمل بها لمدة سنة من ابلاغ احد الفريقين الفريق الاخر كتابيا عن رغبته في انهائها ويمكن للحكومتين اذا طلبت احداهما الاخرى ان يتشاوروا في اي امر يتعلق بتطبيق او تعديل هذه الاتفاقية .

وتقبلوا ياصاحب السمو الملكي تجديد تاكيدات فائق تقديري ..

٢٧ يونيه ١٩٥٣ ريموند ا . هير

صاحب السمو الملكي الامير مشعل
وزير الدفاع والطيران))

(ص ٣)

الفقـــرة (٧)

(أ) على جميـع الاعضاء العسكريين من رعايا الولايات المتحدة التابعين للهيئة الاستشارية وعلى سـائر المدنيين والموظفين الملحقين بالهيئة الاستشاريـة من رعايا الولايات المتحدة ومـن يعولونهم الاذعان لجميع القوانين والانظمة السارية المفعول في المملكة العربية السعودية .

(ب) ان اى جـرم يرتكبـه احد الافراد المشار اليهم في الفقرة (أ) باستثناء الموظفين العسكريـين التابعين للقوات المسلحـة الاميركيـة خاضع للتشريع المحـلي بالمملكة العربية السعودية .

(ج) استنادا الى المراجع الدوليـة توافق الحكومة العربية السعوديـة على انه :—

(١) اذا ارتكـب احد اعضاء العسكريين التابعين للهيئة الاستشارية اى جـرم مخالف — للقوانين العربية السعوديـة في المناطق المحدودة او التي قد تحدد من قبل وزيـر الدفاع والطيران بالمملكة العربية السعوديـة لعمليات التدريب التي تباشرها الهيئـة الاستشاريـة فان السلطات العربية السعوديـة يمكنها ان تلقي القبض على المجـرم وبعد استكمال التحقيقات الاوليـة بسرعة تقدمه بدون تاخير للسلطات التابعة للولايـات المتحدة للمحاكمـة المناسبـة والجزاء وتوقيع العقوبـة عليه طبقا للتشريع العسكري الاميركي .

(٢) ان اى جـرم يرتكبـه احد الاعضاء العسكريين من رعايا الولايات المتحدة التابعين للهيئة الاستشارية خارج الاماكن المذكورة في البند (١) فانه يخضع للتشريع المحلي في المملكة العربية السعوديـة .

(د) تسـوى طلبات التعويض عن الاضرار الناشئة من اعمال الاعضاء العسكريين التابعين للهيئـة الاستشاريـة بالاتفاق بين السلطات المختصة بالمملكة العربية السعوديـة ورئيس الهيئـة الاستشاريـة او اى موظف اخر يعين من اجل ذلك ، واذا لم يتم الاتفاق على ذلك تسـوى بالطرق الدبلوماسيـة .

الفقـــرة (٨)

(أ) تتحمل الحكومة العربية السعوديـة جميع المصاريف المتعلقة بالسفر والتنقلات لاعضاء الهيئـة الاستشارية اذا كان السفر والتنقلات لاعمال رسميـة داخل البلاد العربية السعودية وتضـع تحـت تصرف الهيئة الاستشاريـة العدد المناسب من السيارات اللازمة لانجاز الواجبـات الرسميـة والتنقلات الاخرى المعقولة كما تتطلـب ذلك حياتهم اليوميـة وتقوم الحكومة العربيـة السعوديـة ايضا بتزويد اعضاء الهيئة الاستشارية بالوسائل الاخرى المريحـة المقبولة لاسكانهم وتاسيس مكاتب بتسهيلاتها وادواتها مع موظفي السكرتارية والادارة والمترجمين في الحـدود التي تتطلبها اعمال الهيئة الاستشارية . ان كل ما ذكر اعلاه سيكون بدون تكليف حكومـة الولايات المتحدة بشيء من مصاريف ذلك .

((ص ٢))

ورئيس الهيئة الاستشارية ، ويشمل هذا التدريب استعمال الاسلحة بانواعها والفنون الحربية (التكتيك) وعلم اطعام وايواء الجنود في الميدان (اللوجستكس) ، ويجوز لاعضاء الهيئة الاستشارية — لاداء واجباتهم — القيام بالتفتيشات والتحقيقات وانجاز الواجبات الاخرى كما قد يوصي بذلك رئيس الهيئة الاستشارية ويصادق عليه وزير الدفاع والطيران بالمملكة العربية السعودية .

الفقـــرة (٥)

ان كل عضو من اعضاء الهيئة الاستشارية ملزم بان لا يذيع او يفشي باية طريقة كانت لاية حكومة اجنبية او لاى شخص كائنا من كان غير مخول له حق الاطلاع ، اى موضوع سرى او خصوصي قد يطلع عليه او يقف على امره بصفته عضوا في الهيئة الاستشارية ويستمر هذا الالزام واجبا ونافذا الى ما بعد انتهاء خدماته في عضوية الهيئة الاستشارية والى مابعد انتهاء هذه الاتفاقية .

الفقـــرة (٦)

(أ) تمنح الحكومة العربية السعودية الاعفاء من جميع الضرائب والرسوم الجمركية والرسوم الحكومية الاخرى على المواد والمهمات والامدادات بما في ذلك الاطعمة والملابس والمئون المورده الى البلاد العربية السعودية من قبل حكومة الولايات المتحدة لاستعمالها الرسمي من قبل الهيئة الاستشارية او اعضائها على ان تقدم الهيئة الاستشارية للسلطات المختصة في الحكومة العربية السعودية بوالص الشحن والمنافيستو الرسمية الخاصة بتلك الاشياء .

(ب) تمنح الحكومة العربية السعودية الموظفين العسكريين التابعين للهيئة الاستشارية الاعفاء من الضرائب والرسوم الجمركية وعدم الرسوم الحكومية عن اشخاصهم او عن امتعتهم الشخصية التي يدخلونها لاستعمالهم الشخصي ، على ان يكون ذلك خاضعا لتقديم بوالص الشحن والمنافيستو الرسمية وعلى ان تكون كمياتها في حدود المعقول وان لا يباع شيء منها الا بعد اخبار السلطات المختصة في الحكومة العربية السعودية لاستيفاء الرسوم المقررة عليها ، وكذلك يمنح المدنيون من رعايا الولايات المتحدة الملحقون بالهيئة الاستشارية الاعفاء من الضرائب والرسوم الجمركية وعدم الرسوم الحكومية عن اشخاصهم وامتعتهم الشخصية التي يدخلونها لاستعمالهم الشخصي على ان يكون ذلك خاضعا لتقديم بوالص الشحن والمنافيستو الرسمية ، وعلى ان تكون كمياتها في حدود المعقول وان لا يباع شيء منها الا بعد اخبار السلطات المختصة في الحكومة العربية السعودية لاستيفاء الرسوم المقررة عليها .

الفقرة (جـ)

من المعلوم انه على الهيئة الاستشارية واعضائها ان يشعروا السلطات المختصة في الحكومة العربية السعودية عن اى شيء يراد بيعه لاستيفاء الرسم المقررة عليه .

The Saudi Arabian Minister of Defense and Aviation to the American Ambassador

يا صاحب السعادة

تلقيت كتاب سعادتكم المؤرخ في ٢٧ يونيو ١٩٥٣ والذي ينص على ما يلي :-

((يا صاحب السمو الملكي

اتشرف بان اقترح الشروط التالية لضبط وضعية وواجبات وادارة وسلوك بعثة التدريب العسكري التابعة للولايات المتحدة المعروفة باسم " الهيئة الاستشارية " للمساعدة العسكرية الاميركية للبلاد العربية السعودية والمشار اليها فيما يلي بـ " الهيئة الاستشارية " وذلك انجازا لاتفاقية مساعدة الحصول على الاسلحة العسكرية المبرمة بين حكومة الولايات المتحدة والحكومة العربية السعودية الموقعة في ١٨ يونيو ١٩٥١ الموافق ١٣ رمضان ١٣٧٠ .

وانني لاقدر لسموكم الملكي اخباري عن قبول الحكومة العربية السعودية لهذه الشروط لتعتبر هذه المذكرة وجواب سموكم الملكي عليها كاتفاق يلزم الطرفين .

الفقرة (١)

تتكون الهيئة الاستشارية من ذلك العدد من الموظفين العسكريين التابعين للولايات المتحدة كما يحدده رئيس الهيئة الاستشارية بمصادقة وزارة الدفاع بالولايات المتحدة وموافقة وزير الدفاع والطيران بالمملكة العربية السعودية .

الفقرة (٢)

مع مراعاة احكام المواد التالية فان اعضاء الهيئة الاستشارية سيختارون للعمل مع وزارة الدفاع والطيران العربية السعودية طبقا للترتيبات التي يقررها وزير الدفاع والطيران بالمملكة العربية السعودية بالاتفاق مع رئيس الهيئة الاستشارية .

الفقرة (٣)

تدير الهيئة الاستشارية المساعدة المقدمة من قبل حكومة الولايات المتحدة للحكومة العربية السعودية وان هذه المساعدة واعمالها الادارية الخاصة بها ستكون بموجب شروط قانون مساعدة الدفاع المشترك الصادر في عام ١٩٤٩ ، وقانون الضمان المشترك الصادر في عام ١٩٥١ ، والقوانين المعدلة لهما والملحقة بهما .

الفقرة (٤)

تشمل واجبات الهيئة الاستشارية المساعدة واسداء المشورة لوزير الدفاع والطيران بالمملكة العربية السعودية ولوحدات القوات المسلحة العربية السعودية فيما يختص بوضع الخطط والتنظيم واسس الادارة وطرق التدريب وسير التدريب طبقا لما يتفق عليه وزير الدفاع والطيران بالمملكة العربية السعودية

Translation

YOUR EXCELLENCY:

I have received Your Excellency's note of June 27, 1953, reading as follows:

[For the English language text of the note, see *ante*, p. 1483.]

I have the pleasure to inform Your Excellency that the Saudi Arabian Government agrees to the contents of this note.

Please accept my high respect.

Shawal 16, 1372—June 27, 1953

MISHA'AL
Minister of Defense and Aviation

His Excellency
Mr. RAYMOND A. HARE,
Ambassador of the United States of America,
Jidda.

AIR TRANSPORT SERVICES

TIAS 2813
Aug. 14, 1953

Agreement, with Annex and
Exchange of Notes, between the
UNITED STATES OF AMERICA
and VENEZUELA

- Signed at Caracas August 14, 1953
- Entered into force August 22, 1953

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA.

CONVENIO SOBRE TRANSPORTE AEREO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE VENEZUELA.

The Government of the United States of America and the Government of the Republic of Venezuela, desiring to conclude an Agreement for the purpose of developing air services between their respective territories have designated as their Plenipotentiaries:

The President of the United States of America: His Excellency Fletcher Warren, Ambassador Extraordinary and Plenipotentiary;

The President of the Republic of Venezuela: His Excellency Doctor Aureliano Otáñez, Minister of Foreign Relations;

Who, after exchanging their respective full powers and finding them sufficient and in due form, have agreed upon the following:

ARTICLE 1.

For the purposes of the present Agreement, and its Annex, except where the text provides otherwise:

(A) The term "aeronautical authorities" shall mean in the case of the United States of America, the Civil Aeronautics Board and any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board and, in the case of the Republic of Venezuela, the Ministry of Communications and any person or agency authorized to perform the functions exercised at presen by the said Ministry of Communications.

(B) The term "designated airlines" shall mean those airlines that the aeronautical authorities of one of the contracting parties have communicated in writing to the aeronautical authorities of the other contracting party that they are the airlines that it has designated in conformity with Article 3 of the present Agreement for the routes specified in such designation.

(C) The term "territory" shall have the meaning given to it by Article 2 of the Convention on Internacional Civil Aviation, signed at Chicago on December 7, 1944.[1]

(D) The definitions contained in paragraphs A, B, and D of Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944 shall be applied to the present Agreement.

[1] Treaties and Other International Acts Series 1591; 61 Stat., pt. 2, p. 1180.

El Gobierno de los Estados Unidos de América, y el Gobierno de la República de Venezuela, deseosos de concertar un Convenio con el fin de desarrollar servicios aéreos entre sus respectivos territorios han designado como sus Plenipotenciarios:

El Presidente de los Estados Unidos de América: Al Excelentísimo Señor Fletcher Warren, Embajador Extraordinario y Plenipotenciario;

El Presidente de la República de Venezuela: Al Excelentísimo Señor Doctor Aureliano Otáñez, Ministro de Relaciones Exteriores;

Quienes, después de canjear sus respectivos Plenos Poderes y de encontrarlos suficientes y en debida forma, han convenido en lo siguiente:

ARTICULO 1.

Para los fines de este Convenio y de su Anexo, a menos que el texto disponga de otro modo:

(A) El término "autoridades aeronáuticas" significará en el caso de los Estados Unidos de América, la Junta de Aeronáutica Civil y cualquiera otra persona u organismo autorizado para cumplir las funciones actualmente ejercidas por dicha Junta, y en el caso de la República de Venezuela, el Ministerio de Comunicaciones y cualquiera otra persona u organismo autorizado para cumplir las funciones ejercidas actualmente por el nombrado Ministerio de Comunicaciones.

(B) El término "líneas aéreas designadas" significará las líneas aéreas que las autoridades aeronáuticas de una de las Partes Contratantes hayan señalado por escrito a las autoridades aeronáuticas de la otra Parte Contratante, como las líneas aéreas designadas por ellas de conformidad con el Artículo 3 de este Convenio para las rutas especificadas en esa designación.

(C) El término "territorio" tendrá el significado que le atribuye el Artículo 2 de la Convención de Aviación Civil Internacional, firmada en Chicago el 7 de diciembre de 1944.

(D) Serán aplicables al presente Convenio las definiciones contenidas en los parágrafos A, B y D del Artículo 96 de la Convención de Aviación Civil Internacional firmada en Chicago el 7 de diciembre de 1944.

ARTICLE 2.

Each contracting party grants to the other contracting party the rights specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

ARTICLE 3.

Each of the air services so described may be placed in operation as soon as the contracting party to whom the rights have been granted by Article 2 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall, subject to Article 7 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned without undue delay; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such operations shall be subject to the approval of the competent military authorities.

ARTICLE 4.

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

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

(b) Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of the airlines designated by such contracting party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered, be accorded the same treatment as that applying to international operations of national airlines and to airlines of the most favored nation.

ARTICULO 2.

Cada Parte Contratante otorga a la otra Parte Contratante los derechos que se especifican en el Anexo de este Convenio que sean necesarios para establecer las rutas y servicios aéreos civiles internacionales descritos en el mismo Anexo, ya sean inaugurados dichos servicios inmediatamente o en fecha posterior, a opción de la Parte Contratante a quien se conceden los derechos.

ARTICULO 3.

Cada uno de los servicios aéreos convenidos podrá funcionar tan pronto como la Parte Contratante a quien se otorgan los derechos de designar una empresa o empresas aéreas para la ruta de que se trata, como se estipula en el Artículo 2, haya autorizado a una empresa o empresas aéreas para tal ruta y la Parte Contratante que concede los derechos estará obligada, sujeta a los términos del Artículo 7 de este Convenio, a conceder, sin tardanza indebida, el permiso de operaciones correspondiente a la empresa o empresas aéreas designadas. Queda entendido que se podrá exigir a la empresa aérea designada, antes de que le sea permitido iniciar las operaciones contempladas en este Convenio, que demuestre ante las autoridades aeronáuticas de la Parte Contratante que concede los derechos, que satisface las leyes y reglamentos aplicados normalmente por estas autoridades; y que en áreas donde existan hostilidades o de ocupación militar, o áreas así afectadas, tales operaciones quedarán sometidas a la aprobación de las autoridades militares competentes.

ARTICULO 4.

Con el fin de impedir prácticas diferenciales y para asegurar la igualdad de trato, ambas Partes Contratantes acuerdan que:

(a) Cada una de las Partes Contratantes podrá imponer o permitir que se impongan cargas justas y razonables para el uso de los aeropuertos públicos y las demás facilidades bajo su control. Esto no obstante, cada una de las Partes Contratantes conviene en que estas cargas no serán mayores que las que serían pagadas para el uso de dichos aeropuertos y facilidades por sus aeronaves nacionales dedicadas a servicios similares internacionales y por las aeronaves de la nación más favorecida.

(b) Al combustible, aceites lubricantes y repuestos introducidos en el territorio de una de las Partes Contratantes por la otra Parte Contratante o sus nacionales, y destinados únicamente al uso de aeronaves de las líneas aéreas designadas de dicha Parte Contratante, les será acordado, con respecto a la imposición de derechos de Aduana, tasas de inspección y demás derechos o cargas nacionales de la Parte Contratante en cuyo territorio se introduzcan, igual trato al que se aplica a las operaciones internacionales de las líneas aéreas nacionales y a las empresas aéreas de la nación más favorecida.

(c) Aircraft of the designated airline or airlines of one contracting party operating on the agreed services to, from, or across the territory of the other contracting party shall be admitted temporarily free from customs duties, subject otherwise to the customs regulations of such other contracting party. The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the designated airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

ARTICLE 5.

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

ARTICLE 6.

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airlines designated by the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the airlines designated by the other contracting party upon entrance into or departure from, or while within the territory of the first party.

(c) Las aeronaves de la línea aérea o de las líneas aéreas designadas de una de las Partes Contratantes, que funcionen en los servicios aéreos convenidos, hacia, desde o a través del territorio de la otra Parte Contratante, serán admitidos temporalmente libres del pago de derechos aduaneros, pero en lo demás estarán sujetos a las disposiciones de aduana de la otra Parte Contratante. Los abastos de combustible, aceites lubricantes, repuestos, el equipo reglamentario y las provisiones que se conservan a bordo de dichas aeronaves civiles de la línea o las líneas aéreas designadas autorizadas para operar las rutas y servicios descritos en el Anexo, quedarán exonerados, en el territorio de la otra Parte Contratante, de derechos de aduana, tasas de inspección o derechos o cargas similares, aunque tales efectos sean usados o consumidos en vuelo dentro de ese territorio.

ARTICULO 5.

Los certificados de aeronavegabilidad, certificados de aptitud y licencias expedidos ó reconocidos válidos por una Parte Contratante mientras estén en vigor, serán reconocidos valederos por la otra Parte Contratante a los fines de la operación de las rutas y servicios descritos en el Anexo siempre que los requisitos conforme a los cuales fueron expedidos o reconocidos válidos esos certificados o licencias sean iguales o superiores a las normas mínimas que puedan ser establecidas según la Convención de Aviación Civil Internacional. No obstante, cada Parte Contratante se reserva el derecho de negarse a reconocer para los fines de vuelo sobre su propio territorio los certificados de competencia y los permisos concedidos a sus propios nacionales por otro Estado.

ARTICULO 6.

a) Las leyes y reglamentos de una Parte Contratante referentes a la admisión o salida de su territorio de aeronaves dedicadas a la navegación aérea internacional, o relativas a la operación y navegación de dichas aeronaves mientras están dentro de su territorio, serán aplicados a las aeronaves de la línea o líneas aéreas designadas de la otra Parte Contratante, y serán cumplidos por tales aeronaves al entrar o al salir del territorio de la primera, o mientras estén dentro de los límites del mismo.

(b) Las leyes y reglamentos de una Parte Contratante con respecto a la admisión en su territorio, o a la salida de él, de pasajeros, tripulación o cargamento de las aeronaves, tales como reglamentos referentes a entrada, despacho, inmigración, pasaportes, aduana y cuarentena, serán cumplidos por o a nombre de tales pasajeros, tripulantes o cargamento de la línea o líneas aéreas designadas de la otra Parte Contratante, al entrar en el territorio de la primera Parte o al salir de él, o mientras se hallen en el mismo.

ARTICLE 7.

Notwithstanding the provisions of Article 14 hereof, each contracting party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement by an airline designated by the other contracting party in the event that it is not satisfied that substantial ownership and effective control of such airline is vested in nationals of the other contracting party, or in case of failure by such airline to comply with the laws and regulations referred to in Article 6 hereof, or in case of the failure of the airline or the Government designating it otherwise to perform its obligations hereunder, or to fulfill the conditions under which the rights are granted in accordance with this Agreement and its Annex.

ARTICLE 8.

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

ARTICLE 9.

Existing rights and privileges relating to air transport services which may have been granted previously by either of the contracting parties to an airline of the other contracting party shall continue in force according to their terms.

ARTICLE 10.

It is the intention of both contracting parties that their respective aeronautical authorities shall consult regularly and frequently to the end of assuring the reciprocal compliance with and fulfillment of all of the principles, objectives, conditions, and provisions of the present Agreement and its Annex. Such consultation may be requested by either of the parties at any time and should be initiated within sixty (60) days from the date of the request. It will be conducted in the most rapid manner possible, utilizing all information, including statistics, that may be exchanged by mutual agreement between the parties.

ARTICLE 11.

(a) In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the Agreement and attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty (60) days from the date of the request. When these authorities mutually agree on new or revised routes or

ARTICULO 7.

No obstante lo dispuesto en el Artículo 14 de este Convenio, cada Parte Contratante se reserva la facultad de retener o revocar el ejercicio de los derechos especificados en el Anexo de este Convenio por una línea aérea designada por la otra Parte Contratante, en el caso de que no esté satisfecha de que la propiedad sustancial y el control efectivo de tal línea aérea se halle en manos de nacionales de la otra Parte Contratante, o en caso de que la empresa deje de cumplir las leyes y reglamentos señalados en el Artículo 6 o que la línea aérea o el Gobierno que la designa dejen de otro modo de cumplir las obligaciones aquí convenidas, o de satisfacer las condiciones bajo las cuales son concedidos los derechos de conformidad con este Convenio y su Anexo.

ARTICULO 8.

El presente Convenio y todos los contratos relativos a él, serán registrados en la Organización de Aviación Civil Internacional.

ARTICULO 9.

Los derechos y privilegios existentes relativos a servicios de transporte aéreo que hayan sido concedidos previamente por cualquiera de las Partes Contratantes, a una línea aérea de la otra Parte Contratante, continuarán en vigor según sus términos.

ARTICULO 10.

Es intención de ambas Partes Contratantes que sus respectivas autoridades aeronáuticas se consultarán regular y frecuentemente con el fin de asegurar la recíproca aplicación y el cumplimiento de todos los principios, propósitos, condiciones y disposiciones del presente Convenio y su Anexo. Tal consulta podrá ser solicitada por cualquiera de las Partes en cualquier momento y debe ser iniciada dentro de sesenta (60) días a partir de la fecha de la solicitud. Dicha consulta será conducida del modo más rápido posible, utilizando toda información, inclusive estadísticas, que puedan ser canjeadas de mutuo acuerdo entre las Partes.

ARTICULO 11.

(a) En el caso en que una de las Partes Contratantes considere deseable modificar las rutas o condiciones establecidas en el Convenio o su Anexo, podrá solicitar una consulta entre las autoridades competentes de ambas Partes Contratantes, la cual se iniciará dentro de un período de sesenta (60) días a partir de la fecha de la solicitud. Cuando esas autoridades se acuerden sobre rutas nuevas o revisadas o sobre condiciones nuevas o modificadas que afectan el Acuerdo o su

on new or revised conditions affecting the Agreement or the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

(b) Any changes which one of the contracting parties desires to make in the annexed schedules, other than in points within its own territory as regards Venezuela or points within the zones of its own territory as regards the United States, shall be considered as changes of the Annex. Notwithstanding the provisions of paragraph (a), either contracting party may proceed unilaterally to make changes in areas outside the territory of both contracting parties, provided the first contracting party notifies the second contracting party of its desire to make such a change thirty (30) days before the date of effectiveness thereof and the second contracting party does not interpose objection, on the basis of the following paragraph, within twenty (20) days from the date of the notification.

(c) If the aeronautical authorities of the other contracting party find either that, taking into account the principles established in Section IV of the Annex of the Agreement the interests of their airline or airlines would be prejudiced by the carrying by the airline or airlines of the first contracting party of traffic between the territory of the second contracting party and the new area or areas; or that in their judgment, the modifications will affect unduly the services of their airline or airlines between the territory of the second contracting party and the new area or areas, the competent authorities of both contracting parties will consult for the purpose of resolving the question satisfactorily.

ARTICLE 12.

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

ARTICLE 13.

Except when otherwise provided in this Agreement and its Annex, all disagreements between the contracting parties relative to the interpretation or application of this Agreement and its Annex which cannot be resolved by consultation, shall be submitted to the means for peaceful settlement of controversies recognized by international law, and, preferably, for an advisory opinion or report to a Commission composed of three members, one named by each one of the contracting parties and the third designated by the two members thus selected, provided that the third member shall not be a national of either of the contracting parties. Each of the contracting parties shall designate

Anexo, sus recomendaciones sobre estas materias entrarán en vigor después de que hayan sido ratificadas por un canje de notas diplomáticas.

(b) Cualesquiera cambios que una de las Partes Contratantes desee introducir en los cuadros anexos, que no sean de puntos dentro de su propio territorio por lo que respecta a Venezuela o de puntos dentro de las zonas de su propio territorio por lo que respecta a los Estados Unidos, serán considerados como modificaciones del Anexo. No obstante las previsiones contenidas en el parágrafo (a), cualquiera de las Partes Contratantes puede proceder unilateralmente a efectuar cambios en áreas no comprendidas en el territorio de ambas Partes Contratantes, siempre que la primera Parte Contratante notifique a la segunda su deseo de efectuar tal cambio, treinta (30) días antes de la fecha en la cual aquél debe hacerse efectivo, y la segunda Parte Contratante no interponga objeciones, sobre las bases del parágrafo siguiente, dentro de veinte (20) días contados desde la fecha de la notificación.

(c) Si las autoridades aeronáuticas de la otra Parte Contratante encuentran que, teniendo en cuenta los principios establecidos en la Sección IV del Anexo del Acuerdo, los intereses de su línea o líneas serían perjudicados por la conducción por parte de la línea o líneas aéreas de la primera Parte Contratante de tráfico entre el territorio de la segunda Parte Contratante y la nueva área o áreas; o que a su juicio, las modificaciones afectarán indebidamente los servicios de su línea o líneas aéreas entre el territorio de la segunda Parte Contratante y la nueva área o áreas, las autoridades competentes de ambas Partes Contratantes se consultarán con el objeto de resolver la cuestión satisfactoriamente.

ARTICULO 12.

Si durante el lapso de vigencia del presente Convenio entrase en vigor entre ambas Partes Contratantes una Convención Aérea Multilateral General, este Convenio será modificado de conformidad con las disposiciones de dicha Convención.

ARTICULO 13.

Excepto cuando se prevé de otro modo en este Convenio y su Anexo, todo desacuerdo entre las Partes Contratantes relativo a la interpretación o aplicación de los mismos que no pueda ser resuelto por consulta, será sometido a los medios para el arreglo pacífico de las controversias reconocidos por el Derecho Internacional y, con preferencia, para un parecer o informe consultivo a una Comisión compuesta de tres miembros, uno nombrado por cada una de las Partes Contratantes y el tercero designado por los dos miembros así elegidos, siempre que ese tercer miembro no sea nacional de ninguna de las Partes Contratantes. Cada una de las Partes Contratantes designará

its member of the Commission within two months of the date of delivery of a diplomatic note by which either of the parties should require of the other the submission of the controversy to such procedure; and the third shall be designated within a month following said period of two months.

If either of the contracting parties fails to designate its own member of the Commission within two months, or if the third member should not be designated within the time limit indicated, the President of the International Court of Justice will be requested to make the corresponding designation of the member or members, after consultation with the President of the Council of the International Civil Aviation Organization.

The contracting parties will use their best efforts within their legal powers to put into effect the opinion expressed in such advisory report. Each of the parties shall bear one-half of the costs of the Commission.

ARTICLE 14.

Either of the contracting parties may at any time notify the other of its intention to terminate the present Agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. In the event such communication is made, this Agreement shall terminate six (6) months after the date of receipt of the notice to terminate, unless by agreement between the contracting parties the communication under reference is withdrawn before the expiration of that time. If the other contracting party fails to acknowledge receipt, notice shall be deemed as having been received fourteen (14) days after its receipt by the International Civil Aviation Organization.

ARTICLE 15.

This Agreement, including the provisions of the Annex thereto, will come into force eight days after the date of its signature.

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

Done in duplicate in the English and Spanish languages, both texts being equally authentic, at Caracas, this fourteenth day of August, 1953.

For the Government of the United States of America:

FLETCHER WARREN.

For the Government of the Republic of Venezuela:

A OTÁÑEZ

el miembro correspondiente de la Comisión dentro de dos meses de la fecha de entrega de una nota diplomática por la cual cualquiera de las Partes requiere de la otra someter la controversia a tal procedimiento; y el tercero será designado dentro de un mes después de dicho período de dos meses.

Si cualquiera de las Partes Contratantes omite designar su propio miembro de la Comisión dentro de dos meses, o si no se designa el tercer miembro dentro del término límite indicado, se solicitará del Presidente de la Corte Internacional de Justicia que haga la correspondiente designación del miembro o miembros, previa consulta con el Presidente del Consejo de la Organización de Aviación Civil Internacional.

Las Partes Contratantes harán los mayores esfuerzos dentro de sus poderes legales para poner en ejecución la opinión expresada en tal parecer consultivo. Cada una de las Partes satisfará la mitad de los gastos de la Comisión.

ARTICULO 14.

Cualquiera de las Partes Contratantes podrá en cualquier momento dar aviso a la otra Parte de su intención de poner fin al presente Convenio. Tal aviso será dado simultáneamente a la Organización de Aviación Civil Internacional. En el caso de que se haga dicha comunicación este Convenio terminará seis (6) meses después de la fecha en que sea recibida la misma, a menos que por acuerdo entre las Partes Contratantes la referida comunicación sea retirada antes de la expiración de ese lapso. Si la otra Parte Contratante no avisare el recibo de la participación, se considerará que ésta ha sido recibida catorce (14) días después de su recibo por la Organización de Aviación Civil Internacional.

ARTICULO 15.

Este Convenio, incluyendo las disposiciones contenidas en su Anexo, entrará en vigor ocho días después de la fecha de su firma.

En testimonio de lo cual, los que abajo suscriben, debidamente autorizados por sus respectivos Gobiernos, han firmado el presente Convenio.

Hecho por duplicado, en inglés y español, teniendo ambos textos igual autenticidad, en Caracas, a los catorce dias del mes de agosto de 1953.

Por el Gobierno de los Estados Unidos de América:

FLETCHER WARREN.

Por el Gobierno de la República de Venezuela:

A OTÁÑEZ

[SEAL]

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ANNEX.

ANEXO.

SECTION I.

The Government of the Republic of Venezuela grants to the Government of the United States of America the right to conduct air transport services by one or more airlines of United States nationality designated by the latter country on the routes, specified in Schedule One attached, which transit or serve commercially the territory of the Republic of Venezuela.

SECTION II.

The Government of the United States of America grants to the Government of the Republic of Venezuela the right to conduct air transport services by one or more airlines of Venezuelan nationality designated by the latter country on the routes, specified in Schedule Two attached, which transit or serve commercially the territory of the United States of America.

SECTION III.

One or more airlines designated by each of the contracting parties under the conditions provided in this Agreement will enjoy in the territory of the other contracting party, rights of transit and of stops for non-traffic purposes, as well as the right of commercial entry and departure for international traffic in passengers, cargo and mail at the points enumerated on each of the routes specified in the Schedules attached.

SECTION IV.

(a) The air transport facilities available hereunder to the travelling public shall bear a close relationship to the requirements of the public for such transport.

(b) There shall be a fair and equal opportunity for the airlines of the contracting parties to operate on any route between their respective territories (as defined in the Agreement) covered by this Agreement and Annex.

(c) In the operation by the airlines of either contracting party of the trunk services described in the present Annex, the interest of the airlines of the other contracting party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

(d) It is the understanding of both contracting parties that services provided by a designated airline under the present Agreement and Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the country of ultimate destination of the

SECCION I.

El Gobierno de la República de Venezuela concede al Gobierno de los Estados Unidos de América el derecho de operar servicios de transporte aéreo por una o más empresas de transporte aéreo de nacionalidad de los Estados Unidos designadas por este último país en las rutas especificadas en el cuadro número 1 adjunto que transiten o sirvan comercialmente el territorio de la República de Venezuela.

SECCION II.

El Gobierno de los Estados Unidos de América concede al Gobierno de la República de Venezuela el derecho de operar servicios de transporte aéreo por una o más empresas de transporte aéreo de nacionalidad venezolana designadas por este último país en las rutas especificadas en el cuadro número 2 adjunto que transiten o sirvan comercialmente el territorio de los Estados Unidos de América.

SECCION III.

Una o más empresas de transporte aéreo designadas por cada una de las Partes Contratantes según las condiciones previstas en este Convenio gozarán, en el territorio de la otra Parte Contratante, de los derechos de tránsito y de escalas para fines que no sean los de tráfico, así como también del derecho de entrada y salida para tráfico internacional de pasajeros, carga y correo en los puntos enumerados en cada una de las rutas especificadas en los Cuadros adjuntos.

SECCION IV.

(a) Las facilidades del transporte aéreo que se pongan a disposición del público viajero de conformidad con este Convenio deberán guardar estrecha relación con los requerimientos del público para tal transporte.

(b) Habrá justas e iguales oportunidades para las líneas aéreas de ambas Partes Contratantes en la operación de cualquiera de las rutas entre sus respectivos territorios, como se definen en el Convenio, descritas en el Convenio y su Anexo.

(c) En la operación por las líneas aéreas de cada Parte Contratante de los servicios troncales descritos en el presente Anexo, deben tomar en consideración el interés de las líneas de la otra Parte Contratante de manera de no afectar indebidamente los servicios que la última provee en la totalidad o en parte de las mismas rutas.

(d) Los servicios proporcionados por una empresa de transporte aéreo designada de conformidad con este Convenio y su Anexo mantendrán como propósito principal la provisión de una capacidad adecuada a la demanda de transporte entre el país a que pertenece tal empresa de transporte aéreo y el país de último destino del tráfico.

traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in the present Annex shall be applied in accordance with the general principles of orderly development to which both contracting parties subscribe and shall be subject to the general principle that capacity should be related:

(1) to traffic requirements between the country of origin and the countries of destination;

(2) to the requirements of through airline operation; and

(3) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

SECTION V.

In so far as the airline or airlines of one contracting party may be temporarily prevented through difficulties arising from the War from taking immediate advantage of the opportunity referred to in paragraph (b) of Section IV above, the situation shall be reviewed between the contracting parties with the object of facilitating the necessary development, as soon as the airline or airlines of the first contracting party is or are in a position increasingly to make their proper contribution to the service.

SECTION VI.

(A) The determination of rates in accordance with the following paragraphs shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other airlines, as well as the characteristics of each service.

(B) The rates to be charged by the airlines of either contracting party between points in the territory of the United States and points in the territory of Venezuela referred to in the attached Schedules shall, consistent with the provisions of the present Agreement and its Annex, be subject to the approval of the aeronautical authorities of the contracting parties, who shall act in accordance with their obligations under the present Annex, within the limits of their legal powers.

(C) Any rate proposed by the airline or airlines of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty (30) days before the proposed date of introduction; provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the aeronautical authorities of both contracting parties.

El derecho de embarcar o desembarcar, mediante dicho servicio, tráfico internacional destinado a terceros países o procedente de ellos, en un punto o puntos de las rutas especificadas en el presente Anexo será ejercido de acuerdo con los principios generales de desarrollo ordenado a los cuales ambas Partes Contratantes se someten y estará sujeto al principio general de que la capacidad deberá guardar relación:

(1) Con los requerimientos del tráfico entre el país de origen y los países de destino;

(2) Con los requerimientos de las líneas aéreas que funcionan a través de varios países; y

(3) Con los requerimientos del tráfico en las regiones que atraviesan las líneas aéreas, tomando en cuenta los servicios locales y regionales.

SECCION V.

Si la empresa o empresas de transporte aéreo de una Parte Contratante se encuentran imposibilitadas temporalmente por dificultades debidas a la guerra de aprovechar inmediatamente la oportunidad a que se refiere el parágrafo (b) de la Sección IV anterior, la situación será revisada entre ambas Partes Contratantes con objeto de facilitar el desarrollo necesario tan pronto como la empresa o empresas de transporte aéreo de la primera Parte Contratante disponga o dispongan de posibilidades crecientes de aportar su propia contribución al servicio.

SECCION VI.

(A) La determinación de las tarifas de acuerdo con los parágrafos siguientes se hará a niveles razonables, teniendo debidamente en cuenta todos los factores pertinentes, tales como el costo de funcionamiento, utilidades razonables y las tarifas cobradas por cualesquiera otras empresas, así como las características de cada servicio.

(B) Las tarifas que deberán cobrar las empresas de transporte aéreo de las Partes Contratantes entre lugares situados dentro del territorio de los Estados Unidos y puntos dentro del territorio de Venezuela, mencionados en los cuadros adjuntos, estarán sujetas, de acuerdo con las disposiciones del presente Convenio y su Anexo, a la aprobación de las autoridades aeronáuticas de las Partes Contratantes, quienes actuarán de conformidad con sus obligaciones bajo el presente Anexo, dentro de los límites de sus poderes legales.

(C) Toda tarifa propuesta por la empresa o empresas de transporte aéreo de cualquiera de las Partes Contratantes, deberá comunicarse a las autoridades aeronáuticas de ambas Partes Contratantes por lo menos con treinta (30) días de anticipación a la fecha que se propone para su entrada en vigor, quedando entendido que este período de treinta (30) días podrá ser reducido en determinados casos si convienen en ello las autoridades aeronáuticas de ambas Partes Contratantes.

(D) The Civil Aeronautics Board of the United States having approved the traffic conference machinery of the International Air Transport Association (hereinafter called IATA), for a period of three years beginning on July 1, 1952, any rate agreements concluded through this machinery during this period and involving United States airlines will be subject to approval of the Board. Rate agreements concluded through this machinery will also be subject to the approval of the aeronautical authorities of the Republic of Venezuela pursuant to the principles enunciated in paragraph (B) above.

(E) The contracting parties agree that the procedure described in paragraphs (F), (G) and (H) of this Section shall apply:

1. If, during the period of the Civil Aeronautics Board's approval of the IATA traffic conference machinery, either any specific rate agreement is not approved within a reasonable time by either contracting party, or a conference of IATA is unable to agree on a rate, or

2. At any time no IATA machinery is applicable, or

3. If either contracting party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference machinery relevant to this Section.

(F) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the contracting parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its airlines for services from the territory of one contracting party to a point or points in the territory of the other contracting party from becoming effective, if in the judgment of the aeronautical authorities of the contracting party whose airline or airlines is or are proposing such rate, that rate is unfair or uneconomic. If one of the contracting parties on receipt of the notification referred to in paragraph (C) above is dissatisfied with the rate proposed by the airline or airlines of the other contracting party, it shall so notify the other contracting party prior to the expiry of the first fifteen (15) of the thirty (30) days referred to, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

(D) Habiendo aprobado la Junta de Aeronáutica Civil de los Estados Unidos el procedimiento de conferencias de tráfico de la Asociación Internacional de Transporte Aéreo (que en lo sucesivo se denominará "IATA"), por un período de 3 años a partir del 1° de julio de 1952, todo acuerdo sobre tarifas concluido por medio de dicho procedimiento durante este período que afecte a las líneas aéreas de los Estados Unidos, estará sujeta a la aprobación de la Junta. Los acuerdos de tarifas concluidos por medio de este procedimiento estarán sujetos igualmente a la aprobación de las autoridades aeronáuticas de Venezuela teniendo en cuenta los principios establecidos en el parágrafo (B) anterior.

(E) Las Partes Contratantes acuerdan que el procedimiento establecido en los parágrafos (F), (G) y (H) de esta Sección se aplicarán:

1. – Si durante el período de la aprobación por la Junta de Aeronáutica Civil para seguir el procedimiento de conferencias de tráfico de la IATA, una de las Partes Contratantes no aprueba un acuerdo determinado sobre tarifas dentro de un término razonable, o una conferencia de la IATA no logra acordar una tarifa, o

2. – Si en cualquier momento no puede aplicarse el procedimiento de la IATA, o

3. – Si una de las Partes Contratantes, en cualquier momento retira o no renueva su aprobación a aquella parte del procedimiento de conferencias de tráfico de IATA, relativa a la presente Sección.

(F) En el caso de que la ley faculte a las autoridades aeronáuticas de los Estados Unidos para determinar tarifas equitativas y económicas para el transporte aéreo de personas y propiedades en los servicios internacionales, y para suspender las tarifas propuestas, en forma similar a la autoridad de que ahora goza la Junta de Aeronáutica Civil para tomar medidas con respecto a dichas tarifas para el transporte aéreo de personas o de propiedades dentro de los Estados Unidos, cada una de las Partes Contratantes ejercerá en consecuencia su autoridad a fin de evitar que entren en vigor la tarifa o tarifas propuestas por una de sus empresas de transporte aéreo para servicios entre territorio de una Parte Contratante y un punto o varios puntos en el territorio de la otra Parte Contratante, si a juicio de las autoridades aeronáuticas de la Parte Contratante cuya empresa o empresas de transporte aéreo proponen dicha tarifa, esta última es injusta o antieconómica. Si una de las Partes Contratantes, al recibir la notificación a que se refiere el parágrafo (C) anterior, no está de acuerdo con la nueva tarifa propuesta por la empresa o empresas de transporte aéreo de la otra Parte Contratante, deberá notificarlo a ésta antes de que expiren los primeros quince (15) días del precitado plazo de treinta (30) y las Partes Contratantes procurarán llegar a un acuerdo sobre la tarifa conveniente.

In the event that such agreement is reached, each contracting party will exercise its best efforts to put such rate into effect as regards its airline or airlines.

If agreement has not been reached at the end of the thirty (30) day period referred to in paragraph (C) above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (H) below.

(G) Prior to the time when such power may be conferred by law upon the aeronautical authorities of the United States, if one of the contracting parties is dissatisfied with any rate proposed by the airline or airlines of either contracting party for services from the territory of one contracting party to a point or points in the territory of the other contracting party, it shall so notify the other prior to the expiry of the first fifteen (15) of the thirty (30) day period referred to in paragraph (C) above, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will use its best efforts to cause such agreed rate to be put into effect by its airline or airlines.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty (30) days, the contracting party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(H) When in any case under paragraph (F) and (G) above the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the airline or airlines of the other contracting party, the terms of Article 13 shall apply.

SECTION VII.

After the present Agreement comes into force, the aeronautical authorities of both contracting parties will exchange information as soon as it is possible concerning the authorizations issued to the designated airlines for the operation of the routes or any part of the routes described in the Schedules. This information will particularly include copies of the authorizations granted and of the modifications as they may occur.

Si se llega a tal acuerdo cada Parte Contratante hará todo lo posible para poner en efecto dicha tarifa respecto de su empresa o empresas de transporte aéreo.

De no llegarse a un acuerdo al expirar el período de treinta (30) días del parágrafo (C) anterior, la tarifa propuesta puede entrar provisionalmente en vigor, mientras se dirime cualquier controversia de acuerdo con el procedimiento descrito en el parágrafo (H) que sigue, a menos que las autoridades aeronáuticas del país correspondiente a la empresa de transporte aéreo afectada, considere que debe suspender su aplicación.

(G) Mientras que la ley no otorgue tal facultad a las autoridades aeronáuticas de los Estados Unidos, si una de las Partes Contratantes no está de acuerdo con cualquier nueva tarifa propuesta por la empresa o empresas de transporte aéreo de la otra Parte Contratante por servicios entre el territorio de una Parte Contratante y uno o varios puntos en el territorio de la otra Parte Contratante deberá notificarlo a ésta, antes de que expiren los primeros quince (15) días del término de treinta (30) días establecido en el parágrafo (C) anterior y ambas Partes Contratantes procurarán llegar a un acuerdo sobre la tarifa conveniente.

De llegarse a tal acuerdo, cada Parte Contratante hará todo lo posible para asegurar la observancia de la tarifa acordada, por su empresa o empresas de transporte aéreo.

Si no es posible llegar a un acuerdo antes de expirar los treinta (30) días del caso, la Parte Contratante que objete la tarifa podrá tomar las medidas que estime necesarias para evitar que el servicio en cuestión se inaugure o continúe con la tarifa objetada.

(H) Cuando en cualquier caso, conforme a los anteriores parágrafos (F) y (G), las autoridades aeronáuticas de las Partes Contratantes no puedan acordarse en un tiempo razonable acerca de la tarifa apropiada, después de la consulta iniciada por la queja de una de las Partes Contratantes concerniente a la tarifa propuesta o la tarifa existente de la empresa o empresas aéreas de la otra Parte Contratante, se aplicarán los términos del Artículo 13.

Seccion VII.

A partir de la entrada en vigor del presente Convenio, las autoridades aeronáuticas de ambas Partes Contratantes cambiarán informaciones, lo más pronto que sea posible, respecto a las autorizaciones concedidas a las líneas aéreas designadas para prestar servicios en las rutas descritas en los cuadros adjuntos, o en cualquier sección de ellas. Estas informaciones incluirán especialmente copias de las autorizaciones concedidas y de las modificaciones según se introduzcan.

SCHEDULE ONE.

(A) Airlines designated by the Government of the United States of America shall be entitled to operate air services on the air routes specified below, via intermediate points, in both directions, and to exercise the rights granted in the foregoing Agreement and Annex at the points specified below:

1. From the Eastern Zone of the United States, via Puerto Rico and the Netherlands West Indies, to Caracas and beyond to Brazil and beyond.
2. From the Eastern Zone of the United States except New York, via Cuba, Haití, the Dominican Republic and the Netherlands West Indies, to Caracas.
3. From the Eastern Zone of the United States except New York, via Cuba, Jamaica and Colombia, to Maracaibo.
4. From the Central Zone of the United States, via Cuba, Jamaica, and the Netherlands West Indies, to Caracas.
5. From the Canal Zone (served through Tocumen Airport in the Republic of Panama) via Colombia, to Maracaibo and Caracas, and beyond to Trinidad and beyond.

(B) Points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

SCHEDULE TWO.

(A) Airlines designated by the Government of the Republic of Venezuela shall be entitled to operate air services on the air routes specified below, via intermediate points, in both directions, and to exercise the rights granted in the foregoing Agreement and Annex at the points specified below:

1. From Venezuela, except Maracaibo, via Netherlands West Indies, the Dominican Republic and Cuba, to New York and beyond to Canada and beyond.
2. From Venezuela, via the Netherlands West Indies and Jamaica, to Miami.
3. From Venezuela, via Jamaica, to New Orleans.

(B) Points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

CUADRO Nº 1.

(A) Las líneas aéreas designadas por el Gobierno de los Estados Unidos de América podrán explotar los servicios aéreos en las rutas aéreas abajo especificadas, vía puntos intermedios, en ambas direcciones, y ejercer los derechos concedidos en el Convenio y Anexo precedentes, en los puntos indicados a continuación:

1. Desde la Zona Oriental de los Estados Unidos, vía Puerto Rico y las Antillas Holandesas, hasta Caracas y más allá hasta Brasil y más allá.
2. Desde la Zona Oriental de los Estados Unidos, excepto Nueva York, vía Cuba, Haití, República Dominicana y las Antillas Holandesas hasta Caracas.
3. Desde la Zona Oriental de los Estados Unidos, excepto Nueva York, vía Cuba, Jamaica y Colombia, hasta Maracaibo.
4. Desde la Zona Central de los Estados Unidos, vía Cuba, Jamaica y las Antillas Holandesas, hasta Caracas.
5. Desde la Zona del Canal (servida a través del Aeropuerto de Tocumen en la República de Panamá) vía Colombia, hasta Maracaibo y Caracas, y más allá hasta Trinidad y más allá.

(B) Los puntos especificados en las rutas podrán ser omitidos en uno o todos los vuelos, a opción de la empresa aérea designada.

CUADRO Nº 2.

(A) Las líneas aéreas designadas por el Gobierno de la República de Venezuela podrán explotar los servicios aéreos en las rutas aéreas abajo especificadas, vía puntos intermedios, en ambas direcciones, y ejercer los derechos concedidos en el Convenio y Anexo precedentes, en los puntos indicados a continuación:

1. Desde Venezuela, excepto Maracaibo, vía Antillas Holandesas, República Dominicana y Cuba, hasta Nueva York y más allá hasta Canadá y más allá.
2. Desde Venezuela, vía Antillas Holandesas y Jamaica, hasta Miami.
3. Desde Venezuela, vía Jamaica, hasta Nueva Orleans.

(B) Los puntos especificados en las rutas podrán ser omitidos en uno o todos los vuelos, a opción de la empresa aérea designada.

The American Ambassador to the Venezuelan Minister of Foreign Relations

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 17

AMERICAN EMBASSY,
Caracas, August 14, 1953

EXCELLENCY:

I have the honor to refer to the Air Transport Agreement signed today between the Government of the United States of America and the Government of the Republic of Venezuela.

In applying the provisions of Section IV of the Annex of that Agreement it is understood by both contracting parties that traffic having its initial origin or ultimate destination, as shown by the pertinent ticket or waybill, in the territory of one contracting party shall be considered as Third or Fourth Freedom Traffic of that party. Traffic which does not have either its initial origin or ultimate destination, as shown by the pertinent ticket or waybill, in the territory of one contracting party shall be considered to be Fifth Freedom traffic of that party. The fact that traffic transits an area under the jurisdiction of either contracting party (such as the Canal Zone served through the Tocumen National Airport) does not change its Freedom classification.

The zones of tne United States of America, to which reference is made in Schedule I of this Agreement are as follows:

Eastern— All territory east of the Mississippi River except New Orleans.

Central— New Orleans and all territory between the Mississippi River and the Rocky Mountains (the Continental Divide).

Western— All territory west of the Rocky Mountains (the Continental Divide).

Canal Zone—Canal Zone served through Tocumen Airport in the Republic of Panama.

The significance of the naming of the zones of the United States of America and exceptions thereto in Schedule One, and of making a similar exception to the Republic of Venezuela in Schedule Two relates only to the location and identity of the points of final departure from, and initial arrival in, the territory of the contracting party to which the route(s) concerned have been granted. Nothing in the Agreement and Annex is intended to prevent: (a) the operation of flights on United States Route 5 which originate in, or are destined for, zones of the United States other than tlie Canal Zone and which make traffic stops in the territory of third countries en route between those zones and the Canal Zone, (b) the utilization of any individual air-

craft on two or more routes or parts thereof in succession, and (c) the use of separate aircraft on successive segments of the same route; all provided the other provisions of the Agreement and its Annex are complied with.

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

FLETCHER WARREN

His Excellency
Dr. AURELIANO OTÁÑEZ,
Minister of Foreign Relations,
Caracas.

The Venezuelan Minister of Foreign Relations to the American Ambassador

ESTADOS UNIDOS DE VENEZUELA
MINISTERIO DE RELACIONES EXTERIORES
DIRECCION DE POLITICA INTERNACIONAL

No. 1644

CARACAS, *14 de agosto de 1953*

SEÑOR EMBAJADOR:

Tengo a honra referirme al Convenio sobre Transporte Aéreo firmado hoy entre el Gobierno de la República de Venezuela y el Gobierno de los Estados Unidos de América.

Al ser aplicadas las disposiciones de la Sección IV del Anexo del Convenio, se tiene entendido por ambas Partes Contratantes que, el tráfico que tenga su origen inicial o último destino, demostrado en el billete correspondiente o en la guía aérea de embarque, en el territorio de una de las Partes Contratantes, será considerado como tráfico de Tercera o Cuarta Libertad de esa Parte. El tráfico que no tenga su origen inicial o último destino, también demostrado en el billete o en la guía aérea de embarque pertinentes, en el territorio de una de las Partes Contratantes será considerado como tráfico de Quinta Libertad de esa Parte. El hecho de que el tráfico atraviese un área bajo la jurisdicción de una de las Partes Contratantes (así como la Zona del Canal servida por medio del Aeropuerto Nacional de Tocumen) no cambia su clasificación de libertades.

Las zonas de los Estados Unidos de América, a las cuales se hace referencia en el cuadro I del Convenio son como sigue:

Zona Oriental.— Todo el territorio situado al este del río Mississipi, excepto Nueva Orleans.

Zona Central.— Nueva Orleans y todo el territorio situado entre el río Mississipi y las Montañas Rocosas (Divisoria Continental).

Zona Occidental.—Todo el territorio al Oeste de las Montañas Rocosas (Divisoria Continental).

Zona del Canal.— La Zona del Canal servida por el Aeropuerto de Tocumen en la República de Panamá.

El significado de la designación de las zonas de los Estados Unidos de América y de las excepciones en las mismas, contenidas en el cuadro de rutas número 1, y el de establecer una excepción similar para la República de Venezuela en el cuadro de rutas número 2, se contrae únicamente a la ubicación e identificación de los puntos finales de partida desde el territorio de la Parte Contratante a la cual la ruta (o rutas) del caso haya sido otorgada, y a la ubicación e identificación del punto inicial de llegada a dicho territorio.

Ninguna disposición del Convenio y de su Anexo tiene por objeto impedir: (a) la operación de vuelos en la ruta 5 de los Estados Unidos que se originen en, o que tengan como destino, zonas de los Estados Unidos que no sean la del Canal y que comprendan escalas comerciales en el territorio de terceros países en ruta entre dichas zonas y la Zona del Canal, (b) la utilización de cualquier aeronave individual en dos o más rutas o parte de las mismas en sucesión, y (c) el empleo de aeronaves diferentes en segmentos sucesivos de la misma ruta; siempre que se cumplan las demás previsiones del Convenio y de su Anexo.

Válgome de la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta consideración.

A OTÁÑEZ

Al Excelentísimo Señor
FLETCHER WARREN
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Presente.–

Translation

UNITED STATES OF VENEZUELA
MINISTRY OF FOREIGN RELATIONS
OFFICE OF INTERNATIONAL POLICY

No. 1644 CARACAS, *August 14, 1953*

MR. AMBASSADOR:

I have the honor to refer to the Air Transport Agreement, signed today, between the Government of the Republic of Venezuela and the Government of the United States of America.

In applying the provisions of Section IV of the Annex of the Agreement, it is understood by both Contracting Parties that traffic having its initial origin or ultimate destination, as shown on the pertinent ticket or on the air waybill, in the territory of one of the Contracting

Parties shall be considered as Third or Fourth Freedom traffic of that Party. Traffic which does not have its initial origin or ultimate destination, also shown on the pertinent ticket or air waybill, in the territory of one of the Contracting Parties shall be considered as Fifth Freedom traffic of that Party. The fact that traffic transits an area under the jurisdiction of one of the Contracting Parties (such as the Canal Zone served through the Tocumen National Airport) does not change its freedom classification.

The zones of the United States of America to which reference is made in Schedule I of the Agreement are as follows:

Eastern Zone.— All territory situated east of the Mississippi River, except New Orleans.

Central Zone.— New Orleans and all territory situated between the Mississippi River and the Rocky Mountains (Continental Divide).

Western Zone.—All territory west of the Rocky Mountains (Continental Divide).

Canal Zone.— The Canal Zone served through Tocumen Airport in the Republic of Panama.

The significance of the naming of the zones in the United States of America and the exceptions thereto contained in Schedule 1, and of making a similar exception for the Republic of Venezuela in Schedule 2, relates only to the location and identification of the final points of departure from the territory of the Contracting Party to which the route (or routes) concerned have been granted, and to the location and identification of the initial point of arrival in the said territory.

No provision of the Agreement and its Annex is intended to prevent: (a) the operation of flights on United States Route 5 which originate in, or are destined for, zones of the United States other than the Canal Zone and which include traffic stops in the territory of third countries en route between those zones and the Canal Zone, (b) the utilization of any individual aircraft on two or more routes or part thereof in succession, and (c) the use of separate aircraft on successive segments of the same route; provided that the other provisions of the Agreement and its Annex are complied with.

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

A OTÁÑEZ

His Excellency
FLETCHER WARREN,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

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TIAS 2814
June 27 and
30, 1953

TECHNICAL COOPERATION

Well Drilling Under Program for Water Resources Development

Agreement between the
UNITED STATES OF AMERICA
and ETHIOPIA

- Effected by Exchange of Notes Dated at Addis Ababa June 27 and 30, 1953
- Entered into force June 30, 1953

The American Embassy to the Ethiopian Ministry of Foreign Affairs

AMERICAN EMBASSY
No. 258 *Addis Ababa, June 27, 1953.*

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Imperial Ethiopian Government and has the honor to refer to the Embassy's Note No. 147 of June 23, 1952, and to the Ministry's reply No. 4444/21/44 of June 24, 1952,[1] in which our two Governments agreed to cooperate in a program for the study of the water resources of Ethiopia and the preparation of plans for the development thereof, and to the request of the Imperial Ethiopian Government that this program be extended to include a project for demonstration and teaching techniques of drilling wells in Ethiopia.

The Government of the United States, being agreeable to the extension of this cooperative program to include a project for demonstration and teaching techniques of drilling wells in Ethiopia, further agrees that in addition to the obligations which it previously has agreed to assume it shall deposit to the credit of the Water Resources Joint Fund established pursuant to the Exchange of Notes dated June 23 and June 24, 1952, the sum of $100,000 (one hundred thousand) in currency of the United States.

In addition to the obligations which the Imperial Ethiopian Government previously has agreed to assume, the Imperial Ethiopian Government shall deposit to the credit of the Water Resources Joint Fund the sum of $250,000 (two hundred fifty thousand) in the currency of Ethiopia.

The project for demonstrating and teaching well drilling techniques shall be jointly developed, approved, and supervised by His Excellency, the Minister of Commerce and Industry and Head of the Planning Board, who was designated in the Ministry's Note No. 36–3B–45 of December 17, 1952,[2] to represent the Government of Ethiopia for this program, and by the U. S. Director of Technical Cooperation in Ethiopia as Co-Directors of the Water Resources Joint Fund, or by their duly authorized alternates.

[1] Treaties and Other International Acts Series 2662; 3 UST, pt. 4, p. 4893.
[2] Not printed.

Upon receipt of a Note from the Ministry of Foreign Affairs indicating that the foregoing arrangements are acceptable to the Imperial Ethiopian Government, the Government of the United States of America will take the necessary steps to fulfill its obligations under this Agreement.

This arrangement will be effective on the date of the Ministry's reply concurring herewith and shall remain in force for the duration of the cooperative program for the survey of water resources in Ethiopia which was agreed in the exchange of Notes between our Governments dated June 23 and June 24, 1952.

The Embassy avails itself of this opportunity to renew to the Ministry the assurances of its highest consideration.

AMERICAN EMBASSY,
Addis Ababa, June 27, 1953.

The Ethiopian Ministry of Foreign Affairs to the American Embassy

የኢትዮጵያ ፡ ንጉሠ ፡ ነገሥት ፡ መንግሥት ፡
የውጭ ፡ ጉዳይ ፡ ሚኒስቴር ።

MINISTRY OF FOREIGN AFFAIRS

አዲስ ፡ አበባ ፡
Addis Ababa, *June 30, 1953*

No. 97/3B/45

The Ministry of Foreign Affairs of the Imperial Ethiopian Government present their compliments to the Embassy of the United States of America and have the honour to refer to the Embassy's Note N°. 258 of June 27, 1953, and to the request of the Imperial Ethiopian Government that the cooperative program for the survey of water resources in Ethiopia, which was agreed in the exchange of Notes between our Governments dated June 23 and 24, 1952, be extended to include a project for demonstration and teaching techniques of drilling wells in Ethiopia.

The Ministry are pleased to communicate this agreement of the Imperial Ethiopian Government to the terms of the Embassy's Note No. 258 of June 27, 1953, namely:

The Government of the United States, being agreeable to the extension of this cooperative program to include a project for demonstration and teaching techniques of drilling wells in Ethiopia, further agrees that in addition to the obligations which it previously has

agreed to assume it shall deposit to the credit of the Water Resources Joint Fund established pursuant to the Exchange of Notes dated June 23 and June 24, 1952, the sum of $100,000 (one hundred thousand) in currency of the United States.

In addition to the obligations which the Imperial Ethiopian Government previously has agreed to assume, the Imperial Ethiopian Government shall deposit to the credit of the Water Resources Joint Fund the sum of $250,000 (two hundred fifty thousand) in the currency of Ethiopia.

The Project for demonstrating and teaching well drilling techniques shall be jointly developed, approved, and supervised by His Excellency, the Minister of Commerce and Industry and Head of the Planning Board, who was designated in the Ministry's Note N°. 36–3B–45 of December 17, 1952, to represent the Government of Ethiopia for this program, and by the U.S. Director of Technical Cooperation in Ethiopia as Co-Directors of the Water Resources Joint Fund, or by their duly authorized alternates.

Upon receipt of a note from the Ministry of Foreign Affairs indicating that the foregoing arrangements are acceptable to the Imperial Ethiopian Government, the Government of the United States of America will take the necessary steps to fulfill its obligations under this Agreement.

This arrangement will be effective on the date of the Ministry's reply concurring herewith and shall remain in force for the duration of the cooperative program for the survey of water resources in Ethiopia which was agreed in the exchange of Notes between our Government dated June 23 and June 24, 1952."

The Ministry of Foreign Affairs of the Imperial Ethiopian Government avail themselves of this opportunity to renew to the Embassy of the United States of America the assurances of their highest consideration.

[SEAL]

THE EMBASSY OF THE UNITED STATES OF AMERICA,
Addis Ababa.

TIAS 2815
Feb. 25, 1953

ECONOMIC COOPERATION

Agreement between the UNITED STATES OF AMERICA and the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Amending Agreement of July 6, 1948, as Amended

- Effected byExchange of Notes
  Signed at London February 25, 1953
- Entered into force February 25, 1953

The American Ambassador to the British Secretary of State for Foreign Affairs

AMERICAN EMBASSY
LONDON, ENGLAND
February 25, 1953

No. 8799

SIR:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the Economic Cooperation Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland signed at London on July 6, 1948,[1] as amended by exchanges of Notes on January 3, 1950,[2] on May 25, 1951,[3] and on January 8, 1952,[4] and to the enactment into law by the Congress of the United States of the Mutual Security Act of 1952, Public Law 400, 82nd Congress,[5] amending the Economic Cooperation Act of 1948[6] and the Mutual Security Act of 1951.[7] I also have the honor to confirm the understandings reached as a result of these conversations as follows:

1. Whenever reference is made in the Economic Cooperation Agreement, as amended, to the Mutual Security Act of 1951, or to the Economic Cooperation Act of 1948, such reference shall be construed as meaning such acts as heretofore amended.

2. The phrase, "Five per cent of each deposit", appearing in paragraph 4 of Article IV of the Economic Cooperation Agreement shall be changed to "ten per cent of each deposit".

3. The Government of the United Kingdom will immediately consult Governments of the territories to which the Economic Cooperation Agreement extends under Article XII thereof with a view to securing their consent to the extension to them of the provisions of the present Note. The Government of the United Kingdom will notify the Government of the United States of America of the extension of the said

[1] Treaties and Other International Acts Series 1795; 62 Stat., pt. 2, p. 2596.
[2] TIAS 2036; 1 UST 184.
[3] TIAS 2277; 2 UST 1292.
[4] TIAS 2622; 3 UST, pt. 4, p. 4665.
[5] 66 Stat. 141.
[6] 62 Stat. 137; 22 U.S.C. §§ 1501–1522.
[7] 65 Stat. 373.

provisions to each territory whose Government gives such consent and the provisions shall extend to that territory upon receipt of the notification by the Government of the United States of America.

Upon receipt of a Note from Your Excellency confirming that the foregoing understandings are acceptable to the Government of the United Kingdom, the Government of the United States of America will consider that this Note and your reply thereto constitute an agreement between the two Governments, which shall enter into force on the date of your Note in reply and shall remain in force as long as the Economic Cooperation Agreement remains in force.

Please accept, Sir, the renewed assurances of my highest consideration.

WINTHROP W. ALDRICH

The Right Honorable
ANTHONY EDEN, M. C., M. P.
Secretary of State for
Foreign Affairs
Foreign Office, S. W. 1.

The British Secretary of State for Foreign Affairs to the American Ambassador

FOREIGN OFFICE, S. W. 1.
25th February, 1953.

No. M 282/4.

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's Note of to-day's date which reads as follows:—

"I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the Economic Cooperation Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland signed at London on July 6, 1948, as amended by Exchanges of Notes on January 3, 1950, on May 25, 1951, and on January 8, 1952, and to the enactment into law by the Congress of the United States of the Mutual Security Act of 1952, Public Law 400, 82nd Congress, amending the Economic Cooperation Act of 1948 and the Mutual Security Act of 1951. I also have the honor to confirm the understandings reached as a result of these conversations as follows:

1. Whenever reference is made in the Economic Cooperation Agreement, as amended, to the Mutual Security Act of 1951, or to the Economic Cooperation Act of 1948, such reference shall be construed as meaning such Acts as heretofore amended.

2. The phrase, "Five per cent of each deposit", appearing in paragraph 4 of Article IV of the Economic Cooperation Agreement shall be changed to "ten per cent of each deposit".

3. The Government of the United Kingdom will immediately consult Governments of the territories to which the Economic Cooperation Agreement extends under Article XII thereof with a view to securing their consent to the extension to them of the provisions of the present Note. The Government of the United Kingdom will notify the Government of the United States of America of the extension of the said provisions to each territory whose Government gives such consent and the provisions shall extend to that territory upon receipt of the notification by the Government of the United States of America.

Upon receipt of a Note from Your Excellency confirming that the foregoing understandings are acceptable to the Government of the United Kingdom, the Government of the United States of America will consider that this Note and your reply thereto constitute an agreement between the two Governments, which shall enter into force on the date of your Note in reply and shall remain in force as long as the Economic Cooperation Agreement remains in force."

In reply I have the honour to confirm to you that the provisions set forth in the said Note are acceptable to Her Majesty's Government in the United Kingdom and that they agree with your proposal that your Note and this reply constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of this Note.

I have the honour to be, with the highest consideration,

Your Excellency's obedient Servant,

ANTHONY EDEN

His Excellency
The Honourable
WINTHROP W. ALDRICH, G. B. E.,
etc., etc., etc.

TIAS 2816
Feb. 25, 1953

ECONOMIC COOPERATION

Agreement between the UNITED STATES OF AMERICA and the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Pursuant to Agreement of July 6, 1948, as Amended

- Effected by Exchange of Notes
  Signed at London February 25, 1953
- Entered into force February 25, 1953

The British Secretary of State for Foreign Affairs to the American Ambassador

FOREIGN OFFICE, S. W. 1.

No. M 368/11. *25th February, 1953.*

YOUR EXCELLENCY,

I have the honour to refer to the conversations which have recently taken place between representatives of our two Governments relating to the Economic Co-operation Agreement signed at London on the 6th July, 1948, [1] and to Section 9 (c) of the Mutual Security Act of 1952 [2] amending Section 115 of the Economic Co-operation Act of 1948.[3] I have also the honour to confirm the understandings set out below, which have been reached as a result of these conversations.

1. The Government of the United Kingdom of Great Britain and Northern Ireland agree that the establishment of a sound and expanding economy capable of providing a progressive increase in living standards is essential to the development of mutual security and of the individual and collective defence of the free world, and they believe that a concrete programme, carried out in the United Kingdom pursuant to the provisions of Section 115 (k) of the Economic Co-operation Act of 1948, as amended and of Section 516 (a) of the Mutual Security Act of 1951, as amended, can make a significant contribution to the achievement of this objective.

2. The Government of the United Kingdom are therefore glad to take this opportunity to put forward certain proposals for projects to be financed with funds deposited in the special account in accordance with Article IV of the said Economic Co-operation Agreement, such funds being the counterpart of aid funds allotted to the United Kingdom under Section 115 (k) of the Economic Co-operation Act referred to in paragraph 1 above. They are satisfied that increase in productivity can only be achieved by industry itself, and (in accordance with the emphasis placed by the Economic Co-operation Act and the Mutual Security Act on private enterprise) these proposals are designed to meet the responsibility of Government to assist in the provision of services by which industry can help itself, to promote research necessary for this purpose, to make what provision it can to give industry encouragement to raise its efficiency, and to provide for co-operative action between government, management and labour, so as to enable industry to raise the national production to new heights.

[1] Treaties and Other International Acts Series 1795; 62 Stat., pt. 2, p. 2596.
[2] 66 Stat. 150; 22 U.S.C. § 1513 (c).
[3] 62 Stat. 150; 22 U.S.C. § 1513.

Thus, some of the projects put forward call for once-for-all expenditure on the endowment of university studies, research contracts or equipment, or the initiation of services for industry of a kind which it is hoped industry will subsequently be prepared to finance for itself.

3. This programme will be put into effect as soon as possible and is being planned on the basis that the bulk of it will be completed within two or three years. Estimates of the periods for particular items are indicated in subsequent sub-paragraphs. The programme consists of a number of heads under each of which projects can be worked out designed to help to increase the ability and willingness of British industry to produce under fully competitive conditions to the mutual benefit of employers and employed and of the consumer. They are as follows:—

(a) *Advisory Service.* To advise concerns, especially the smaller concerns, on re-organisation and production techniques with a view to increasing productivity and lowering prices. The advisers might be members of the staff of research or business organisations if they specialised in the problems of particular industries, or might work under contract for, say, the British Productivity Council or with the Department of Scientific and Industrial Research if they specialised in techniques applicable to the whole of industry. It is believed that their activities could be spread over a great part of industry and agriculture.

Estimated expenditure during a period of two to three years of counterpart funds from $1.28 m. (£0.457 m.)

(b) *Expansion of research into factors affecting the efficiency of the national economy.* This research would deal with, among other things, such matters as incentives in industry or agriculture, the effects of restrictive practices, and the relative efficiency of competitive and monopolistic enterprise. The programme would range from medical work on, say, design of machine controls and industrial fatigue problems, or research into the sociology and social psychology of the relationships between employer, management and employed, to pure economic descriptive, statistical and theoretical work on, for instance, the structure of industry and the structure and practice of trade associations, trade unions and so on. Special emphasis would be given to applied research in these subjects. It would, it is hoped, provide information about a number of points touching the attitude of employers and employed to higher production. Such a programme would be carried out largely under contract by various bodies, including the universities and economic or sociological institutes, the British Institute of Management and other professional and learned bodies.

(c) *Promotion of Studies.* This proposal includes the promotion of

studies in technological subjects at various universities and technical colleges, the training of staff for courses for supervisors, the provision of scholarships, including scholarships for trade unionists, in management subjects. Part of this proposal might take the form of a contribution by endowment to the building up, recently announced by the Government of the United Kingdom, of at least one institution of university rank devoted predominantly to the teaching and study of the various forms of technology, and their application to production processes. These projects would not only help to fill the gap between industrial and agricultural research and its practical application in factory and farm, but also would enable management and labour to gain an appreciation of methods designed to increase productivity.

Estimated expenditure in respect of (b) above during a period of three years and in respect of (c) above during a period of two to three years, of counterpart funds from $2.8 m. (£1.0 m.).

(d) *Publicity.* It is proposed to give this programme wide publicity, emphasizing the contribution it can make to the achievement of the objectives stated in the paragraphs 1 and 2 above. One effective method would be the organisation of local conferences or the showing of exhibits, with the co-operation of industry. As a part of the publicity campaign, but also as part of the training and education courses in particular techniques, arrangements would be made for facilitating the showing in factories, public halls, at conferences and elsewhere, of instructional films, including the films which have been supplied by the Mutual Security Agency. A small number of further films might be made in this country on carefully chosen subjects. The results of the research referred to in sub-paragraph (b) above would also, so far as it is generally applicable, be made available to management, labour and the public generally.

Estimated expenditure during a period of two to three years of counterpart funds from $0.5 m. (£0.178 m.)

(e) *Loans to Industry.*

(i) It is proposed to set up a revolving fund of $2.8 m. (£1 m.) to be used for short-term loans to industry for equipment and reorganisation of plant. In appropriate cases these loans would be used to carry out the recommendations of the Anglo-American Council reports or of the advisers referred to in sub-paragraph (a) above. Producers, processors, and distributors of foodstuffs and agricultural supplies, such as fertilisers, and projects for distribution and marketing of agricultural products would also be eligible.

(ii) In the administration of the fund advice on the matters referred to in sub-paragraph (iii) below would be given by a committee or

committees to be created for that purpose including members selected from such national organisations representing both sides of industry as the Federation of British Industries, the National Union of Manufacturers and the Trades Union Congress, possibly through the British Productivity Council. The members would, however, serve as individuals and not as representatives of the bodies from which they were chosen. Guidance on general policy would be given by the interdepartmental Committee hereinafter referred to.

(iii) The fund would be administered in accordance with terms which would provide, *inter alia*, that loans should be used to increase production and productivity, with consequent lower prices to consumers, so as to promote an expanding economy capable of providing a progressive increase in standards of living. The importance would be stressed of making these loans available to small and medium-sized enterprises in order to increase the ability of industry to produce under fully competitive conditions; importance would be attached to choosing sound firms likely to be able to market their increased production, and to the necessity, if the loans were to have their maximum utility, of providing means whereby the knowledge and experience gained in suitable cases (such as those in which the money was spent on implementing the recommendations of a productivity report or of the advisers) would be made available to others in a position to benefit from it and whereby the results achieved through higher productivity could be equitably shared.

Estimated expenditure of counterpart funds from $2.8 m. (£1.0 m.) No period has been set for this operation.

(f) The Government of the United Kingdom will be prepared to play its part in a productivity agency to be established by the Organisation for European Economic Co-operation.

Estimated expenditure during a period of three years of counterpart funds from $0.72 m. (£0.254 m.)

(g) The balance of the counterpart funds to be provided, $0.9 m. (£0.321 m.) will be distributed, in agreement with the Special Mission to the United Kingdom of the Mutual Security Agency, among those projects within the above programme on which it could most effectively be used for expenditure within the periods indicated in the appropriate sub-paragraphs.

4. Since the foregoing programme covers a wide range of subjects and involves a considerable number of government departments, the various activities will be coordinated by an interdepartmental Committee. This Committee will be charged with the duty of seeing that the funds allotted are used in conformity with the programme

set out above, or any changes subsequently agreed between us, for giving general guidance in the administration of the loans referred to in sub-paragraph (e) of paragraph 3 above, for carrying out forward planning, and for supervising the publicity programme referred to in sub-paragraph (d) of paragraph 3 above. It will also be a function of the interdepartmental Committee to provide the Special Mission to the United Kingdom of the Mutual Security Agency with periodic reports of progress under the programme so that you may be regularly and fully informed of what it achieves.

5. It is understood that the decision as to the industries or branches of agriculture in which loans would initially be made, as to the general categories of expenditure under the other sections of this programme, and as to the objects of any permanent endowments will be taken in consultation with the Special Mission to the United Kingdom of the Mutual Security Agency.

6. On the termination of a project or programme referred to in this Note, including the revolving loan fund, disposal of any funds remaining, including any payments of principal and interest thereon which may accrue thereafter on loans from the revolving loan fund, shall be determined by agreement between the Government of the United States of America and the Government of the United Kingdom.

7. The amount and timing of dollar allotments to be made and the terms and method of deposit and distribution of counterpart funds under this programme, together with certain procedural arrangements, are contained in the Annex to this note, which shall be deemed to be an integral part thereof.

8. The Government of the United Kingdom consider this programme to be of real importance and capable of making a significant contribution to the objectives of the Economic Co-operation Act and the Mutual Security Acts, which they uphold in common with the United States Government. They will encourage and facilitate, by all appropriate means, the widest possible participation by firms, agencies and institutions in this programme.

I should be glad if Your Excellency would confirm that the above understandings are also acceptable to the Government of the United States of America.

I have the honour to be with the highest consideration,

Your Excellency's obedient Servant,

ANTHONY EDEN

His Excellency
The Honourable
WINTHROP W. ALDRICH, G. B. E.,
etc., etc., etc.

ANNEX

1. The Government of the United States will allot $9 million to the United Kingdom Government during the United States fiscal year 1953 to carry out the terms of this Note, in accordance with established procedures for the allotment of other dollar assistance under the Mutual Security Act of 1951, as amended. These dollars will be available for general programme procurement under the established Procurement Authority procedure governing the expenditure of other dollar assistance made available by the United States Government under the said Act. The above sum will be allotted as follows:—

(a) At the date of the signature of this note: $5 million.
(b) Three months after the date of the signature of this note: $3.28 million.
(c) Upon the Government of the United Kingdom becoming a party to the productivity agency to be established by the Organisation for European Economic Co-operation provided that such agency is established: $0.72 million.

2. The Government of the United Kingdom agree that the local currency counterpart deposits made by them which will accrue, in accordance with the provisions of Article IV of the Economic Co-operation Agreement between the Governments of the United Kingdom of Great Britain and Northern Ireland and the United States of America of the 6th July, 1948, as the counterpart fund of the aforementioned dollar assistance shall be dealt with as follows:—

(a) (i) On the initial allotment of the dollars referred to in paragraph 1 above, a separate United States/United Kingdom fund will be established, to which will be transferred the local currency equivalent to 90 per cent. of the said and successive dollar allotments.

(ii) The local currency equivalent of 10 per cent. of the dollar allotments made in accordance with this Note will be transferred, as is the case with other dollar assistance under the Mutual Security Act of 1951, as amended, to the account of the Government of the United States.

(iii) To the extent that money is needed before actual accrual of counterpart funds in accordance with this Note, transfers will be effected from the existing general 90 per cent. counterpart account or from other resources of the Government of the United Kingdom.

(iv) The dates and amounts of such transfers of funds will be specified in the formal Mutual Security Agency/W letter allotting dollars in accordance with this Note.

(b) The Government of the United Kingdom will transfer to the special funds referred to in sub-paragraph (a) of this paragraph an additional amount of local currency equivalent to $900,000 derived from counterpart deposits against Technical Assistance dollars expended in the United States fiscal year 1953. To the extent that money is needed before actual accrual of the said counterpart, transfers will be effected from the existing general 90 per cent. counterpart account or from other resources of the Government of the United Kingdom.

(c) Releases of counterpart funds from such special United States/United Kingdom fund shall be made only to agreed agencies which have responsibilities in connexion with the approved programme in accordance with established procedures governing releases of counterpart funds from the 90 per cent. counterpart fund.

3. The revolving loan fund, referred to in sub-paragraph (e) of paragraph 3 of this Note will draw its initial funds from the special United States/United Kingdom fund, referred to in sub-paragraph (c) of paragraph 2 above. The initial loans from this revolving fund shall be made in accordance with the provisions, particularly sub-paragraph (e) of paragraph 3, of this Note. Any payments on loans made from the said fund and any net interest earnings which may accrue in connexion with such loans will likewise be used to make further loans in accordance with sub-paragraph (e).

4. The total amount of funds expended, in accordance with this Note, in the field of agriculture will not exceed 30 per cent. of the local currency funds which will be available in accordance with its terms.

60602 O - 56(Part 2) - 8

The American Ambassador to the British Secretary of State for Foreign Affairs

AMERICAN EMBASSY
LONDON, ENGLAND
No. 8800 *February 25, 1953*

SIR:

I have the honor to acknowledge the receipt of Your Excellency's Note No. M 368/11 of today's date, in which you refer to the conversations which have recently taken place between representatives of our two Governments relating to the Economic Co-operation Agreement signed at London on the 6th July, 1948, as amended, [1] and to Section 9 (c) of the Mutual Security Act of 1952 amending Section 115 of the Economic Co-operation Act of 1948, as amended, and in which you also confirm certain understandings which have been reached as a result of these conversations. These understandings are set forth in eight numbered paragraphs of the Note and in four numbered paragraphs of the Annex thereto, which is deemed to be an integral part thereof.

In reply I have the honor to confirm that these understandings as set forth in the numbered paragraphs of your Note, including its Annex, also represent the understandings of the Government of the United States of America.

Please accept, Sir, the renewed assurances of my highest consideration.

WINTHROP W. ALDRICH

The Right Honorable
ANTHONY EDEN, M. C., M. P.
Secretary of State
for Foreign Affairs
Foreign Office
S. W. 1

[1] Treaties and Other International Acts Series 2036; 1 UST 184; TIAS 2277; 2 UST 1292; and TIAS 2622; 3 UST, pt. 4, p. 4665.

TRAINING PROGRAM IN THE UNITED STATES OF AMERICA FOR JAPANESE NATIONAL SAFETY FORCE OFFICERS

TIAS 2817
Mar. 17 and
18, 1953

Agreement between the
UNITED STATES OF AMERICA
and JAPAN

- Effected by Exchange of Notes
  Signed at Tokyo March 17
  and 18, 1953
- Entered into force March 18, 1953

The Japanese Minister for Foreign Affairs to the American Ambassador

協三第三三二号

書簡をもつて啓上いたします。本大臣は、閣下に対し、日本国政府が、保安隊の活動を更に能率的なものとするための手段の一つとして、その選抜されたある数の職員を、適当な訓練のためアメリカ合衆国に派遣したいとの希望を有する旨を通報し、また、閣下が、右の希望を達成するため貴国政府に対し所要の手続を採られるよう要請するの光栄を有します。

若し右の申し入れが貴国政府の好意的考慮を得れば、日本国政府は、それを、別途定められるべき取極に基いて実施いたしたいと思います。

右申し進めかたかた本大臣はここに重ねて閣下に向つて敬意を表します。

昭和二十八年三月十七日

外務省

アメリカ合衆国特命全権大使
ロバート・デイ・マーフィー 閣下

外務大臣 岡崎勝男



外務省

Translation

THE GAIMUSHO

MINISTRY OF FOREIGN AFFAIRS

No. 332/IC3

March 17, 1953.

MONSIEUR L'AMBASSADEUR,

I have the honor to inform Your Excellency that my Government, as one of the measures to conduce to higher efficiency in the operation of the National Safety Force, is desirous of sending a certain number of its selected officers to the United States of America for appropriate training and to request that Your Excellency be good enough to make necessary arrangements with your Government to meet the above desire.

Should the above proposition receive the favorable consideration of your Government, my Government would like to carry it out according to arrangements to be made separately.

I avail myself of this opportunity to renew to Your Excellency, Monsieur l'Ambassadeur, the assurance of my highest consideration.

KATSUO OKAZAKI
Minister for Foreign Affairs.

His Excellency
Mr. ROBERT MURPHY
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Tokyo

The American Ambassador to the Japanese Minister for Foreign Affairs

AMERICAN EMBASSY,

No. 1767

Tokyo, March 18, 1953.

EXCELLENCY:

I have the honor to refer to Your Excellency's note dated March 17, 1953, in which it is stated:

"I have the honor to inform Your Excellency that my Government, as one of the measures to conduce to higher efficiency in the operation of the National Safety Force, is desirous of sending a certain number of its selected officers to the United States of America for appropriate training and to request that Your Excellency be good enough to make necessary arrangements with your Government to meet the above desire.

"Should the above proposition receive the favorable consideration of your Government, my Government would like to carry it out according to arrangements to be made separately."

I am happy to state that my Government concurs in the proposals contained in Your Excellency's note and is prepared to make the necessary arrangements, in consultation with the appropriate authorities of the Government of Japan, for the training in the United States of America of selected officers of the National Safety Force.

ROBERT MURPHY

His Excellency
KATSUO OKAZAKI,
Minister for Foreign Affairs,
Tokyo.

TIAS 2818
Mar. 13 and
Apr. 2, 1953

ECONOMIC COOPERATION

Guaranties under Public Law 472, 80th Congress, as Amended

Agreement between the
UNITED STATES OF AMERICA
and HAITI

- Effected by Exchange of Notes
Signed at Washington March 13 and
April 2, 1953
- Entered into force April 2, 1953

The Secretary of State to the Haitian Ambassador

DEPARTMENT OF STATE
WASHINGTON
March 13, 1953

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments, relating to guaranties authorized by Section 111 (b) (3) of the Economic Cooperation Act of 1948, as amended.[1] I also have the honor to confirm the understandings reached as a result of these conversations as follows:

The Governments of Haiti and of the United States of America will, upon the request of either of them, consult respecting projects in Haiti proposed by nationals of the United States of America with regard to which guaranties under Section 111 (b) (3) of the Economic Cooperation Act of 1948, as heretofore amended, have been made or are under consideration. With respect to such guaranties extending to projects which are approved by the Government of Haiti in accordance with the provisions of the aforesaid Section, the Government of Haiti agrees:

a. That if the Government of the United States of America makes payment in United States dollars to any person under any such guaranty, the Government of Haiti will recognize the transfer to the United States of America of any right, title or interest of such person in assets, currency, credits, or other property on account of which such payment was made and the subrogation of the United States of America to any claim or cause of action of such person arising in connection therewith. The Government of Haiti shall also recognize any transfer to the Government of the United States of America pursuant to such guaranty of any compensation for loss covered by such guaranties received from any source other than the Government of the United States of America;

b. That gourde amounts acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded, at the time of such acquisition, to private funds arising from transactions of United States nationals which are comparable to the transactions

[1] 62 Stat. 144; 22 U. S. C. § 1509(b) (3).

covered by such guaranties, and that such gourde amounts will be freely available to the Government of the United States of America for administrative expenditures;

c. That any claim against the Government of Haiti to which the Government of the United States of America may be subrogated as the result of any payment under such a guaranty, shall be the subject of direct negotiations between the two Governments. If within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator selected by mutual agreement. If the Governments are unable, within a period of three months, to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Haiti, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

For the Secretary of State:
JOHN M. CABOT

His Excellency
JACQUES LÉGER,
Ambassador of Haiti.

The Haitian Ambassador to the Secretary of State

AMBASSADE D'HAITI
WASHINGTON

LE 2 AVRIL 1953.

MONSIEUR LE SECRÉTAIRE D'ETAT,

Me référant à votre lettre du 13 Mars 1953 qui se lit comme suit:

"J'ai l'honneur de me référer aux conversations qui ont eu lieu récemment entre les représentants de nos deux gouvernements relativement aux garanties prévues à la Section III (b) (3) de la loi de coopération économique de 1948, telle qu'elle a été amendée, J'ai également l'honneur de vous confirmer les dispositions suivantes arrêtées à la suite de ces conversations:

Les Gouvernements de la République d'Haiti et des Etats-Unis d'Amérique se consulteront, à la demande de l'un ou l'autre, sur les

projets que des ressortissants des Etats-Unis d'Amérique se proposent d'entreprendre en Haiti et au sujet desquels des garanties relevant de la Section III (b) (3) de la Loi de Coopération Economique, telle qu'elle a été amendée, ont été accordées ou sont envisagées. En ce qui concerne les garanties se rapportant également aux projets approuvés par le Gouvernement de la République d'Haiti, conformément aux dispositions de la Section mentionnée ci-dessus, le Gouvernement de la République d'Haiti convient:

a) Que si le Gouvernement des Etats-Unis d'Amérique effectue un paiement en dollars des Etats-Unis à une personne quelconque en vertu de l'une des garanties, le Gouvernement de la République d'Haiti reconnaîtra le transfert aux Etats-Unis d'Amérique de tous droits, titres ou intérêts de cette personne sous forme d'avoirs, d'espèces, de crédits ou autres biens ayant motivé ce paiement, et la subrogation des Etats-Unis d'Amérique pour toute réclamation ou tout motif justifiant l'intervention des tribunaux, qui pourraient surgir à cet égard.

En vertu de cette garantie, le Gouvernement de la République d'Haiti reconnaîtra également tout transfert au Gouvernement des Etats-Unis d'Amérique, de tout dédommagement, pour perte couverte par ces garanties, reçu de toute source autre que le Gouvernement des Etats-Unis d'Amérique.

b) Qu'il sera accordé aux avoirs en gourdes acquis par le Gouvernement des Etats-Unis d'Amérique en vertu de ces garanties, un traitement qui ne sera pas moins favorable que celui accordé au moment de cette acquisition à des fonds privés provenant de transactions de ressortissants des Etats-Unis d'Amérique, transactions comparables à celles qui sont couvertes par ces garanties, et que le Gouvernement des Etats-Unis d'Amérique pourra obtenir librement ces avoirs en gourdes pour le règlement des dépenses administratives.

c) Que toute réclamation contre le Gouvernement de la République d'Haiti, à laquelle le Gouvernement des Etats-Unis d'Amérique pourra être subrogé du fait d'un paiement effectué en vertu d'une telle garantie, fera l'objet de négociations directes entre les deux gouvernements. Si ceux-ci ne réussissent pas, dans un délai raisonnable, à régler la question à l'amiable, elle sera soumise à un arbitre unique choisi par accord mutuel et dont la décision sera sans appel et aura force exécutoire. Si dans un délai de trois mois, les Gouvernements n'ont pas pu tomber d'accord sur ce choix, l'arbitre pourra être désigné par le Président de la Cour Internationale de Justice, à la demande de l'un ou l'autre gouvernement.

A la réception d'une note de Votre Excellence, faisant savoir que les dispositions qui précèdent sont acceptables au Gouvernement de

la République d'Haiti, le Gouvernement des Etats-Unis d'Amérique considérera que la présente note ainsi que la réponse de Votre Excellence, à cette note, constitueront un accord entre les deux Gouvernements sur le sujet en question, ledit accord devant entrer en vigueur, à la date de la note que Votre Excellence enverra en réponse".

J'ai l'honneur d'accepter, au nom du Gouverneemnt de la République d'Haiti, les dispositions contenues dans la note ci-dessus de Votre Excellence.

Veuillez agréer, Honorable Secrétaire d'Etat, l'assurance renouvelée de ma plus haute considération.

JACQUES LÉGER

Honorable JOHN FOSTER DULLES
Secrétaire d'Etat des Etats-Unis d'Amérique
Département d'Etat
Washington, D. C.

Translation

EMBASSY OF HAITI
WASHINGTON

APRIL 2, 1953.

MR. SECRETARY OF STATE:

Referring to your note of March 13, 1953, which reads as follows:

[For the English language text of the note, see *ante*, p. 1547.]

I have the honor to accept, on behalf of the Government of the Republic of Haiti, the provisions contained in the foregoing note from Your Excellency.

Accept, Mr. Secretary of State, the renewed assurance of my highest consideration.

JACQUES LÉGER

The Honorable
JOHN FOSTER DULLES,
Secretary of State of the
United States of America,
Department of State,
Washington, D. C.

TECHNICAL COOPERATION

TIAS 2819
Apr. 7, 1953

Jordan Program

Agreement between the
UNITED STATES OF AMERICA
and JORDAN

Amending Agreement of February 12, 1952,
as Amended

- **Signed at Amman April 7, 1953**
- **Entered into force April 7, 1953**

AMENDMENT NO. 2 TO THE JORDAN PROGRAM AGREEMENT

The Government of the United States of America and the Government of the Hashemite Kingdom of the Jordan agree that the Jordan Program Agreement entered into between the two Governments on the twelfth day of February, 1952, [1] as amended on the tenth day of September, 1952, [2] is further amended as follows:

ARTICLE I

Paragraphs 5, 6, 7, and 8 of Article IV of the Jordan Program Agreement are renumbered, respectively, as paragraphs 6, 7, 8, and 9, and a new paragraph 5 is added as follows:

"5. The Government of the Hashemite Kingdom of the Jordan shall establish as soon as practicable within the Ministry of Finance a Cooperative Department for Range Resources Development to carry out the program of technical cooperation in the field of range resources development and shall designate the Technical Cooperation Service for Jordan chief for range resources development as the Chief of this department".

ARTICLE II

Substitute the following for the first two sentences of paragraph 1 of Article V of the Jordan Program Agreement:

"Advisory services and surveys and other elements of the program for technical cooperation not executed through the Cooperative Departments established pursuant to the provisions of Article IV shall be executed by the Jordanian-American Joint Fund for General Economic Development (hereinafter referred to as 'the Economic Development Fund') which shall serve as an agency of the Government of the Hashemite Kingdom of the Jordan. The Minister of Economy, or his designee, and the Director of the Technical Cooperation Service for Jordan, or his designee, shall serve as co-directors of the Economic Development Fund. The moneys of the Economic Development Fund may be maintained in such bank or

[1] Treaties and Other International Acts Series 2505; 3 UST, pt. 3, p. 3747.
[2] TIAS 2696; 3 UST, pt. 4, p. 5084.

banks as the co-directors shall select, and shall be available only for the purposes of this agreement. The portion of the program executed by the Economic Development Fund shall be performed in accordance with project agreements, concluded between the co-directors, which shall designate the kind of work to be done, make the allocation of funds therefore, and contain such other matters as the parties may decide to include. All contracts and other instruments and documents relative to the execution of projects by the Economic Development Fund shall be executed in its name and shall be signed by the co-directors."

ARTICLE III

Substitute the words "Economic Development Fund" for the words "Technical Cooperation Service for Jordan" in the following instances:

1. Article V: First sentence of paragraph 2.

2. Article VI: Third sentence of paragraph 1; itemization of contributions in paragraphs 1 and 2; first sentence of paragraph 2; third sentence of paragraph 5; last sentence of paragraph 8.

ARTICLE IV

Substitute the following for the present Article VIII of the Jordan Program Agreement:

"The parties agree that the contribution of the Government of the United States of America described in Article VI of this Agreement, and any future contributions by the Government of the United States of America pursuant to this Agreement, shall be withheld in the United States of America to meet payments to be made outside of Jordan in United States dollars. The amounts used for such payments when expended as agreed upon by the Minister of Economy and the Director of the Technical Cooperation Service for Jordan shall be considered as if deposited to the credit of the appropriate cooperative department or the Economic Development Fund. The Minister of Economy and the Director of the Technical Cooperation Service for Jordan may hereafter agree to the deposit in cash of any part of the United States contribution to the credit of the several cooperative departments or the Economic Development Fund in such installments as they agree upon".

Done in duplicate in Arabic and English, both languages being equally authentic, at Amman, Jordan, this 7th day of April, 1953.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
JOSEPH C. GREEN
Ambassador Extraordinary and Plenipotentiary of the United States of America

FOR THE GOVERNMENT OF THE HASHEMITE KINGDOM OF THE JORDAN
KHULUSI KHEIRI
Minister of Economy of the Hashemite Kingdom of the Jordan

تعديل رقم (٢)

لاتفاقية البرامج الاردنية

لقد اتفقت حكومة المملكة الاردنية الهاشمية وحكومة الولايات المتحدة الاميركية على تعديل اتفاقية البرامج الاردنية المنعقدة بين الحكومتين في اليوم الثاني عشر من شباط سنة ١٩٥٢ والمعدلة في اليوم العاشر من ايلول سنة ١٩٥٢ ، على الوجه التالي : —

المادة الاولى

يعاد ترقيم الفقرات (٥ ، ٦ ، ٧ ، ٨) من المادة الرابعة من اتفاقية البرامج الاردنية فتصبح (٦ ، ٧ ، ٨ ، ٩) على التوالي ، وتضاف فقرة خامسة جديدة كما يلي : —

" ٥ — تنشئ حكومة المملكة الاردنية الهاشمية بالسرعة الممكنة عملا ضمن وزارة المالية دائرة تعاونية لتنمية موارد المراعي ، وذلك لتنفيذ برنامج التعاون الفني في حقل تنمية موارد المراعي . "

المادة الثانية

يستعاض عن الجملتين الاولى والثانية من الفقرة الاولى من المادة الخامسة لاتفاقية البرامج الاردنية بما يلي : —

"ان الخدمات الاستشارية والاحصاءات وعناصر برنامج التعاون الفني الاخرى التي لم تنفذ من قبل الدوائر التعاونية المنشأة بمقتضى نصوص المادة الرابعة ، يجب ان تنفذ من قبل الصندوق الاردني — الاميركي المشترك للانعاش الاقتصادي العام (المشار اليه فيما بعد بصندوق الانعاش الاقتصادي) الذي يخدم كوكالة لحكومة المملكة الاردنية الهاشمية . ويحمل وزير الاقتصاد او مندوبه ومدير الخدمات الفنية التعاونية للاردن او مندوبه كمديرين بالاشتراك — لصندوق الانعاش الاقتصادي . ويجوز ايداع نقود صندوق الانعاش الاقتصادي في المصرف او المصارف التي يختارها المديران ويجب ان تكون النقود متوفرة من اجل الاغراض هذه الاتفاقية فقط . هذا وان جزءا البرنامج المنجز من قبل صندوق الانعاش الاقتصادي انما يجري تنفيذه بموجب اتفاقيات المشاريع المعقودة بين المديرين ، والتي تحدد نوع العمل المنوي انجازه ، وتخصص الاموال اللازمة لذلك ، كما تفصل مسائل اخرى كالتي قد يقرر الفريقان شمولها .

ان جميع العقود وغيرها من الوثائق والمستندات التي لها صلة بتنفيذ المشاريع من قبل صندوق الانعاش الاقتصادي يجب ان تنفذ باسمه وان توقع من قبل المديرين .

المادة الثالثة

يستعاض عن الكلمات (الخدمات الفنية التعاونية للاردن) بالكلمات (صندوق الانعاش الاقتصادي) في الحالات الثانية على سبيل المثال ـ

١ ـ المادة الخامسة ، الجملة الاولى من الفقرة الثانية

٢ ـ المادة السادسة ، الجملة الثالثة من الفقرة الاولى ، مواد المساهمات في الفقرة الاولى والثانية ، الجملة الاولى من الفقرة الثانية ، الجملة الثالثة من الفقرة الخامسة ، الجملة الاخيرة من الفقرة الثامنة .

المادة الرابعة

يستعاض عن المادة الثامنة من اتفاقية البرامج الاردنية الحالية بما يلي ـ

اتفق الفريقان على ان تحتجز مساهمة حكومة الولايات المتحدة الاميركية المبينة في المادة السادسة من هذه الاتفاقية وكل مالتقدمه حكومة الولايات المتحدة من مساهمات في المستقبل طبقا لهذه الاتفاقية ـ تحتجز في الولايات المتحدة الاميركية لتسديد الدفعات التي تقوم خارج الاردن بالدولارات الاميركية . وحينما تصرف المبالغ المستحقة لمثل هذه الدفعات حسبما اتفق عليه وزير الاقتصاد ومدير الخدمات الفنية التعاونية للاردن يجب ان تعتبر كانها اودعت لحساب الدائرة التعاونية المختصة او لصندوق الانعاش الاقتصادي . يحق لوزير الاقتصاد ومدير الخدمات الفنية التعاونية للاردن ان يتفقا على ايداع جزء من مساهمة الولايات المتحدة لحساب الدوائر التعاونية المختلفة او لحساب صندوق الانعاش الاقتصادي بالتقاد وعلى الشاط يتفق عليهما .

حرر على نسختين بالعربية والانجليزية معتبرتين اللغتين متساويتين في قوة الرجوع اليهما في عمان، الاردن ، في اليوم السابع من شباط سنة ١٩٥٣ .

عن حكومة الولايات المتحدة الاميركية

سفير الولايات المتحدة الاميركية

عن حكومة المملكة الاردنية الهاشمية

وزير الاقتصاد في المملكة الاردنية الهاشمية

MUTUAL AID SETTLEMENT

Release of Netherlands Obligations on Behalf of Indonesia Under Agreement of May 28, 1947

TIAS 2820
Sept. 17 and
Oct. 15, 1952;
and Apr. 8, 1953.

Agreement between the
UNITED STATES OF AMERICA,
the NETHERLANDS, and INDONESIA

- Effected by Exchange of Notes
  Signed at The Hague September 17
  and Djakarta October 15, 1952,
  and at Washington April 8, 1953
- Entered into force April 8, 1953

The Netherlands and the Indonesian Ministers of Foreign Affairs to the Secretary of State

EXCELLENCY,

You will recall that the "Round Table Conference" Agreement concluded between the Kingdom of the Netherlands and the Republic of the United States of Indonesia covers under section D of the Financial and Economic Agreement (article 25) a settlement of debts according to which the Republic of the United States of Indonesia has taken over or acknowledged the debts to third countries, resulting from loans originally contracted, or guaranteed by the Netherlands Government on behalf of Indonesia. Under article 26 of the aforementioned Agreement the Government of the Republic of the United States of Indonesia, have assumed the responsibility for payment of both interest and amortization of the debts referred to in article 25.

These debts include a line of credit granted by the United States Government to the then Netherlands-Indies Government for the purchase of United States Surplus Property, embodied in the Agreement of May 28, 1947.[1] (article 25 letter B2).

Subsequently, on April 1st, 1950, on the occasion of the First Conference of Ministers of the Netherlands-Indonesian Union, agreement was reached in respect of co-ordinated steps to be taken by both the Netherlands and the Indonesian Governments with the creditor nations mentioned under letter B of article 25 of the R. T. C.-Agreement in order to arrive at a release of the Netherlands obligations still remainig as a result of the fact that the Netherlands Government had contracted or guaranteed the loan agreements on behalf of Indonesia.

In view of the above we formally request you to release the Netherlands Government from their guarantee as regards the aforementioned debt.

We trust that you will agree that after the unconditional transfer of sovereignty a guarantee from the Netherlands for a debt of Indonesia to a third country does not fit in with the present relationship between the two countries in question any more.

The Government of the Republic of Indonesia hereby assume the entire debt under discussion and agree to pay the debt in accordance with the terms of the agreement of May 28th, 1947.

[1] Treaties and Other International Acts Series 1750; 61 Stat., pt. 4, p. 3947.

It will be highly appreciated if a favourable reply to this request could soon be received.

We avail ourselves of this opportunity to renew to Your Excellency the assurances of our highest consideration.

For the Netherlands:
Minister of Foreign Affairs
J. H. BEYEN
Minister without Portfolio
H LUNS

THE HAGUE,
17 September 1952

For the Republic of Indonesia:
Minister of Foreign Affairs
MUKARTO.

DJAKARTA,
15 October 1952

His Excellency THE SECRETARY OF STATE,
Washington.

The Secretary of State to the Netherlands Ambassador

DEPARTMENT OF STATE
WASHINGTON
April 8 1953

EXCELLENCY:

I have the honor to refer to the joint note of the Kingdom of the Netherlands and the Republic of Indonesia signed at the Hague on September 17, 1952 by the Minister of Foreign Affairs and the Minister without Portfolio and at Djakarta on October 15, 1952 by the Minister of Foreign Affairs, the full text of which is quoted as follows:

"You will recall that the 'Round Table Conference' Agreement concluded between the Kingdom of the Netherlands and the Republic of the United States of Indonesia covers under Section D of the Financial and Economic Agreement (article 25) a settlement of debts according to which the Republic of the United States of Indonesia has taken over or acknowledged the debts to third countries, resulting from loans originally contracted, or guaranteed by the Netherlands Government on behalf of Indonesia. Under Article 26 of the aforementioned Agreement the Government of the Republic of the United States of Indonesia, have assumed the responsibility for payment of both interest and amortization of the debts referred to in article 25.

"These debts include a line of credit granted by the United States Government to the then Netherlands-Indies Government for the

purchase of United States Surplus Property, embodied in the Agreement of May 28, 1947. (article 25 letter B2).

"Subsequently, on April 1st, 1950, on the occasion of the First Conference of Ministers of the Netherlands-Indonesian Union, agreement was reached in respect of co-ordinated steps to be taken by both the Netherlands and the Indonesian Governments with the creditor nations mentioned under letter B of article 25 of the R. T. C.-Agreement in order to arrive at a release of the Netherlands obligations still remaining as a result of the fact that the Netherlands Government had contracted or guaranteed the loan agreements on behalf of Indonesia.

"In view of the above we formally request you to release the Netherlands Government from their guarantee as regards the aforementioned debt.

"We trust that you will agree that after the unconditional transfer of sovereignty a guarantee from the Netherlands for a debt of Indonesia to a third country does not fit in with the present relationship between the two countries in question any more.

"The Government of the Republic of Indonesia hereby assume the entire debt under discussion and agree to pay the debt in accordance with the terms of the agreement of May 28th, 1947.

"It will be highly appreciated if a favorable reply to this request could soon be received.

"We avail ourselves of this opportunity to renew to Your Excellency the assurances of our highest consideration."

The Government of the United States of America notes the request of the Netherlands Government and the Government of the Republic of Indonesia for the release of the Netherlands Government from its guaranty regarding a line of credit granted by the United States Government to the then Government of the Netherlands Indies for the purchase of United States surplus property (Agreement of May 28, 1947) and notes also that the Government of the Republic of Indonesia has assumed the entire debt under this Agreement and agrees unconditionally to pay the debt in accordance with the terms of the said agreement.

I am happy to be able to inform you that the request of the Government of the Netherlands and the Government of the Republic of Indonesia is acceptable to the Government of the United States of America. Accordingly, my Government accedes herewith to the request of the Netherlands Government that it be released from its obligation as guarantor of the Surplus Property Credit Agreement for the Netherlands Indies (now the Republic of Indonesia) which was signed at Washington D. C. on May 28, 1947.

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

JOHN FOSTER DULLES

His Excellency
Dr. J. HERMAN VAN ROIJEN,
Ambassador of the Netherlands.

The Secretary of State to the Indonesian Ambassador

DEPARTMENT OF STATE
WASHINGTON
April 8 1953

EXCELLENCY:

I have the honor to refer to the joint note of the Kingdom of the Netherlands and the Republic of Indonesia signed at the Hague on September 17, 1952 by the Minister of Foreign Affairs and the Minister without Portfolio and at Djakarta on October 15, 1952 by the Minister of Foreign Affairs, the full text of which is quoted as follows:

"You will recall that the 'Round Table Conference' Agreement concluded between the Kingdom of the Netherlands and the Republic of the United States of Indonesia covers under Section D of the Financial and Economic Agreement (article 25) a settlement of debts according to which the Republic of the United States of Indonesia has taken over or acknowledged the debts to third countries, resulting from loans originally contracted, or guaranteed by the Netherlands Government on behalf of Indonesia. Under Article 26 of the aforementioned Agreement the Government of the Republic of the United States of Indonesia, have assumed the responsibility for payment of both interest and amortization of the debts referred to in article 25.

"These debts include a line of credit granted by the United States Government to the then Netherlands-Indies Government for the purchase of United States Surplus Property, embodied in the Agreement of May 28, 1947. (article 25 letter B2).

"Subsequently, on April 1st, 1950, on the occasion of the First Conference of Ministers of the Netherlands-Indonesian Union, agreement was reached in respect of co-ordinated steps to be taken by both the Netherlands and the Indonesian Governments with the creditor nations mentioned under letter B of article 25 of the R. T. C.-Agreement in order to arrive at a release of the Netherlands obligations still remaining as a result of the fact that the

Netherlands Government had contracted or guaranteed the loan agreements on behalf of Indonesia.

"In view of the above we formally request you to release the Netherlands Government from their guarantee as regards the aforementioned debt.

"We trust that you will agree that after the unconditional transfer of sovereignty a guarantee from the Netherlands for a debt of Indonesia to a third country does not fit in with the present relationship between the two countries in question any more.

"The Government of the Republic of Indonesia hereby assume the entire debt under discussion and agree to pay the debt in accordance with the terms of the agreement of May 28th, 1947.

"It will be highly appreciated if a favorable reply to this request could soon be received.

"We avail ourselves of this opportunity to renew to Your Excellency the assurances of our highest consideration."

The Government of the United States of America notes the request of the Netherlands Government and the Government of the Republic of Indonesia for the release of the Netherlands Government from its guaranty regarding a line of credit granted by the United States Government to the then Government of the Netherlands Indies for the purchase of United States surplus property (Agreement of May 28, 1947) and notes also that the Government of the Republic of Indonesia has assumed the entire debt under this Agreement and agrees unconditionally to pay the debt in accordance with the terms of the said agreement.

I am happy to be able to inform you that the request of the Government of the Netherlands and the Government of the Republic of Indonesia is acceptable to the Government of the United States of America. Accordingly, my Government accedes herewith to the request of the Netherlands Government that it be released from its obligation as guarantor of the Surplus Property Credit Agreement for the Netherlands Indies (now the Republic of Indonesia) which was signed at Washington D. C. on May 28, 1947.

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

JOHN FOSTER DULLES

His Excellency
Dr. ALI SASTROAMIDJOJO,
Ambassador of the Republic of Indonesia.

TECHNICAL COOPERATION PROGRAM

TIAS 2821
Apr. 14, 1953.

Agreement between the
UNITED STATES OF AMERICA
and LEBANON

Amending Agreement of June 26, 1952

- Signed at Beirut April 14, 1953
- Entered into force April 14, 1953

AMENDMENT TO THE TECHNICAL COOPERATION PROGRAM AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF LEBANON OF JUNE 26, 1952.[1]

Article VI, Section 2. The first paragraph of this Section and the table are hereby amended to read as follows:

In addition, for the period from the date of the signing of this Agreement through June 30, 1953, the Government of the United States shall contribute the following sums totalling $3,100,000 in United States currency, to be used in carrying out the cooperative program in each of the fields of activity noted.

Natural Resources, Water and Rural Improvement	$1,338,000
Agriculture, Forestry and Fisheries	641,000
Public Health	317,000
Education	180,000
Industry and Tourism	147,000
Social Affairs	162,000
Communications	52,000
Training in all fields	263,000

DONE IN BEIRUT ON THE 14TH DAY OF APRIL, 1953, IN DUPLICATE IN ENGLISH AND IN ARABIC, BOTH TEXTS BEING EQUALLY AUTHENTIC.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

HAROLD B MINOR

Ambassador of the United States of America to Lebanon

FOR THE GOVERNMENT OF LEBANON

GEORGES HAKIM

Minister of Foreign Affairs

[1] Treaties and Other International Acts Series 2659; 3 UST, pt. 4, p. 4860.

تعديل لاتفاقية مشاريع التعاون الفني

بين

الحكومة اللبنانية

و

حكومة الولايات المتحدة الاميركية

المعقودة في ٢٦ حزيران سنة ١٩٥٢.

المادة السادسة : المقطع الثاني

تعدل الفقرة الاولى من هذا المقطع والجدول التابع لها لتصبح كما يلي :-

وعلاوة على ذلك فان حكومة الولايات المتحدة الاميركية تدفع عن المدة الواقعة بين تاريخ توقيع هذه الاتفاقية ونهاية ٣٠ حزيران سنة ١٩٥٣ المبالغ الآتية البالغة ٣،١٠٠،٠٠٠ دولار بنقد الولايات المتحدة لتنفق في تنفيذ المشاريع التعاوني في كل من حقول النشاط الآتية :-

	دولار
المواد الطبيعية ، المياه والاصلاح الريفي	١،٣٣٨،٠٠٠
الزراعة والتحريج والمصايد	٦٤١،٠٠٠
الصحة العامة	٣١٧،٠٠٠
التربية	١٨٠،٠٠٠
الصناعة والسياحة	١٤٧،٠٠٠
الشؤون الاجتماعية	١٦٢،٠٠٠
المواصلات	٥٢،٠٠٠
المنح التعليمية في مختلف الحقول	٢٦٣،٠٠٠

وقد هذا التعديل في بيروت في ١٤ نيسان سنة ١٩٥٣ باللغتين العربية والانكليزية ، وكلا النصين موثوق بهما .

عن الحكومة اللبنانية

جميل مكي

وزير الخارجية بالوكالة

عن حكومة الولايات المتحدة الاميركية

سفير حكومة الولايات المتحدة الاميركية في لبنان

TIAS 2822
Apr. 16 and 21, 1953

AGRICULTURAL EXPERIMENT STATION IN EL SALVADOR

Agreement between the
UNITED STATES OF AMERICA
and EL SALVADOR

Extending Memorandum of Understanding of October 21, 1942, as Amended and Extended

- Effected by Exchange of Notes Signed at San Salvador April 16 and 21, 1953
- Entered into force April 21, 1953

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

MINISTERIO DE RELACIONES EXTERIORES
REPUBLICA DE EL SALVADOR, C. A.
DEPARTAMENTO DE ORGANISMOS INTERNACIONALES

A-861-D 873

PALACIO NACIONAL:
San Salvador, 16 de abril de 1953.

SEÑOR ENCARGADO:

Me es altamente grato dirigirme a Vuestra Señoría con atentos ruegos de que interponga sus valiosas gestiones ante el culto Gobierno de Estados Unidos de Norte América a fin de que el Acuerdo conforme al cual ha venido cooperando la Misión Agrícola Norteamericana y el Gobierno de El Salvador en la realización de un proyecto de desarrollo agrícola, bajo los auspicios del Punto IV, sea prorrogado hasta el 30 de junio del presente año, ya que expirará el próximo 21 de abril.

Altamente agradecido de antemano por la pronta consideración que Vuestra Señoría preste a la anterior solicitud, me complace reiterarle las demostraciones de mi más alta y distinguida consideración.

ROBERTO E CANESSA

Honorable Señor Don ANDREW E. DONOVAN II,
Encargado de Negocios a. i. de los
Estados Unidos de Norte América.
Presente.-

Translation

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF EL SALVADOR
DEPARTMENT OF INTERNATIONAL ORGANIZATIONS

A-861-D-873

NATIONAL PALACE,
San Salvador, April 16, 1953.

MR. CHARGÉ D'AFFAIRES:

I take the liberty of respectfully requesting your good offices with the Government of the United States of America to the end that the agreement under which the United States Agricultural Mission and the Government of El Salvador have been cooperating in carrying

out a Point IV agricultural development project may be extended to June 30 of the present year, since it will expire on April 21 next.

With sincere thanks in advance for your early consideration of the foregoing request, I am happy to renew to you the assurances of my highest and most distinguished consideration.

ROBERTO E CANESSA

The Honorable
ANDREW E. DONOVAN II,
Chargé d'Affaires ad interim of the
United States of America,
City.

The American Ambassador to the Salvadoran Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 107 APRIL 21, 1953

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note A–861–D–873 of April 16, 1953, requesting, on behalf of the Government of El Salvador, a further extension for the period April 21, 1953 to June 30, 1953 of the Memorandum of Understanding signed at Washington on October 21, 1942,[1] as amended by the exchange of notes concluded in San Salvador May 11, 1951 [2] relating to the establishment and operation of an Agricultural Experimental Station in El Salvador.

I have been authorized by the Department of State at Washington to agree to the proposal contained in Your Excellency's note which, together with this note in reply, may be considered as constituting an extension of the Memorandum of Understanding of October 21, 1942, as amended, for the period of April 21, 1953 to June 30, 1953.[3]

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[1] Executive Agreement Series 285; 56 Stat. 1795.

[2] Treaties and Other International Acts Series 2262; 2 UST 1158.

[3] The memorandum of understanding, as amended, was extended for a period of 6 months from Oct. 21, 1952, by an exchange of notes signed at San Salvador Oct. 8 and 21, 1952 (TIAS 2710; 3 UST, pt. 4, p. 5159).

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

ANGIER BIDDLE DUKE,
Ambassador of the United States
of America

His Excellency
ROBERTO E. CANESSA,
Minister of Foreign Affairs,
San Salvador

TIAS 2823
June 30, 1953

AGRICULTURAL EXPERIMENT STATION IN EL SALVADOR

Agreement between the
UNITED STATES OF AMERICA
and EL SALVADOR

Extending Memorandum of Understanding of October 21, 1942, as Amended and Extended

- **Effected by Exchange of Notes Signed at San Salvador June 30, 1953**
- **Entered into force June 30, 1953**

The Salvadoran Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
REPUBLICA DE EL SALVADOR, C. A.
DEPARTAMENTO DE ORGANISMOS
INTERNACIONALES

PALACIO NACIONAL:
San Salvador, 30 de junio de 1953.

A-861-D-1608

SEÑOR EMBAJADOR:

Tengo el honor de referirme al Memorándum de Entendimiento firmado en Washington el 21 de octubre de 1942 y reformado por el cambio de notas llevado a cabo en esta ciudad el 11 de mayo de 1951, relativo al establecimiento y operación de una Estación Experimental Agrícola en El Salvador, y a nombre de mi Gobierno, solicitar al Culto Gobierno de los Estados Unidos de América, por el digno conducto de Vuestra Excelencia, una nueva prórroga de vigencia del Memorándum mencionado hasta el 31 de diciembre del corriente año.

Mi Gobierno quedaría muy reconocido a Vuestra Excelencia si se sirviera interponer su valiosa influencia para lograr la prórroga citada, ya que si ésta no se consiguiera las actuaciones de la Misión Agrícola carecerían de base legal y se trastornaría el normal desenvolvimiento del programa que la Misión lleva a cabo y que está dando tan provechosos resultados a mi país.

Conociendo de antemano la gentileza de Vuestra Excelencia y sabiendo que pondrá su mayor interés en este asunto, me complazco en expresarle los más cumplidos agradecimientos y las seguridades de mi más alta consideración y distinguida estima.

ROBERTO E CANESSA
Roberto E. Canessa,
Ministro de Relaciones Exteriores

Excelentísimo señor don MICHAEL MCDERMOTT,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Presente.

60602 O - 56(Part 2) - 10

Translation

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF EL SALVADOR, C. A.
DEPARTMENT OF INTERNATIONAL
ORGANIZATIONS

A-861-D-1608

NATIONAL PALACE:
San Salvador, June 30, 1953.

MR. AMBASSADOR:

I have the honor to refer to the Memorandum of Understanding signed at Washington on October 21, 1942, [1] and amended by the exchange of notes concluded in this city on May 11, 1951, [2] relating to the establishment and operation of an Agricultural Experiment Station in El Salvador and, in the name of my Government, to request of the Government of the United States of America, through Your Excellency's good offices, a new extension of the period of validity of the aforementioned memorandum to December 31 of this year. [3]

My Government would be very grateful if Your Excellency would be so good as to use your valued influence to obtain the said extension, in view of the fact that, if it were not obtained, the activities of the Agricultural Mission would have no legal basis and the normal development of the program, which the Mission is carrying out and which is yielding results so beneficial to my country, would be disrupted.

Knowing in advance Your Excellency's courtesy and aware that you will interest yourself to the fullest possible extent in this matter, I take pleasure in expressing to you my most sincere thanks and the assurances of my highest consideration and distinguished esteem.

ROBERTO E CANESSA
Roberto E. Canessa,
Minister of Foreign Affairs

His Excellency
MICHAEL MCDERMOTT,
Ambassador Extraordinary and Minister Plenipotentiary of the United States of America,
City.

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[1] Executive Agreement Series 285; 56 Stat. 1795.

[2] Treaties and Other International Acts Series 2262; 2 UST 1158.

[3] The memorandum of understanding, as amended, was extended for a period of 6 months from Oct. 21, 1952, by an exchange of notes signed at San Salvador Oct. 8 and 21, 1952 (TIAS 2710; 3 UST, pt. 4, p. 5159), and for the period Apr. 21, 1953, to June 30, 1953, by an exchange of notes signed at San Salvador Apr. 16 and 21, 1953 (TIAS 2822; *ante* p. 1566).

The American Ambassador to the Salvadoran Minister of Foreign Affairs

No. 136 JUNE 30, 1953

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note A-861-D-1608 of June 30, 1953, requesting, on behalf of the Government of El Salvador, a further extension for the period July 1, 1953 to December 31, 1953 of the Memorandum of Understanding signed at Washington on October 21, 1942, as amended by the exchange of notes concluded in San Salvador May 11, 1951 relating to the establishment and operation of an Agricultural Experimental Station in El Salvador.

I have been authorized by the Department of State at Washington to agree to the proposal contained in Your Excellency's note which, together with this note in reply, may be considered as constituting an extension of the Memorandum of Understanding of October 21, 1942, as amended, for the period of July 1, 1953 to December 31, 1953.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

MICHAEL J. MCDERMOTT
Ambassador of the United States of America

His Excellency
ROBERTO E. CANESSA,
Minister of Foreign Affairs,
San Salvador

TIAS 2824
Apr. 14 and
May 8, 1953

CIVIL AVIATION MISSION TO PANAMA

Agreement between the
UNITED STATES OF AMERICA
and PANAMA

Amending and Extending Agreement
of March 31, 1949

- Effected by Exchange of Notes
Signed at Panamá April 14 and
May 8, 1953
- Entered into force May 8, 1953;
operative retroactively from
April 14, 1951

The American Ambassador to the Panamanian Minister for Foreign Affairs

AMERICAN EMBASSY
Panamá, R. P., April 14, 1953

NO. 182

EXCELLENCY:

I have the honor to refer to the civil aviation agreement between the United States of America and the Republic of Panamá signed at Panamá City on March 31, 1949; to the agreement providing for the assignment by the Government of the United States of a civil aviation mission to Panamá effected by an exchange of notes signed at Panamá City on March 31, 1949; [1] and to the Point Four General Agreement for Technical Cooperation between the Government of the United States and the Government of Panamá signed at Panamá City on December 30, 1950. [2]

Pursuant to the request of your Government, I am authorized by my Government to propose that the agreement providing for the assignment of a United States civil aviation mission to Panamá effected by the exchange of notes signed at Panamá City on March 31, 1949 be continued for the period through December 31, 1960, subject to the availability of suitable personnel and appropriated funds for the purpose, and subject to the terms and conditions of the Point Four General Agreement for Technical Cooperation between the Government of the United States and the Government of Panamá signed at Panamá City on December 30, 1950.

It is also proposed that our respective Governments formally agree that the agreement of March 31, 1949 is regarded as having continued in force subsequent to April 13, 1951, with the following modifications: the clause, "subject to reimbursement by the Government of the Republic of Panamá as specified below", at the end of the last sentence of paragraph numbered (6), and all of paragraph numbered (7) of the said agreement, are deleted.

I shall appreciate receiving an expression from your Government concerning the acceptability of the foregoing proposal. The Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement

[1] Treaties and Other International Acts Series 1932; 63 Stat., pt. 3, p. 2450.
[2] TIAS 2167; 1 UST 899.

between our two Governments which shall enter into force on the date of your reply.

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

JOHN C. WILEY

His Excellency
JOSÉ RAMÓN GUIZADO,
Minister for Foreign Affairs.

The Panamanian Minister for Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
D. P. Nº 512

PANAMÁ, *8 de mayo de 1953.*

-ANO DEL CINCUENTENARIO-

SEÑOR EMBAJADOR:

Tengo a honra avisar recibo de la nota de Vuestra Excelencia Nº 182, de 14 de abril próximo pasado, la cual dice así:

"EMBAJADA DE LOS ESTADOS UNIDOS DE AMERICA

No. 182

PANAMÁ, *abril 14 de 1953*

EXCELENCIA:

Tengo el honor de referirme al Convenio sobre Aviación Civil entre los Estados Unidos de América y la República de Panamá firmado en la Ciudad de Panamá el 31 de marzo de 1949; al Convenio sobre la designación de una Misión de Aviación Civil del Gobierno de los Estados Unidos en Panamá, celebrado mediante canje de notas firmado en la Ciudad de Panamá el 31 de marzo de 1949; y al Acuerdo General sobre la Cooperación Técnica de conformidad con el Punto Cuatro entre el Gobierno de los Estados Unidos y el Gobierno de Panamá, celebrado en la Ciudad de Panamá el 30 de diciembre de 1950.

En atención a la solicitud del Gobierno de Vuestra Excelencia, he sido autorizado por mi Gobierno para proponer que el Convenio sobre la designación de una Misión Civil de los Estados Unidos en Panamá, celebrado mediante el canje de notas efectuado en la Ciudad de Panamá el 31 de marzo de 1949, sea continuado durante el período que vence el 31 de diciembre de 1960, con sujeción a la disponibilidad de personal adecuado y de fondos presupuestos para ese fin, y con ajuste a los términos y condiciones del Acuerdo General sobre la Cooperación Técnica de conformidad con el Punto Cuatro entre el Gobierno de los Estados Unidos y el Gobierno de Panamá, celebrado en la Ciudad de Panamá el 30 de diciembre de 1950.

Se propone también que nuestros respectivos Gobiernos acuerden formalmente que se considera que el Convenio de 31 de marzo de 1949 ha continuado en vigor con posterioridad al 13 de abril de 1951 con las siguientes modificaciones: se suprimen la cláusula 'con sujeción al reembolso por el Gobierno de la República de Panamá según se especifica a continuación', al final del último aparte del punto 6, y todo el punto 7 de dicho Convenio.

Agradeceré la expresión del Gobierno de Vuestra Excelencia acerca de su anuencia a la proposición que antecede. El Gobierno de los Estados Unidos de América considerará la presente nota y la respuesta de Vuestra Excelencia a la misma como constitutivas de un acuerdo entre los dos Gobiernos, el cual entrará en vigor en la fecha de la respuesta de Vuestra Excelencia."

En respuesta, tengo el honor de manifestar que el Gobierno de la República de Panamá considera aceptable la propuesta del Gobierno de los Estados Unidos de América formulada en la nota de Vuestra Excelencia, y que estas dos comunicaciones constituyen un Convenio con respecto a este asunto, en vigor desde esta misma fecha.

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

J R GUIZADO

J. R. Guizado,
Ministro de Relaciones Exteriores.

Su Excelencia
JOHN C. WILEY
Embajador de los Estados Unidos de América
Presente.–

Translation

MINISTRY OF FOREIGN AFFAIRS
D. P. No. 512

PANAMÁ, *May 8, 1953.*
-YEAR OF THE QUINQUAGENARY-

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 182 of April 14, 1953, reading as follows:

[For the English language text of the note, see *ante*, p. 1575.]

In reply, I have the honor to state that the Government of the Republic of Panama finds acceptable the proposal of the Government of the United States of America formulated in Your Excellency's note

and that these two communications constitute an agreement on this matter, in force from this date.

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

J R GUIZADO

J. R. Guizado,
Minister for Foreign Affairs.

His Excellency
JOHN C. WILEY,
Ambassador of the United States of America,
City.

ARMY MISSION TO EL SALVADOR

TIAS 2825
May 21, 1953

Agreement between the
UNITED STATES OF AMERICA
and EL SALVADOR

- Signed at San Salvador May 21, 1953
- Entered into force May 21, 1953

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF EL SALVADOR CONTRACTING FOR A UNITED STATES ARMY MISSION

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF EL SALVADOR CONTRACTING FOR A UNITED STATES ARMY MISSION

In conformity with the request of the Government of the Republic of El Salvador to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and non-commissioned officers to constitute a United States Army Mission to the Republic of El Salvador under the terms stipulated below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Ministry of Defense of the Republic of El Salvador in advising and rendering technical collaboration with the General Staff of the Armed Force and other military organizations with a view to enhancing the technical efficiency of the Salvadoran Army.

The members of the Mission are, in the exercise of their functions, obliged to use the Spanish language.

ARTICLE 2. This Agreement will remain in effect for a period of four (4) years from the date of the signing thereof unless previously terminated or extended as hereinafter provided. Any member of the mission may be recalled at any time by the Government of the United States of America provided a replacement with equivalent qualifications is furnished.

ARTICLE 3. If the Government of the Republic of El Salvador should desire to extend this agreement, it shall make a written proposal to that effect six months before its expiration.

ARTICLE 4. This Agreement may be terminated before its expiration or before the expiration of any extension established by the preceding Article in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government:

(b) By recall of the entire personnel of the Mission by the Government of the United States of America or at the request of the Government of the Republic of El Salvador, in the public interest of either country, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of El Salvador in case either country becomes involved in foreign or domestic hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of a Chief with the rank of Colonel or Lieutenant Colonel and personnel of the United States Army as may be agreed upon by the Department of the Army of the United States of America or its authorized representative and by the Ministry of Defense of the Republic of El Salvador or its authorized representative.

ARTICLE 7. The members of the Mission upon arrival in El Salvador will go on active duty in the Salvadoran Army and will enjoy the prerogatives which the military laws and regulations grant to officers of the Army of El Salvador.

ARTICLE 8. The Government of the United States of America may recall any member of the Mission provided he be replaced by another officer of equivalent qualifications, and when the Government of El Salvador requests it with at least one month's advance notice, except because of *force majeur* or unforeseeable event. Any new member of the Mission must be previously accepted by the Government of El Salvador.

TITLE III

Duties, Rank and Precedence

ARTICLE 9. The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of Defense of the Republic of El Salvador and the Chief of the Mission, except they shall not have command functions.

ARTICLE 10. In carrying out their duties, the members of the Mission shall be responsible to the Minister of Defense of the Republic of El Salvador and this responsibility shall be enforced through the Chief of the Mission.

ARTICLE 11. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army, and shall wear the uniform and insignia corresponding to his grade in the same but shall have precedence over all Salvadoran personnel of the same rank.

ARTICLE 12. The personnel of the Mission and the members of their families shall be governed by the disciplinary regulations of the United States Army.

TITLE IV

Compensation and Prerequisites

ARTICLE 13. The members of the Mission shall receive from the Government of the Republic of El Salvador such net annual compensation, expressed in United States currency, as may be established by agreement between the Government of the United States of America and the Government of the Republic of El Salvador for each position in the mission.

This compensation shall be paid in twelve (12) equal monthly installments, payable within the first five days of the month following the day it is due. Payments may be made in Salvadoran national currency and when so made shall be computed at the rate of exchange in San Salvador most favorable to the mission member on the date on which due.

The compensation provided herein, and any which the members of the Mission may receive from the Government of the United States of America, shall not be subject to any present fiscal or municipal tax or which may in the future be established by the Government of the Republic of El Salvador. Should there, however, at present or while this Agreement is in effect be any taxes that might affect this compensation, such taxes shall be borne by the Government of the Republic of El Salvador.

ARTICLE 14. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return trip to the United States of America. Compensation shall be paid for unused accrued leave at time of termination of duty and prior to departure from El Salvador.

ARTICLE 15. The compensation due for the period of the return trip shall be paid to a detached member of the Mission before his departure from the Republic of El Salvador, and such payment shall be computed for travel by the shortest usually travelled route, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 16. Each member of the Mission and his family shall be furnished by the Government of the Republic of El Salvador with first class accommodations for travel, via the shortest usually travelled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in El Salvador, both for the outward and for the return trip. The Government of the Republic of El Salvador shall also pay

all expenses of shipment of household goods, baggage, and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in El Salvador as well as all expenses incidental to the transportation of such household goods, baggage, and automobile from El Salvador to the port of entry in the United States of America. Transportation of such household goods, baggage and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission, except as otherwise provided in this Agreement or when such shipments are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects, and automobiles in the case of personnel who may join the mission for temporary duty at the request of the Minister of Defense of the Republic of El Salvador shall be determined by negotiations between the Department of the Army, or its authorized representative, and the Ministry of Defense of the Republic of El Salvador, or its authorized representative, at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 17. Should the services of any member of the Mission be terminated by the Government of the United States for any reason whatsoever prior to completion of two years of service as a member of the Mission, the cost of the return to the United States of America of such member, his family, baggage, household goods, and automobile shall not be borne by the Government of the Republic of El Salvador, nor shall the expenses connected with transporting the replacing member to his station in El Salvador, except the cost of shipment of his automobile, be borne by the Government of the Republic of El Salvador.

ARTICLE 18. The personal and household effects, baggage, and automobiles of members of the Mission, as well as articles imported by the members of the Mission for their personel use and for the use of members of their families or for official use of the Mission, shall be exempt from custom duties of any kind by the Government of El Salvador and allowed free entry and egress upon request of the Chief of the Mission on the same basis as is accorded by the Government of El Salvador to personnel of the Embassy of the United States of America in El Salvador. This provision is applicable to all personnel of the Mission whether they be accredited, on temporary duty, or non-accredited members.

ARTICLE 19. Compensation for transportation and travelling expenses incurred during travel performed on official business of the Government of the Republic of El Salvador shall be provided by the

Government of the Republic of El Salvador in accordance with the provisions of Article 7.

ARTICLE 20. The Ministry of Defense of the Republic of El Salvador shall provide the Chief of Mission with a suitable automobile, with chauffeur, for use on official business. Suitable motor transportation, with chauffeur, shall, on call by the Chief of Mission, be made available by the Government of the Republic of El Salvador for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 21. The Ministry of Defense of the Republic of El Salvador shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 22. If any member of the Mission, or any of his family, should die in the Republic of El Salvador, the Government of the Republic of El Salvador shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of El Salvador shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Government of El Salvador shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household goods, and automobile shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Government of the Republic of El Salvador, shall be paid to the proper heirs of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of the agreement; but such proper heirs or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the proper heirs or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

TITLE V

Requisites and Conditions

ARTICLE 23. So long as this Agreement is in effect, the Republic of El Salvador shall not engage the services of any foreign military personnel other than those of the United States of America except if upon requesting them the Government of the United States of America should not be able to furnish them.

ARTICLE 24. Each member of the Mission shall agree not to divulge or in any way disclose any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 25. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 26. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Request for such leave shall be made to the Ministry of Defense through appropriate channels.

ARTICLE 27. Members of the Mission who may be replaced shall terminate their services only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 28. The Government of the Republic of El Salvador shall provide suitable medical and dental attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall be placed in such hospital or receive the attention of such doctors as the Chief of the Mission deems suitable. Such doctors, dentists, hospitals and pharmacies shall normally be chosen from doctors, dentists, hospitals and pharmacies which shall have been designated in advance for regular use by the Ministry of Defense of the Republic of El Salvador in consultation with the Mission Chief. All expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in El Salvador shall be paid by the Government of the Republic of El Salvador. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if he is an enlisted man, the cost of subsistence shall be paid by the Government of the Republic of El Salvador. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family.

ARTICLE 29. Any member of the Mission unable to perform his duties with the Mission by reason of long-continued physical disability shall be replaced.

ARTICLE 30. It is understood that the personnel of the Armed Forces of the United States of America, to be stationed within the territory of the Republic of El Salvador under this Agreement, do not and will not comprise any combat forces.

ARTICLE 31. This Agreement supersedes any previous agreement between the Governments concerned with regard to the functions of an Army Mission.

IN WITNESS WHEREOF the undersigned, Angier Biddle Duke, Ambassador of the United States of America, and Roberto E. Canessa, Minister of Foreign Affairs of the Republic of El Salvador, duly authorized for that purpose, sign this Agreement, in duplicate in the English and Spanish languages in San Salvador, Republic of El Salvador, this 21st day of May of one thousand nine hundred and fifty-three.

For the Government of the United States of America
ANGIER BIDDLE DUKE

For the Government of the Republic of El Salvador
ROBERTO E CANESSA

60602 O - 56(Part 2) - 11

CONVENIO

ENTRE EL GOBIERNO DE LA REPUBLICA DE EL SALVADOR Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA, PARA LA CONTRATACION DE UNA MISION DEL EJERCITO DE LOS ESTADOS UNIDOS¡

CONVENIO ENTRE EL GOBIERNO DE LA REPUBLICA DE EL SALVADOR Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA, PARA LA CONTRATACION DE UNA MISION DEL EJERCITO DE LOS ESTADOS UNIDOS

De conformidad con la solicitud del Gobierno de la República de El Salvador al Gobierno de los Estados Unidos de América, el Presidente de los Estados Unidos de América ha autorizado el nombramiento de oficiales y subalternos para que constituyan una Misión del Ejército de los Estados Unidos de América en la República de El Salvador, de acuerdo con las condiciones que se estipulan a continuación:

TITULO I

FINALIDADES Y DURACION

Art. 1.–La finalidad de esta Misión es cooperar con el Ministerio de Defensa de la República de El Salvador en los aspectos de asesoría y colaboración técnica al Estado Mayor General de la Fuerza Armada y demás Cuerpos Militares, a efecto de mejorar la eficiencia técnica del Ejército de El Salvador.

Los miembros de la Misión quedarán obligados a emplear en el ejercicio de sus funciones el idioma español.

Art. 2.– Este Convenio tendrá vigencia por un período de cuatro años a contar de la fecha en que se firme, a menos que se dé por terminado con anterioridad o que sea prorrogado según se dispone más adelante.

Art. 3.–Si el Gobierno de la República de El Salvador desea prorrogar el presente Convenio, hará una solicitud por escrito con este objeto, seis meses antes de su expiración.

Art. 4.–Este Convenio puede ser cancelado antes de su expiración o antes de expirar la prórroga establecida en el Artículo anterior, de conformidad a lo siguiente:

a)–Por cualesquiera de los dos Gobiernos, siempre que el uno le notifique al otro por escrito con tres meses de anticipación;

b)–Cuando todo el personal de la Misión sea retirado, ya sea por el Gobierno de los Estados Unidos de América, o por solicitud del Gobierno de la República de El Salvador, en interés público de cualesquiera de los dos países, sin necesidad de dar cumplimiento a lo dispuesto en el inciso a) de este mismo Artículo.

Art. 5.–Este Convenio está sujeto a cancelación por iniciativa ya sea del Gobierno de los Estados Unidos de América o del Gobierno de la República de El Salvador, en el caso de que cualesquiera de los dos se vea implicado en hostilidades externas o internas.

TITULO II

INTEGRACION Y PERSONAL.

Art. 6.–La Misión estará integrada por un Jefe con el grado de Coronel o Teniente Coronel y por el personal del Ejército de los Estados Unidos de América, que se determine por acuerdo entre el Departamento del Ejército de los Estados Unidos de América, o su representante autorizado, y el Ministerio de Defensa de la República de El Salvador, o su representante autorizado.

Art. 7.–Los miembros de la Misión, a su llegada a El Salvador, causarán alta en el Ejército Salvadoreño y gozarán de las prerrogativas que las leyes y reglamentos militares conceden a los Oficiales del Ejército de El Salvador.

Art. 8.–El Gobierno de los Estados Unidos de América podrá retirar a cualquier miembro de la Misión siempre que sea sustituido por otro Oficial de capacidad equivalente, y cuando lo solicite al Gobierno de El Salvador por lo menos con un mes de antipación, salvo motivos de fuerza mayor o caso fortuito. Todo nuevo miembro de la Misión deberá ser aceptado previamente por el Gobierno de El Salvador.

TITULO III

FUNCIONES, GRADO Y PRECEDENCIA

Art. 9.–El personal de la Misión ejercerá las funciones que se determinen por acuerdo entre el Ministro de Defensa de la República de El Salvador y el Jefe de la Misión, salvo que ellos no tendrán funciones de mando.

Art. 10.–En el ejercicio de sus deberes, los miembros de la Misión serán responsables ante el señor Ministro de Defensa de la República de El Salvador, y esta responsabilidad será reforzada por conducto del Jefe de la Misión.

Art. 11.–Cada miembro de la Misión prestará a ella sus servicios con el grado que tenga en el Ejército de los Estados Unidos de América y usará el uniforme e insignias correspondientes a su grado en el mismo, pero tendrá superioridad de cargo sobre todo el personal salvadoreño de igual grado.

Art. 12.–El personal de la Misión y los miembros de sus familias estarán gobernados por la reglamentación disciplinaria del Ejército de los Estados Unidos de América.

TITULO IV

REMUNERACION Y SUBVENCIONES

Art. 13.–Los miembros de la Misión recibirán del Gobierno de la República de El Salvador la remuneración neta anual expresada en la moneda nacional de los Estados Unidos de América que acuerden el Gobierno de los Estados Unidos de América y el Gobierno de la República de El Salvador, para cada puesto de la Misión.

Esta remuneración se pagará en doce (12) mensualidades iguales, pagaderas dentro de los cinco primeros días del mes siguiente al día en que se deba pagar. Los pagos pueden ser hechos en moneda nacional salvadoreña y cuando así se hagan serán computados al tipo de cambio en San Salvador que sea más favorable al miembro de la Misión en el día que deba hacerse el pago.

La remuneración que aquí se dispone y cualquiera otra que los miembros de la Misión puedan recibir del Gobierno de los Estados Unidos de América no estarán sujetas a los impuestos fiscales y municipales actuales o que en el futuro se decreten por el Gobierno de la República de El Salvador. Sin embargo, si en la actualidad o mientras este acuerdo esté en vigencia, existieren impuestos que puedan afectar esta remuneración, tales impuestos serán sufragados por el Gobierno de la República de El Salvador.

Art. 14.–La remuneración que se convenga, según se indica en el Artículo precedente, comenzará a devengarse desde la fecha en que cada miembro de la Misión parta de los Estados Unidos de América y, salvo lo que en este Convenio se disponga expresamente en contrario, continuará devengándose después de terminadas sus funciones con la Misión, mientras dure el viaje de regreso a los Estados Unidos de América. Se pagará compensación por el período de licencia, sin usar acumulados, que exista en la fecha de terminar sus funciones y antes de salir de El Salvador.

Art. 15.–La remuneración que se adeude por la duración del viaje de regreso se pagará al miembro retirado de la Misión antes de su partida de la República de El Salvador, y ese pago se calculará con base en el viaje por la ruta más corta usada generalmente, cualquiera sea la ruta y el sitema de transporte que utilice el miembro de la Misión.

Art. 16.–Cada miembro de la Misión y su familia recibirán del Gobierno de El Salvador acomodaciones de primera clase para viajar, por la vía más corta que usualmente se acostumbre, según se haya pedido y llevado a cabo bajo este Convenio, entre el puerto de embarque en los Estados Unidos de América y su residencia oficial en El Salvador, tanto para el viaje de ida como para el de regreso. El Gobierno de la República de El Salvador pagará también todos los

gastos de embarque de efectos de casa, equipaje y automóvil de cada miembro de la Misión entre el puerto de embarque en los Estados Unidos de América y su residencia oficial en El Salvador y todos los gastos incidentales al transporte de dichos efectos de casa, equipaje y automóvil desde El Salvador al puerto de entrada en los Estados Unidos de América. El transporte de dichos efectos de casa, equipaje y automóvil se efectuará en un solo embarque y todos los embarque subsiguientes serán por cuenta de los respectivos miembros de la Misión, excepto cuando se disponga de otro modo en este Convenio, o cuando dichos embarques sean necesarios por circunstancias fuera de control. El pago de gastos por el transporte de familia, efectos de casa y automóvil en el caso de personal que se asigne para servicios provisionales a la Misión a solicitud del Ministro de Defensa de la República de El Salvador, será determinado por negociación entre el Departamento del Ejército, o su representante autorizado, y el Ministerio de Defensa de la República de El Salvador, o su representante autorizado, al tiempo de que el detalle de personal para tales deberes temporales sea acordado.

Art. 17.–En el caso de que los servicios de algún miembro de la Misión sean terminados por cualquier causa por el Gobierno de los Estados Unidos antes de haber terminado dos años de servicio como miembro de la Misión, el costo del regreso a los Estados Unidos de América de tal miembro, su familia, equipaje, efectos caseros y automóvil no sefá sufragado por el Gobierno de la República de El Salvador, ni los gastos relacionados con el transporte a su puesto en El Salvador del miembro que le reemplace, salvo el costo del transporte de su automóvil, que será por cuenta del Gobierno de El Salvador.

Art. 18.–Los efectos personales y de casa, equipaje y automóviles traídos por los miembros de la Misión, así como los artículos importados por los miembros de la Misión para su uso personal y para el uso de los miembros de su familia o para el uso oficial de la Misión, estarán exentos por el Gobierno de El Salvador del pago de derechos de aduana de cualquier clase y se les acordará franquicia de entrada y salida a solicitud del Jefe de la Misión en la misma base que la que es acordada por el Gobierno de El Salvador al personal de la Embajada de los Estados Unidos en El Salvador. Esta disposición será aplicable a todo el personal de la Misión ya sean acreditados, provisionales o no acreditados.

Art. 19.–El reembolso por los gastos de transporte y de viaje incurridos durante viajes emprendidos en asuntos oficiales del Gobierno de la República de El Salvador será suministrado por el Gobierno de la República de El Salvador según las disposiciones del Artículo 7.–

Art. 20.–El Ministerio de Defensa de la República de El Salvador proporcionará al Jefe de la Misión un automóvil apropiado, con motorista, para ser usado en asuntos oficiales. Además, el Gobierno de la República de El Salvador proporcionará transporte motorizado adecuado, con motorista, para el uso de los miembros de la Misión en en asuntos peramente del servicio, siempre que lo solicite por llamada el Jefe de la misma.

Art. 21.–El Ministerio de Defensa de la República de El Salvador proporcionará local adecuado para oficina y facilidades para su uso por los miembros de la Misión.

Art. 22.–Si algún miembro de la Misión, o alguien de su familia, falleciere en la República de El Salvador, el Gobierno de la República de El Salvador hará trasladar el cadáver hasta el lugar en los Estados Unidos de América que los parientes sobrevivientes indiquen, pero el costo, para el Gobierno de la República de El Salvador, no excederá al costo en que se incurriría al trasladar los restos desde el lugar del fallecimiento hasta la ciudad de Nueva York. Si el extinto fuera miembro de la Misión, se considerará que sus servicios para el Gobierno de El Salvador terminaron quince (15) días después de su muerte. Los gastos de regreso a la ciudad de Nueva York para la familia del miembro fallecido y su equipaje, efectos caseros y automóvil se sufragarán como dispone el Artíulo 15. Toda remuneración que se adeude al miembro fallecido, inclusive su sueldo por los quince (15) días siguientes a su muerte, y el reembolso de gastos y transporte al crédito del miembro fallecido por viajes realizados en asuntos oficiales del Gobierno de la República de El Salvador, se pagará a los herederos legales o a cualquier otra persona que el extinto haya designado por escrito mientras prestaba sus servicios de conformidad con los términos de este Convenio, pero no se pagará a los herederos legales ni a otra persona por la licencia a que tuviere derecho y no hubiere tomado el finado. Toda remuneración que de conformidad con las disposiciones de este Artículo se adeude a los herederos legales u otra persona designada por el finado, se pagará dentro del plazo de quince (15) días después de la muerte de dicho miembro.

TITULO V

REQUISITOS Y CONDICIONES

Art. 23.–Durante la vigencia de este Convenio, el Gobierno de El Salvador no contratará los servicios de ningún personal militar extranjero que no sea el de los Estados Unidos de América excepto si al solicitarse, el Gobierno de Estados Unidos de América no estuviere en condiciones de proporcionarlo.

Art. 24.–Todo miembro de la Misión se compromete a no divulgar ni revelar ningún secreto ni asunto confidencial que pueda llegar a su conocimiento en su calidad de miembro de la misma. Este requisito continuará en vigor después de terminar sus servicios en la Misión y después de la expiración o cancelación del presente Convenio o de su prórroga.

Art. 25.–En este Convenio se entenderá que el término "familia" sólo comprende la esposa y los hijos dependientes.

Art. 26.–Cada miembro de la Misión tendrá derecho anualmente a un mes de licencia con goce de sueldo, o a una parte proporcional de dicha licencia, con sueldo por cada fracción de año. Toda licencia deberá solicitarse por escrito al Ministerio de Defensa y por el conducto regular.

Art. 27.–Los miembros de la Misión a quienes se reemplace terminarán sus servicios en la Misión solamente cuando lleguen sus reemplazos, excepto cuando los dos Gobiernos mutuamente acuerden de antemano lo contrario.

Art. 28.–El Gobierno de la República de El Salvador proporcionará atención médica y dental adecuada a los miembros de la Misión y a sus familias. En caso de que un miembro de la Misión se enferme o sufra lesiones se le hospitalizará o recibirá atención de los médicos que el Jefe de la Misión considere adecuado. Tales médicos, dentistas, hospitales y farmacias serán normalmente escogidos de médicos, dentistas, hospitales y farmacias que han sido designados anticipadamente para uso normal por el Ministerio de Defensa de la República de El Salvador, en consulta con el Jefe de la Misión. Todos los gastos en que se incurra a consecuencia de dicha enfermedad o lesiones, mientras el paciente sea miembro de la Misión y permanezca en la República de El Salvador, serán sufragados por el Gobierno de El Salvador. Si el miembro de la Misión hospitalizado es un oficial pagará él mismo sus gastos de subsistencia, pero si pertenece al personal subalterno, el costo de su subsistencia será sufragado por el Gobierno de la República de El Salvador. Las familias gozarán de los mismos privilegios que dispone este Artículo para los miembros de la Misión, excepto que el miembro de la Misión pagará en todos y cada uno de los casos los gastos de subsistencia relacionados con la hospitalización del miembro de su familia.

Art. 29.–Todo miembro de la Misión que no pueda desempeñar sus funciones a causa de prolongada incapacidad física será reemplazado.

Art. 30.–Es entendido que el personal de las Fuerzas Armadas de los Estados Unidos de América que será estacionado dentro del territorio de la República de El Salvador, según los términos de este Convenio, no comprende ni comprenderá ninguna fuerza de combate.

Art. 31.–Este Convenio sustituye cualquier convenio anterior entre los dos Gobiernos relacionado a las funciones de una Misión Militar Terrestre.

EN FE DE LO CUAL, los infrascritos, Roberto Edmundo Canessa, Ministro de Relaciones Exteriores de la República de El Salvador, y Angier Biddle Duke, Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América, debidamente autorizados para ello, firman este Convenio en duplicado, en los idiomas español e inglés, en San Salvador, a los veintiún días del mes de mayo de mil novecientos cincuenta y tres.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS,
ANGIER BIDDLE DUKE

POR EL GOBIERNO DE EL SALVADOR,
ROBERTO E CANESSA

TIAS 2826
May 22 and 25,
1953

ECONOMIC COOPERATION

Agreement between the UNITED STATES OF AMERICA and PORTUGAL

Amending Agreement of September 28, 1948, as Amended

- Effected by Exchange of Notes Signed at Washington May 22 and 25, 1953
- Entered into force May 26, 1953

The Acting Secretary of State to the Portuguese Ambassador

DEPARTMENT OF STATE
WASHINGTON
May 22, 1953.

EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to Article III of the Economic Cooperation Agreement between the United States of America and Portugal, signed at Lisbon, on September 28, 1948,[1] as heretofore amended or supplemented.[2] As a consequence of those conversations, the Government of the United States of America proposes the following agreement to the Government of Portugal:

The Governments of Portugal and of the United States of America will, upon the request of either of them, consult respecting projects in Portugal proposed by nationals of the United States of America with regard to which guaranties under Section 111 (b) (3) of the Economic Cooperation Act of 1948, as heretofore amended,[3] have been made or are under consideration, with respect to such guaranties extending to projects which are approved by the Government of Portugal in accordance with the provisions of the aforesaid Section, the Government of Portugal agrees:

a. That if the Government of the United States of America makes payment in United States dollars to any person under any such guaranty, the Government of Portugal will recognize the transfer to the United States of America of any right, title or interest of such person in assets, currency, credits, or other property on account of which such payment was made and the subrogation of the United States of America to any claim or cause of action of such person arising in connection therewith. The Government of Portugal shall also recognize any transfer to the Government of the United States of America pursuant to such guaranty of any compensation for loss covered by such guaranties received

[1] Treaties and Other International Acts Series 1819; 62 Stat., pt. 3, p. 2859.
[2] TIAS 2033; 1 UST 169; TIAS 2279; 2 UST 1298; and TIAS 2801; *ante* p. 1437.
[3] 62 Stat. 144; 22 U. S. C. § 1509 (b) (3).

from any source other than the Government of the United States of America;

b. That escudo amounts acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded, at the time of such acquisition, to private funds arising from transactions of United States nationals which are comparable to the transactions covered by such guaranties, and that such escudo amounts will be freely available to the Government of the United States of America for administrative expenditures in Portugal.

c. That any claim against the Government of Portugal to which the Government of the United States of America may be subrogated as the result of any payment under such a guaranty, shall be the subject of direct negotiations between the two Governments. If, within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator selected by mutual agreement. If the Governments are unable, within a period of three months, to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government.

If this proposal is acceptable to the Government of Portugal, it is suggested that you reply by note. This note, together with such reply, will constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of receipt of your reply note.[1]

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

For the Acting Secretary of State:
LIVINGSTON T. MERCHANT

His Excellency
Senhor LUIS ESTEVES FERNANDES,
Ambassador of Portugal.

[1] May 26, 1953.

The Portuguese Ambassador to the Acting Secretary of State

PORTUGUESE EMBASSY
WASHINGTON
May 25, 1953

Proc. 12
No. . 53

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of May 22, 1953, reading as follows:

"I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to Article III of the Economic Cooperation Agreement between the United States of America and Portugal, signed at Lisbon, on September 28, 1948, as heretofore amended or supplemented. As a consequence of those conversations, the Government of the United States of America proposes the following agreement to the Government of Portugal:

The Governments of Portugal and of the United States of America will, upon the request of either of them, consult respecting projects in Portugal proposed by nationals of the United States of America with regard to which guaranties under Section 111 (b) (3) of the Economic Cooperation Act of 1948, as heretofore amended have been made or are under consideration, with respect to such guaranties extending to projects which are approved by the Government of Portugal in accordance with the provisions of the aforesaid Section, the Government of Portugal agrees:

a. That if the Government of the United States of America makes payment in United States dollars to any person under any such guaranty, the Government of Portugal will recognize the transfer to the United States of America of any right, title or interest of such person in assets, currency, credits, or other property on account of which such payment was made and the subrogation of the United States of America to any claim or cause of action of such person arising in connection therewith. The Government of Portugal shall also recognize any transfer to the Government of the United States of America pursuant to such guaranty of any compensation for loss covered by such guaranties received from any source other than the Government of the United States of America;

b. That escudo amounts acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded, at

the time of such acquisition, to private funds arising from transactions of United States nationals which are comparable to the transactions covered by such guaranties, and that such escudo amounts will be freely available to the Government of the United States of America for administrative expenditures in Portugal.

c. That any claim against the Government of Portugal to which the Government of the United States of America may be subrogated as the result of any payment under such a guaranty, shall be the subject of direct negotiations between the two Governments. If, within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator selected by mutual agreement. If the Governments are unable, within a period of three months, to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government.

If this proposal is acceptable to the Government of Portugal, it is suggested that you reply by note. This note, together with such reply will constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of receipt of your reply note."

I have the honor to state that the Government of Portugal accepts the proposed agreement as outlined in your above-mentioned note and considers that your note and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of receipt of this reply note.

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

L. ESTEVES FERNANDES

The Honorable
WALTER BEDELL SMITH
The Acting Secretary of State
etc. etc. etc.

TECHNICAL COOPERATION

Agriculture and Natural Resources Development Programs

TIAS 2827
May 25 and
June 9, 1953

Agreement between the
UNITED STATES OF AMERICA
and COLOMBIA

- Effected by Exchange of Notes
  Signed at Bogotá May 25
  and June 9, 1953
- Entered into force June 9, 1953

The American Ambassador to the Colombian Minister of Foreign Relations

No. 267 BOGOTÁ, *May 25, 1953*

EXCELLENCY:

I have the honor to refer to the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Colombia effected by an exchange of notes signed at Bogotá on March 5 and March 9, 1951; [1] and to your Excellency's notes No. 426, 574 and 972 of April 25, June 2 and September 9, 1952, [2] respectively, requesting that our two Governments initiate cooperative programs in the field of agriculture and natural resources development in Colombia.

My Government agrees with the Government of Colombia that the initiation of the proposed programs will serve to further the general welfare of the peoples of our respective countries, and to strengthen still further the bonds of friendship and understanding between them. Therefore, I am authorized by my Government to propose that such programs be carried out pursuant to a series of program agreements to be entered into between the Technical Cooperation Administration, an agency of the Government of the United States of America, and the appropriate agencies of the Government of Colombia, including the Ministry of Agriculture; the Ministry of Education; the Ministry of Public Works; the Instituto de Aprovechamiento de Aguas y Fomento Electrico; the Federación Nacional de Cafeteros; the Instituto de Parcelaciones, Colonización y Defensa Forestal; the Instituto Geográfico; the Caja de Crédito Agrario, Industrial y Minero; the Consejo de Planificación del Gobierno Nacional; as well as other federal agencies and any of the Departamentos of Colombia. The program agreements may also provide for the establishment of Colombian-American cooperative agencies to administer the respective programs.

The objectives of these cooperative programs in agriculture and natural resources development will be: (a) to facilitate the development of agriculture and natural resources in Colombia through cooperative action on the part of the two Governments; (b) to stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of agriculture and natural

[1] Treaties and Other International Acts Series 2231; 2 UST 799.

[2] Not printed.

resources; and (c) to promote and strengthen understanding and good will between the peoples of Colombia and the United States of America, and to foster the growth of democratic ways of life.

The funds to be contributed and the personnel to be made available by both Governments to the various programs in agriculture and natural resources development will be specified in the program agreements to be entered into between the Technical Cooperation Administration and the appropriate agencies of the Government of Colombia.

It is understood that the following provisions shall be applicable to all activities carried on under any of such program agreements:

1. (a) The Government of Colombia agrees to extend to any agency established in any such agreement, and to all personnel employed by any such agencies, all rights and privileges which are enjoyed under its laws by agencies of the Government of Colombia or their personnel. Such rights and privileges, to the extent that they are available to other agencies of the Government of Colombia or their personnel, shall include, but not be limited to: free postal, telegraph, and telephone service; passes on railroads administered by the Government of Colombia; the right to rebates or preferential rates allowed by domestic companies of maritime or river navigation, air travel, telephone, telegraph or other services; and exemption from taxes, excises, imposts and stamp taxes.

(b) Supplies, equipment and materials contributed under such program agreements by the Government of the United States of America, either directly or by contract with a public or private organization, shall be admitted into Colombia free of any customs and import duties.

(c) The rights and privileges referred to in subparagraph (a) of this paragraph pertaining to communications, transportation and exemption from taxes, imposts and stamp taxes shall also accrue to the Technical Cooperation Administration and personnel of the Government of the United States of America with respect to operations which are related to and property which is to be used for the cooperative programs of agriculture and natural resources development.

(d) All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are present in Colombia to perform work for the cooperative programs of agriculture and natural resources development, and whose entrance into the country has been approved by the Government of Colombia shall be exempt from income and social security taxes levied under the laws of Colombia with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United

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States of America, from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families. At suitable intervals, the Ambassador of the United States of America to Colombia shall furnish to the Minister of Foreign Affairs of Colombia the names of the personnel to whom the provisions of this subparagraph are applicable.

2. (a) Our two Governments declare their recognition that the Technical Cooperation Administration, being an agency of the Government of the United States of America, is entitled to share fully in all the privileges and immunities, including immunity from suit in the courts of Colombia, which are enjoyed by the Government of the United States of America.

(b) Our two Governments will establish procedures whereby the Government of Colombia will so deposit, segregate or assure title to all funds allocated to or derived from programs in agriculture and natural resources development that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of Colombia is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the programs.

3. The Government of Colombia will endeavor to obtain the enactment of such legislation, and will take such executive action as may be required to carry out the terms of this agreement and of the program agreements which may be entered into, pursuant to this Agreement, between the Technical Cooperation Administration and the appropriate agencies of the Government of Colombia, in the field of agriculture and natural resources development.

The Government of the United States of America will consider the present note and your reply note concurring therein as constituting an agreement between our two Governments which shall come into force on the date of your Excellency's reply, and which shall remain in force until three months after either Government shall have given notice in writing to the other of intention to terminate the Agreement.

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

CAPUS M. WAYNICK

To His Excellency
doctor JUAN URIBE HOLGUÍN
Minister of Foreign Relations
Bogotá

The Secretary General of the Colombian Ministry of Foreign Relations to the American Ambassador

MINISTERIO DE
RELACIONES EXTERIORES

No. E/F 633

BOGOTÁ, *junio 9 de 1.953*

SEÑOR EMBAJADOR:

Tengo el honor de dar respuesta a la atenta nota de Vuestra Excelencia distinguida con el número 267 de fecha 25 de mayo último, la cual, en su traducción al español, expresa lo siguiente:

"EMBAJADA DE LOS ESTADOS UNIDOS DE AMÉRICA.

No. 267

BOGOTÁ, *mayo 25 de 1.953.*

EXCELENCIA:

Tengo el honor de referirme al Convenio General de Cooperación Técnica entre el Gobierno de los Estados Unidos de América y el Gobierno de Colombia efectuado por medio de un cambio de notas firmadas en Bogotá los días 5 y 9 de marzo de 1951; y a las notas números 426, 574 y 972 de Su Excelencia, fechadas los días 25 de abril, 2 de junio y 9 de septiembre de 1.952, respectivamente, solicitando que nuestros dos Gobiernos inicien programas cooperativos en el ramo de desarrollo de la agricultura y los recursos naturales de Colombia.

Mi Gobierno concuerda con el Gobierno de Colombia en que la iniciación del Programa propuesto servirá al bienestar general de los pueblos de nuestros respectivos países y que ayudará a estrechar más los lazos de amistad y entendimiento entre nosotros. Por lo tanto, he sido autorizado por mi Gobierno para proponeros que tales programas se lleven a cabo conforme a una serie de convenios de programas que se acuerden entre la Administración de Cooperación Técnica, una agencia del Gobierno de los Estados Unidos de América, y las respectivas agencias del Gobierno de Colombia, incluyendo el Ministerio de Agricultura; el Ministerio de Educación; el Ministerio de Obras Públicas; el Instituto de Aprovechamiento de Aguas y Fomento Eléctrico; la Federación Nacional de Cafeteros; el Instituto de Parcelaciones, Colonización y Defensa Forestal; el Instituto Geográfico; la Caja de Crédito Agrario, Industrial y Minero; el Consejo de Planificación del Gobierno Nacional, así como otras agencias federales y cualquiera de los Departamentos de Colombia. Los convenios de programa podrán también estipular el establecimiento de agencias cooperativas Colombo-Americanas para administrar los programas.

Las finalidades de estos programas cooperativos de desarrollo de la Agricultura y los recursos naturales serán: a) facilitar el desarro-

llo de la agricultura y los recursos naturales de Colombia por medio de actividades cooperativas de los dos Gobiernos; b) estimular e incrementar el intercambio de conocimientos, habilidades y técnicas en el ramo de agricultura y recursos naturales entre los dos países; y c) promover y estrechar el entendimiento y la buena voluntad entre los pueblos de Colombia y de los Estados Unidos de América, y fomentar el crecimiento de la democracia.

Los fondos con que se contribuirá y el personal que suministrarán los dos Gobiernos a los varios programas de desarrollo de la agricultura y los recursos naturales se especificarán en los convenios de programa que se formulen entre la Administración de Cooperación Técnica y las agencias respectivas del Gobierno de Colombia.

Es entendido que las siguientes disposiciones se aplicarán a todas las actividades que se lleven a cabo bajo cualquiera de estos convenios de programa:

1.–a) El Gobierno de Colombia concuerda en extender a cualquier agencia que se establezca por medio de cualquiera de estos convenios, y a todo el personal empleado por las mismas agencias, todos los derechos y privilegios de que según las leyes gozan las agencias del Gobierno o su personal. Tales derechos y privilegios, otorgados en la misma forma en que los gozan las agencias del Gobierno de Colombia o su personal, deberán incluír pero no estar limitados a: servicios postales, telegráficos y telefónicos gratuitos; pases en ferrocarriles administrados por el Gobierno de Colombia; derecho a descuentos o tarifas preferenciales otorgados por compañías internas de navegación marítima, fluvial o aérea, o compañías de servicios telefónicos, telegráficos y otros; y exención de impuestos, derechos, tributos y estampillas.

b) Los efectos, equipo y materiales con que contribuya el Gobierno de los Estados Unidos de América, ya sea directamente o por contrato entre ellos y cualquier organización pública o privada, deberán ser admitidos en Colombia exentos de todo impuesto de aduana o importación.

c) Los derechos y privilegios a que se refiere el parágrafo a) de este párrafo con relación a comunicaciones, transporte y exención de impuestos, tributos y estampillas son extensivos a la Administración de Cooperación Técnica y al personal del Gobierno de los Estados Unidos de América siempre que tales operaciones estén relacionadas con los programas cooperativos de desarrollo de la agricultura y los recursos naturales, o que sean de propiedad de estos.

d) Todo el personal del Gobierno de los Estados Unidos de América, ya sea empleado directamente por éste o por contrato

entre éste y cualquier organización pública o privada, que estén actualmente en Colombia prestando servicios a los programas cooperativos de desarrollo de la agricultura y los recursos naturales, y cuya entrada al país haya sido aprobada por el Gobierno de Colombia, deberán también gozar la exención de aquellos impuestos sobre la renta y de seguridad social decretados por las leyes de Colombia cuando tal personal está obligado a pagar impuestos sobre la renta y de seguridad social al Gobierno de los Estados Unidos de América, de impuestos sobre patrimonio o propiedad personal cuando tal propiedad esté destinada a su propio uso, y de todo pago de tarifa o derechos sobre mercancía personal o casera traída al país para su propio uso o para el uso de los miembros de su familia. A intervalos convenientes, el Embajador de los Estados Unidos de América en Colombia suministrará al Ministro de Relaciones Exteriores de Colombia, los nombres del personal con derecho a gozar de los privilegios mencionados en este parágrafo.

2.–a) Nuestros dos Gobiernos declaran su reconocimiento al derecho que tiene la Administración de Cooperación Técnica—por ser una agencia del Gobierno de los Estados Unidos de América—a participar plenamente de todos los privilegios e inmunidades de que goza el Gobierno de los Estados Unidos de América, incluyendo inmunidad contra pleitos en las cortes de Colombia.

b) Nuestros dos Gobiernos establecerán procedimientos por medio de los cuales el Gobierno de Colombia depositará, separará o asegurará a todos los fondos destinados a los programas de desarrollo de agricultura y recursos naturales, el título de derecho por medio del cual tales fondos no podrán ser objeto de notificaciones, embargos, comisos o cualquier otro proceso legal hecho por persona, firma, agencia, corporación, organización o gobierno alguno, cuando el Gobierno de los Estados Unidos de América haya informado al Gobierno de Colombia que tales procedimientos legales interfieren con la obtención de las finalidades de los programas.

3.–El Gobierno de Colombia se esforzará en conseguir la aprobación de tales leyes, y procederá ejecutivamente conforme sea necesario en la ejecución de los términos de este convenio y de los convenios de programa que se formulen entre la Administración de Cooperación Técnica y las agencias respectivas del Gobierno de Colombia en el ramo de agricultura y recursos naturales, conforme a este convenio.

El Gobierno de los Estados Unidos de América considerará la presente nota y su nota de respuesta en ratificación a ésta, como la constitución de un convenio entre nuestros dos Gobiernos, que deberá entrar en vigencia en la fecha de la nota de respuesta de

Su Excelencia, y el cual seguirá vigente hasta tres meses después de que uno de los dos Gobiernos entregue al otro una nota escrita participando la intención que se tiene de terminar este Convenio.

Aprovecho esta oportunidad para renovar a Su Excelencia las seguridad de mi más alta y dinstinguida consideración."

Mi Gobierno se complace en aceptar las propuestas consignadas en la nota de Vuestra Excelencia anteriormente transcrita, y de conformidad con la sugerencia allí incluída, la nota de Vuestra Excelencia y esta de respuesta se considerarán como un Acuerdo entre el Gobierno de Colombia y el de los Estados UUnidos de América para iniciar programas cooperativos en el campo del desarrollo de la agricultura y los recursos naturales de Colombia, programas que serán acordados por convenios celebrados entre la Administración de Cooperación Técnica y esta Cancillería, en representación de las entidades nacionales interesadas.

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

M PASTRANA BORRERO

Misael Pastrana B.
Secretario General

[SEAL]

A Su Excelencia
el Señor CAPUS M. WAYNICK,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
La Ciudad.-

Translation

MINISTRY OF FOREIGN RELATIONS
No. E/F 633

BOGOTÁ, *June 9, 1953*

MR. AMBASSADOR:

I have the honor to reply to Your Excellency's courteous note No. 267 of May 25, 1953, which reads as follows:

[For the English language text of the note, see *ante*, p. 1602.]

My Government takes pleasure in accepting the proposals made in Your Excellency's note transcribed above and, in conformity with the suggestion therein contained, Your Excellency's note and this reply shall be considered as constituting an agreement between the Governments of Colombia and the United States of America to initiate cooperative programs in the field of agriculture and natural

resources development in Colombia, programs which shall be provided for by agreements concluded between the Technical Cooperation Administration and this Foreign Ministry, representing the national agencies concerned.

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

M PASTRANA BORRERO

Misael Pastrana B.
Secretary General

[SEAL]

His Excellency
CAPUS M. WAYNICK,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

TIAS 2828
June 19, 1953

AIR TRANSPORT SERVICES

Nonassertion of Sovereign Immunity From Suit

Agreement between the
UNITED STATES OF AMERICA
and the NETHERLANDS

- Effected by Exchange of Notes
  Signed at Washington June 19, 1953
- Entered into force June 19, 1953

The Netherlands Ambassador to the Secretary of State

NETHERLANDS EMBASSY
WASHINGTON 9, D. C

EA-8166. JUNE 19, 1953.

SIR:

With reference to your note of September 5, 1952, [1] and in accordance with subsequent conversations between officials of your Department and this Embassy, I have the honor to inform you that it is my understanding that the following has been agreed upon by our two Governments:

The Governments of the United States of America and of the Kingdom of the Netherlands agree that neither Government will assert on behalf of any air carrier enterprise of its nationality, which engages in air transport operations into or through the territory of the other, the defense of sovereign immunity from suit in any action or proceeding entered into against such air carrier enterprise in any court or other tribunal of the other Government (or in the latter's territories or possessions) based upon any claim arising out of the air carrier's operations to and from the territory of the United States or the Netherlands, as the case may be, and further agree that neither Government will authorize any such air carrier to assert any such defense in its own behalf.

Please accept, Sir, the renewed assurances of my highest consideration.

J. H. VAN ROIJEN.

The Honorable
THE SECRETARY OF STATE,
Washington D. C.

[1] Not printed.

The Secretary of State to the Netherlands Ambassador

DEPARTMENT OF STATE
WASHINGTON
June 19, 1953

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of June 19, 1953, stating that it is the understanding of The Netherlands Government that the Governments of the United States of America and of the Kingdom of The Netherlands agree that neither Government will assert on behalf of any air carrier enterprise of its nationality which engages in air transport operations into or through the territory of the other, the defense of sovereign immunity from suit in any action or proceeding entered into against such air carrier enterprise in any court or other tribunal of the other Government (or in the latter's territories or possessions) based upon any claim arising out of the air carrier's operations to and from the territory of the United States or The Netherlands, as the case may be, and further agree that neither Government will authorize any such air carrier to assert any such defense in its own behalf.

The Government of the United States concurs in the understanding of The Netherlands Government with regard to this matter and the Embassy's note of June 19, 1953, and this reply will constitute an agreement between the two Governments on this matter.

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

For the Secretary of State:
SAMUEL C. WAUGH

His Excellency
Dr. J. H. VAN ROIJEN,
Ambassador of The Netherlands.

TECHNICAL COOPERATION

TIAS 2829
June 23, 1953.

Program of Agriculture

Agreement, with Memorandum of Understanding, between the UNITED STATES OF AMERICA and LIBERIA

- Signed at Monrovia June 23, 1953
- Entered into force June 23, 1953

AGREEMENT FOR A COOPERATIVE PROGRAM OF AGRICULTURE BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF LIBERIA

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

Have agreed as follows:

ARTICLE I. THE OPERATING AGENCIES.

Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two Governments at Washington, D. C. on December 22, 1950, [1] a cooperative program of Economic Development is being carried on in Liberia. The obligations assumed herein by the Government of Liberia will be performed by it through its Department of Agriculture (hereinafter referred to as the "Department"). The obligations assumed herein by the Government of the United States of America will be performed by it through the Technical Cooperation Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration will secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies in discharging its obligations under this agreement. The Department, on behalf of the Government of Liberia, and the Administration, on behalf of the United States of America, shall participate jointly, in the deliberations of the Joint Liberian-United States Commission for Economic Development established in accordance with the Memorandum of Understanding between the two Governments on December 22, 1950, [2] in all phases of the planning and administration of the cooperative program. This agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation.

ARTICLE II. OBJECTIVES.

The objectives of this cooperative program of agriculture are:

1. To facilitate the development of agriculture in Liberia through cooperative action on the part of the two governments;

[1] Treaties and Other International Acts Series 2195; 2 UST 478.

[2] TIAS 2194; 2 UST 476.

2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of agriculture;

3. To promote and strengthen understanding and good will between the peoples of Liberia and the United States of America, and to foster the growth of democratic ways of life.

ARTICLE III. FIELDS OF ACTIVITY.

This cooperative program of agriculture will include, to the extent that the parties from time to time agree thereon, operations of the following types:

1. Studies of the needs of Liberia in the field of agriculture, and the resources which are available to meet those needs;

2. The formulation and continuous adaptation of a program to help meet such needs;

3. The initiation and administration of projects in experimentation and research; constructing and equipping facilities; extension and demonstration; vocational agriculture; fisheries; forestry.

4. Related training activities, both within and outside of Liberia.

ARTICLE IV. THE TECHNICAL MISSION.

The Administration agrees to furnish a group of technicians and specialists to collaborate in carrying out the cooperative program of agriculture. The technicians and specialists made available by the Administration under this Agreement, together with those so made available under other program agreements, constitute the Technical Mission of the Administration in Liberia. The Technical Mission is headed by a Director of Technical Cooperation (hereinafter referred to as the "Director"). The Director and other members of the Technical Mission shall be appointed by the Government of the United States of America but shall be acceptable to the Government of Liberia.

ARTICLE V. THE COOPERATIVE SERVICE.

The Government of Liberia agrees to establish within the Department an agency to be known as the Agriculture Cooperative Service (hereinafter referred to as the "Service"). The Service shall be responsible, under the supervision of the Secretary of Agriculture and Commerce (hereinafter referred to as the "Secretary"), for administering the cooperative program of agriculture in accordance with the provisions of this Agreement. The Secretary and the Director or his designee shall serve as Co-Directors of the Service. Members of the Technical Mission may become officers or employees of the Service under such arrangements as may be agreed upon by the Co-Directors.

ARTICLE VI. JOINT CONTRIBUTIONS.

The parties shall contribute and make available, to the extent provided below, funds for use in carrying out the program during the period covered by this Agreement, in accordance with the following schedules:

1. The Government of the United States for the period from the date of entry into force of this Agreement through June 30, 1953, shall deposit to the credit of the Service the sum of $20,000.00, (Twenty Thousand Dollars).

2. In addition, the Government of the United States, during the period from the date of entry into force of this Agreement through June 30, 1953, shall make available the funds necessary to pay the salaries and other expenses of the members of the Technical Mission, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this cooperative program. These funds shall be administered by the Administration and shall not be deposited to the credit of the Service.

3. The Government of Liberia, for the period from the date of entry into force of this agreement through June 30, 1953, shall deposit to the credit of the Service the sum of $12,000.00 (Twelve Thousand Dollars).

4. These deposits shall be made in such installments and at such times as the Co-Directors of the Service shall agree upon.

5. The parties may later agree in writing upon the amount of funds that each will contribute and make available each year for use in carrying out the program during the period from June 30, 1953 through December 31, 1963.[1]

6. The monies of the Service may be maintained in such bank or banks as the Co-Directors shall select, and shall be available only for the purpose of this Agreement.

7. No funds shall be withdrawn from monies of the Service for any purpose except by issuance of a check or other suitable withdrawal document signed by the Secretary of the Treasury of the Government of Liberia and by the Co-Directors or their designees.

ARTICLE VII. ADDITIONAL CONTRIBUTIONS.

1. The projects to be undertaken under this Agreement may include cooperation with national and local governmental agencies in Liberia, as well as with organizations of a public or private character, and international organizations of which the United States of America and Liberia are members. By agreement between the Co-Directors con-

[1] Should read "1960."

tributions of funds, property, services or facilities by either or both parties, or by any of such third parties, may be accepted and deposited to the credit of the Service for use in effectuating the cooperative program of agriculture, in addition to the funds, property, services and facilities required to be contributed under Article VI.

2. The Government of Liberia, in addition to the cash contribution provided for in paragraph 3 of Article VI hereof, may, as its own expense, pursuant to agreement between the Co-Directors:

a. Appoint specialists and other necessary personnel to collaborate with the Technical Mission;

b. Make available such office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies and services as it can provide for the said program.

c. Make available the general assistance of the other governmental agencies of the Government of Liberia for carrying out the cooperative program of agriculture.

ARTICLE VIII. PROJECT OPERATIONS.

1. The cooperative program of agriculture herein provided for shall consist of a series of projects to be jointly planned and administered by the Co-Directors of the Service. Each project shall be embodied in a written project agreement which shall be signed by the Co-Directors, shall define the work to be done, shall make allocations of funds therefor from monies available to the Service, and may contain such other matters as the parties may desire to include. Such project agreements shall be approved by the Joint Commission in accordance with its procedures pursuant to the Memorandum of Understanding of December 22, 1950.

2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

3. The selection of specialists, technicians and others in the field of agriculture to be sent for training to the United States of America or elsewhere pursuant to this program as well as the training activities in which they shall participate, shall be determined jointly by the Co-Directors, in consultation with the members of the Joint Commission charged with responsibility in the field of Education.

4. The general policies and administrative procedures that are to govern the cooperative agriculture program, the carrying out of projects, and the operations of the Service, such as the disbursement of and accounting for funds, the incurrence of obligations of the Service, the purchase, use, inventory and control and disposition of

property, the appointment and discharge of officers and other personnel of the Service and the terms and conditions of their employment, and all other administrative matters, shall be determined jointly by the Co-Directors.

5. All contracts and other instruments and documents related to the execution of projects under this Agreement shall be executed in the name of the Service and shall be signed by the two Co-Directors. The books and records of the Service relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of Liberia and the Government of the United States of America. The Co-Directors shall render an annual report of their activities, through the Joint Liberian-United States Commission for Economic Development, to the two Governments, and other reports at such intervals as may be appropriate.

6. Any power conferred by this Agreement upon the Co-Directors may be delegated by either of them to any of his respective assistants, provided that each such delegation be satisfactory to the other, or may be delegated to a Chief of the Service, whom they shall appoint. Such delegation shall not limit the right of the Co-Directors to refer any matter directly to one another for discussion and decision.

ARTICLE IX. ADDITIONAL FISCAL PROVISIONS.

1. All funds deposited to the credit of the Service pursuant to this Agreement shall continue to be available for the cooperative program of agriculture during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties.

2. All materials, equipment and supplies acquired for the cooperative program shall become the property of the Service and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Government of Liberia.

3. Interest received on funds of the Service and any other increment of assets of the Service, of whatever nature or source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either Government.

4. Any funds of the Service which remain unexpended and unobligated on the termination of the cooperative program of agriculture shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made by the Government of the United States of America and the Government of Liberia under this Agreement, as it may be from time to time amended and extended.

ARTICLE X. RIGHTS AND EXEMPTIONS.

1. The Government of Liberia agrees to extend to the Service, and to all personnel employed by the Service, all rights and privileges which are enjoyed under its laws by similar agencies operating under the Technical Cooperation Assistance Program.

2. Supplies, equipment and materials contributed to the Service by the Government of the United States of America, either directly or by contract with a public or private organization, shall be admitted into Liberia free of any customs and import duties.

3. All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization who are present in Liberia to perform work for the cooperative program of agriculture, and whose entrance into the country has been approved by the Government of Liberia under Article IV of this Agreement, shall be exempt from income and social security taxes levied under the laws of Liberia with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families. At suitable intervals, the Ambassador of the United States of America to Liberia shall furnish to the Secretary of State of Liberia the names of the personnel to whom the provision of this paragraph are applicable.

ARTICLE XI. SOVEREIGN IMMUNITY.

1. The parties declare their recognition that the Administration, being an agency of the Government of the United States of America, is entitled to share fully in all privileges and immunities, including immunity from suit in the courts of Liberia, which are enjoyed by the Government of the United States of America.

2. The two Governments will establish procedures whereby the Government of Liberia will so deposit, segregate or assure title to all funds allocated to or derived from this program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of Liberia is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

60602 O - 56(Part 2) - 13

ARTICLE XII. LEGISLATIVE AND EXECUTIVE ACTION.

The Government of Liberia will endeavor to obtain the enactment of such legislation and will take such executive action as may be required to carry out the terms of this Agreement.

ARTICLE XIII. ENTRY INTO FORCE AND DURATION.

This Agreement may be referred to as the "Agriculture Cooperative Program Agreement." It shall enter into force on the date stated in the last paragraph of this Agreement and shall remain in force through December 31, 1960, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement for the period from June 30, 1953, through December 31, 1963, [1] shall be subject to the availability of appropriations to both parties for the purpose of the program and to further the agreement of the parties pursuant to Article VI, paragraph 4 hereof.

DONE in duplicate, in the English language, at Monrovia, Liberia, this 23rd day of June, 1953.

FOR THE GOVERNMENT OF LIBERIA:

GABRIEL L DENNIS

Gabriel L. Dennis
Secretary of State

STEPHEN TOLBERT

Stephen Tolbert
Acting Secretary of Agriculture and Commerce

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WELDON LITSEY

Weldon Litsey
Charge d'Affaires, a. i. of the United States of America

JOHN W DAVIS

John W. Davis
Director of Technical Cooperation in Liberia,
Technical Cooperation Administration.

[1] Should read "1960."

MEMORANDUM OF UNDERSTANDING IN CONNECTION WITH ARTICLE VIII, ET AL OF THE AGREEMENT FOR A COOPERATIVE PROGRAM OF AGRICULTURE BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF LIBERIA.

In the Agreement for a Cooperative Program of Agriculture between the Government of the United States of America and the Government of Liberia signed the 23rd day of June 1953, provision is made in Article VIII "Project Operations" for the joint administration of projects by the Co-Directors of the Service—one of whom is a member of the TCA staff.

In view of the principle set out in the General Agreement of December 22, 1950 and the Memorandum of Understanding for the Technical Cooperation Program that TCA personnel shall only exercise administrative functions upon request of the Government of Liberia, it is hereby expressly understood that the provisions of Article VIII for the exercise of administrative functions by TCA personnel in said agreement provided, as well as any other provision therein contained which indicates the exercise of actual day-to-day administrative functions by TCA personnel, such personnel may exercise such functions only upon the request of the Government of Liberia.

Dated this 23rd day of June 1953, at Monrovia, Liberia.

FOR THE GOVERNMENT OF LIBERIA:

GABRIEL L DENNIS

Gabriel L. Dennis
Secretary of State

STEPHEN TOLBERT

Stephen Tolbert
Acting Secretary of Agriculture and Commerce

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WELDON LITSEY

Weldon Litsey
Charge d'Affaires, a. i. of the United States of America

JOHN W DAVIS

John W. Davis
Director of Technical Cooperation in Liberia,
Technical Cooperation Administration.

TIAS 2830
June 23, 1953

TECHNICAL COOPERATION

Program of Education

Agreement, with Memorandum of Understanding, between the UNITED STATES OF AMERICA and LIBERIA

- Signed at Monrovia June 23, 1953
- Entered into force June 23, 1953

AGREEMENT FOR A COOPERATIVE PROGRAM OF EDUCATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF LIBERIA

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

Have agreed as follows:

ARTICLE I. THE OPERATING AGENCIES.

Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two Governments at Washington, D. C. on December 22, 1950,[1] a cooperative program of Economic Development is being carried on in Liberia. The obligations assumed herein by the Government of Liberia will be performed by it through its Department of Public Instruction (hereinafter referred to as the "Department"). The obligations assumed herein by the Government of the United States of America will be performed by it through the Technical Cooperation Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration will secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies in discharging its obligations under this agreement. The Department, on behalf of the Government of Liberia, and the Administration, on behalf of the United States of America, shall participate jointly, in the deliberations of the Joint Liberian-United States Commission for Economic Development established in accordance with the Memorandum of Understanding between the two Governments on December 22, 1950,[2] in all phases of the planning and administration of the cooperative program. This agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation.

ARTICLE II. OBJECTIVES.

The objectives of this cooperative program of education are:

1. To facilitate the development of education in Liberia through cooperative action on the part of the two governments;

[1] Treaties and Other International Acts Series 2195; 2 UST 478.
[2] TIAS 2194; 2 UST 476.

2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of education;

3. To promote and strengthen understanding and good will between the peoples of Liberia and the United States of America, and to foster the growth of democratic ways of life.

ARTICLE III. FIELDS OF ACTIVITY.

This cooperative program of education will include, to the extent that the parties from time to time agree thereon, operations of the following types:

1. Studies of the needs of Liberia in the field of education, (vocational, technical training, adult education) and the resources which are available to meet those needs;

2. The formulation and continuous adaptation of a program to help meet such needs;

3. The initiation and administration of projects in educational research and experimentation; construction and equipping of facilities; demonostration and extension.

4. Related training activities, both within and outside of Liberia.

ARTICLE IV. THE TECHNICAL MISSION.

The Administration agrees to furnish a group of technicians and specialists to collaborate in carrying out the cooperative program of education. The technicians and specialists made available by the Administration under this Agreement, together with those so made available under other program agreements, constitute the Technical Mission of the Administration in Liberia. The Technical Mission is headed by a Director of Technical Cooperation (hereinafter referred to as the "Director"). The Director and other members of the Technical Mission shall be appointed by the Government of the United States of America but shall be acceptable to the Government of Liberia.

ARTICLE V. THE COOPERATIVE SERVICE.

The Government of Liberia agrees to establish within the Department an agency to be known as the Educational Cooperative Service (hereinafter referred to as the "Service"). The Service shall be responsible, under the supervision of the Secretary of Public Instruction (hereinafter referred to as the "Secretary"), for administering the cooperative program of education (as defined) in accordance with the provision of this Agreement. The Secretary and the Director or his designee shall serve as Co-Directors of the Service. Members of the Technical Mission may become officers or employees of the Service under such arrangements as may be agreed upon by the Co-Directors.

ARTICLE VI. JOINT CONTRIBUTIONS.

The parties shall contribute and make available, to the extent provided below, funds for use in carrying out the program during the period covered by this Agreement, in accordance with the following schedules:

1. The Government of the United States for the period from the date of entry into force of this Agreement through June 30, 1953, shall deposit to the credit of the Service the sum of $40,000.00, (Forty Thousand Dollars).

2. In addition, the Government of the United States of America, during the period from the date of entry into force of this Agreement through June 30, 1953, shall make available the funds necessary to pay the salaries and other expenses of the members of the Technical Mission, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this cooperative program. These funds shall be administered by the Administration and shall not be deposited to the credit of the Service.

3. The Government of Liberia, for the period from the date of entry into force of this agreement through June 30, 1953, shall deposit to the credit of the Service the sum of $21,000.00 (Twenty-one Thousand Dollars).

4. These deposits shall be made in such installments and at such times as the Co-Directors of the Service shall agree upon.

5. The parties may later agree in writing upon the amount of funds that each will contribute and make available each year for use in carrying out the program during the period from June 30, 1953 through December 31, 1963.[1]

6. The monies of the Service may be maintained in such bank or banks as the Co-Directors shall select, and shall be available only for the purpose of this Agreement.

7. No funds shall be withdrawn from monies of the Service for any purpose except by issuance of a check or other suitable withdrawal document signed by the Secretary of the Treasury of the Government of Liberia and by the Co-Directors or their designees.

ARTICLE VII. ADDITIONAL CONTRIBUTIONS.

1. The projects to be undertaken under this Agreement may include cooperation with national and local governmental agencies in Liberia, as well as with organizations of a public or private character, and international organizations of which the United States of America

[1] Should read "1960."

and Liberia are members. By agreement between the Co-Directors contributions of funds, property, services or facilities by either or both parties, or by any of such third parties, may be accepted and deposited to the credit of the Service for use in effectuating the cooperative program of education, in addition to the funds, property, services and facilities required to be contributed under Article VI.

2. The Government of Liberia, in addition to the cash contribution provided for in paragraph 3 of Article VI hereof, may as its own expense, pursuant to agreement between the Co-Directors:

a. Appoint specialists and other necessary personnel to collaborate with the Technical Mission;

b. Make available such office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies and services as it can provide for the said program.

c. Make available the general assistance of the other governmental agencies of the Government of Liberia for carrying out the cooperative program of education.

ARTICLE VIII. PROJECT OPERATIONS.

1. The cooperative program of education herein provided for shall consist of a series of projects to be jointly planned and administered by the Co-Directors of the Service. Each project shall be embodied in a written project agreement which shall be signed by the Co-Directors, shall define the work to be done, shall make allocations of funds therefor from monies available to the Service, and may contain such other matters as the parties may desire to include. Such project agreements shall be approved by the Joint Commission in accordance with its procedures pursuant to the Memorandum of Understanding of December 22, 1950.

2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

3. The selection of specialists, technicians and others in the field of education to be sent for training to the United States of America or elsewhere pursuant to this program, as well as the training activities in which they shall participate, shall be determined jointly by the Co-Directors, in consultation with the members of the Joint Commission charged with responsibility in the field of Education.

4. The general policies and administrative procedures that are to govern the cooperative education program, the carrying out of proj-

ects, and the operations of the Service, such as the disbursement of and accounting for funds, the incurrence of obligations of the Service, the purchase, use, inventory and control and disposition of property, the appointment and discharge of officers and other personnel of the Service and the terms and conditions of their employment, and all other administrative matters, shall be determined jointly by the Co-Directors.

5. All contracts and other instruments and documents related to the execution of projects under this Agreement shall be executed in the name of the Service and shall be signed by the two Co-Directors. The books and records of the Service relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of Liberia and the Government of the United States of America. The Co-Directors shall render an annual report of their activities, through the Joint Liberian-United States Commission for Economic Development, to the two Governments, and other reports at such intervals as may be appropriate.

6. Any power conferred by this Agreement upon the Co-Directors may be delegated by either of them to any of his respective assistants, provided that each such delegation be satisfactory to the other, or may be delegated to a Chief of the Service, whom they shall appoint. Such delegation shall not limit the right of the Co-Directors to refer any matter directly to one another for discussion and decision.

ARTICLE IX. ADDITIONAL FISCAL PROVISIONS.

1. All funds deposited to the credit of the Service pursuant to this Agreement shall continue to be available for the cooperative program of education during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties.

2. All materials, equipment and supplies acquired for the cooperative program shall become the property of the Service and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Government of Liberia.

3. Interest received on funds of the Service and any other increment of assets of the Service, of whatever nature or source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either Government.

4. Any funds of the Service which remain unexpended and unobligated on the termination of the cooperative program of education shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the

respective contributions made by the Government of the United States of America and the Government of Liberia under this Agreement, as it may be from time to time amended and extended.

ARTICLE X. RIGHTS AND EXEMPTIONS.

1. The Government of Liberia agrees to extend to the Service, and to all personnel employed by the Service, all rights and privileges which are enjoyed under its laws by similar agencies operating under the Technical Cooperation Assistance Program.

2. Supplies, equipment and materials contributed to the Service by the Government of the United States of America, either directly or by contract with a public or private organization, shall be admitted into Liberia free of any customs and import duties.

3. All personnel of the Government of the United States of America whether employed directly by it or under contract with a public or private organization who are present in Liberia to perform work for the cooperative program of education, and whose entrance into the country has been approved by the Government of Liberia under Article IV of this Agreement, shall be exempt from income and social security taxes levied under the laws of Liberia with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families. At suitable intervals, the Ambassador of the United States of America to Liberia shall furnish to the Secretary of State of Liberia the names of the personnel to whom the provision of this paragraph are applicable.

ARTICLE XI. SOVEREIGN IMMUNITY.

1. The parties declare their recognition that the Administration, being an agency of the Government of the United States of America, is entitled to share fully in all privileges and immunities, including immunity from suit in the courts of Liberia, which are enjoyed by the Government of the United States of America.

2. The two Governments will establish procedures whereby the Government of Liberia will so deposit, segregate or assure title to all funds allocated to or derived from this program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of Liberia is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

ARTICLE XII. LEGISLATIVE AND EXECUTIVE ACTION.

The Government of Liberia will endeavor to obtain the enactment of such legislation and will take such executive action as may be required to carry out the terms of this Agreement.

ARTICLE XIII. ENTRY INTO FORCE AND DURATION.

This Agreement may be referred to as the "Education Cooperative Program Agreement". It shall enter into force on the date stated in the last paragraph of this Agreement and shall remain in force through December 31, 1960, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement for the period from June 30, 1953, through December 31, 1963,[1] shall be subject to the availability of appropriations to both parties for the purpose of the program and to further the agreement of the parties pursuant to Article VI, paragraph 4 hereof.

DONE in duplicate, in the English language, at Monrovia, Liberia, this 23rd day of June, 1953.

FOR THE GOVERNMENT OF LIBERIA:

GABRIEL L DENNIS

Gabriel L. Dennis
Secretary of State

ELLEN MILLS SCARBROUGH

Ellen Mills Scarbrough
Acting Secretary of Public Instruction

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WELDON LITSEY

Weldon Litsey
Charge d'Affaires, a. i. of the United States of America

JOHN W DAVIS

John W. Davis
Director of Technical Cooperation in Liberia,
Technical Cooperation Administration.

[1] Should read "1960."

MEMORANDUM OF UNDERSTANDING IN CONNECTION WITH ARTICLE VIII, ET AL OF THE AGREEMENT FOR A COOPERATIVE PROGRAM OF EDUCATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF LIBERIA.

In the Agreement for a Cooperative Program of Education between the Government of the United States of America and the Government of Liberia signed the 23rd day of June 1953, provision is made in Article VIII "Project Operations" for the joint administration of projects by the Co-Directors of the Service—one of whom is a member of the TCA staff.

In view of the principle set out in the General Agreement of December 22, 1950, and the Memorandum of Understanding for the Technical Cooperation Program that TCA personnel shall only exercise administrative functions upon request of the Government of Liberia, it is hereby expressly understood that the provisions of Article VIII for the exercise of administrative functions by TCA personnel in said agreement provided, as well as any other provision therein contained which indicates the exercise of actual day-to-day administrative functions by TCA personnel, such personnel may exercise such functions only upon the request of the Government of Liberia.

Dated this 23rd day of June 1953, at Monrovia, Liberia.

FOR THE GOVERNMENT OF LIBERIA:

GABRIEL L DENNIS

Gabriel L. Dennis

Secretary of State

ELLEN MILLS SCARBROUGH

Ellen Mills Scarbrough

Acting Secretary of Public Instruction

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WELDON LITSEY

Weldon Litsey

Charge d'Affaires, a. i. of the United States of America

JOHN W. DAVIS

John W. Davis

Director of Technical Cooperation in Liberia,
Technical Cooperation Administration.

GENERAL AGREEMENT ON TARIFFS AND TRADE

TIAS 2831
Nov 22, 1952

Second Protocol of Supplementary Concessions (AUSTRIA and FEDERAL REPUBLIC OF GERMANY)

- Dated at Innsbruck November 22, 1952
- Schedules entered into force August 30, 1953

UNITED NATIONS NATIONS UNIES

SECOND PROTOCOL
OF SUPPLEMENTARY CONCESSIONS
TO THE
GENERAL AGREEMENT ON TARIFFS AND TRADE

(Austria and Germany)

Innsbruck, 22 November 1952

DEUXIÈME PROTOCOLE
DE CONCESSIONS ADDITIONNELLES
ANNEXÉ A
L'ACCORD GÉNÉRAL SUR LES TARIFS
DOUANIERS ET LE COMMERCE

(Autriche et Allemagne)

Innsbruck, 22 novembre 1952

SECOND PROTOCOL OF SUPPLEMENTARY CONCESSIONS TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

(Austria and Germany)

The governments which are contracting parties to the General Agreement on Tariffs and Trade [1] (hereinafter referred to as "the contracting parties" and "the General Agreement" respectively), having agreed upon procedures for putting into effect under the General Agreement the results of tariff negotiations between two or more contracting parties, and

The governments of the Republic of Austria and the Federal Republic of Germany which are contracting parties to the General Agreement (hereinafter referred to as "negotiating contracting parties"), having carried out tariff negotiations, and being desirous of so giving effect to the results of these negotiations,

IT IS AGREED:

1. On the thirtieth day following the day upon which this Protocol shall have been signed by either negotiating contracting party, the schedule relating to that contracting party annexed hereto shall enter into force [2] and shall be regarded as a schedule to the General Agreement relating to that contracting party.

2. Either negotiating contracting party which has signed this Protocol shall be free at any time to withhold or to withdraw in whole or in part any concession, provided for in the appropriate schedule annexed to this Protocol if the other contracting party has not signed this Protocol.

Provided that

(i) the negotiating contracting party withholding or withdrawing in whole or in part any such concessions shall give notice to all contracting parties within thirty days after the date of such withholding or withdrawal and, upon request, shall consult with any contracting party having a substantial interest in the product involved; and

[1] Treaties and Other International Acts Series 1700; 61 Stat., pts. 5 and 6.

[2] Aug. 30, 1953. Signed July 31, 1953, on behalf of Austria and the Federal Republic of Germany.

(ii) any concession so withheld or withdrawn shall be applied on and after the thirtieth day following the day upon which the other negotiating contracting party signs this Protocol.

3. In each case in which Article II of the General Agreement refers to the date of that Agreement, the applicable date in respect of the Schedules annexed to this Protocol shall be the date of this Protocol.

4. (a) The original text of this Protocol, together with the annexes thereto shall be deposited with the Secretary-General of the United Nations and shall be open for signature by contracting parties at the Headquarters of the United Nations until 22 May 1953. [1]

(b) The Secretary-General of the United Nations shall promptly furnish a certified copy of this Protocol and a notification of each signature to this Protocol to each contracting party to the General Agreement, to any other member of the United Nations and to any other government which participated in the United Nations Conference on Trade and Employment.

(c) The Secretary-General is authorised to register this Protocol in accordance with Article 102 of the Charter of the United Nations.

5. The date of this Protocol shall be 22 November 1952

DONE at Innsbruck in a single copy in the English and French languages, both texts authentic except as otherwise specified in Schedules annexed hereto.

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[1] Since the necessary ratification by the German Government, on June 26, 1953, had not been effected as of the above-mentioned date, upon approval by the Austrian Government the time limit was extended to Aug. 1, 1953.

DEUXIEME PROTOCOLE DE CONCESSIONS ADDITIONNELLES ANNEXE A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

(Autriche et Allemagne)

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), ayant adopté des procédures concernant la mise en vigueur, au titre de l'Accord, des résultats des négociations tarifaires engagées par deux ou plusieurs parties contractantes, et

Les gouvernements de la République fédérale d'Allemagne et de la République d'Autriche qui sont parties contractantes à l'Accord général (dénommés ci-après "parties contractantes ayant pris part aux négociations") ayant mené à chef des négociations tarifaires et désirant mettre ainsi en vigueur les résultats de ces négociations,

IL EST CONVENU CE QUI SUIT:

1. Le trentième jour qui suivra celui où le présent Protocole aura été signé par une partie contractante ayant pris part aux négociations, la liste ci-annexée de cette partie contractante entrera en vigueur et sera considérée comme liste de ladite partie contractante annexée à l'Accord général.

2. Chaque partie contractante ayant pris part aux négociations qui aura signé le présent Protocole aura à tout moment la faculté de suspendre ou de retirer, en totalité ou en partie, toute concession reprise dans la liste correspondante annexée au présent Protocole, motif pris que l'autre partie contractante n'aura pas signé le présent Protocole.

Toutefois,

(i) la partie contractante ayant pris part aux négociations qui suspendra ou retirera, en totalité ou en partie, une telle concession en informera toutes les parties contractantes dans les trente jours qui suivront la date de cette suspension ou retrait; elle entrera en consultation, si elle y est invitée, avec toute partie contractante intéressée de façon substantielle au produit en cause;

60602 O - 56(Part 2) - 14

(ii) toute suspension ou tout retrait qui aura ainsi été effectué cessera d'être appliqué à partir du trentième jour qui suivra celui où l'autre partie contractante ayant pris part aux négociations aura signé le présent Protocole.

3. Dans chaque cas où l'article II de l'Accord général mentionne la date dudit Accord, la date applicable en ce qui concerne les listes annexées au présent Protocole sera celle du présent Protocole.

4. (a) Le texte original du présent Protocole accompagné de ses annexes sera déposé auprès du Secrétaire général des Nations Unies. Il sera ouvert à la signature des parties contractantes au siège de l'Organisation des Nations Unies jusqu'au 22 mai 1953.

(b) Le Secrétaire général des Nations Unies transmettra sans retard à chacune des parties contractantes à l'Accord général, à tout autre Etat membre des Nations Unies et à tous les autres gouvernements qui ont pris part à la Conférence des Nations Unies sur le commerce et l'emploi une copie certifiée conforme du présent Protocole; il leur notifiera chaque signature qui y sera apposée.

(c) Le Secrétaire général est autorisé à enregistrer le présent Protocole conformément aux dispositions de l'article 102 de la Charte des Nations Unies.

5. Le présent Protocole portera la date du 22 novembre 1952.

FAIT à Innsbruck en un seul exemplaire, en langues française et anglaise, les deux textes faisant également foi, sauf dispositions contraires prévues dans les listes ci-annexées.

SCHEDULE XXXII—AUSTRIA

This Schedule is authentic only in the English language.

PART I

Most-Favoured-Nation Tariff

Austrian Tariff Item Number	Description of Products	Rate of duty
		Gold Crowns per 100 kgs
ex 119	Asphalt paving slabs and stones:	
	High pressure stamped asphalt slabs . . .	3.50
301 B	Furniture and parts thereof; clock cases:	
ex c)	Furniture and parts thereof, other:	
	1. Veneered with common wood, also those with pyroengraved, pressed or mill-cut ornaments	80.—
	2. Of fine wood or veneered with fine wood, even finely carved or turned, sculptured or combined with fine materials, except covers of any kind . .	80. —
307	Wares manufactured of turning and carving materials, combined or not with fine materials:	
ex b)	2. Of artificial horn or artificial resin:	
	Plastic foils, printed	220.—, but not more than 30% ad val.
316	Hollow glass, moulded and solid, n. s. m., not worked:	
ex b)	Other:	
	Glass rods, coloured, and glass tubes, chemically and thermically resistant . . .	19.—
354	Bricks and slabs, fireproof:	
ex a)	Dinas, magnesite, bauxite and graphite bricks and slabs:	
	Bauxite and graphite bricks and slabs . .	free
441	Machines and apparatus, n. s. m.:	
c)	Of iron, weighing each:	
ex 1.	10.000 kilograms or more:	
	Ramming machines	26. —
ex 2.	Less than 10.000 kilograms and down to 1.000 kilograms:	
	Ramming machines	40. —

SCHEDULE XXXII—AUSTRIA—Continued

PART I—(concluded)

Austrian Tariff Item Number	Description of Products	Rate of duty
ex 458	Parts of cycles, worked:	*Gold Crowns*
NOTE 1	Parts of cycles classified under Tariff Item No. 458 d up to an annual maximum quantity of 25.000 kilograms for the manufacture and repair of cycles by craftsmen, as certified and allotted by the competent Chamber of Commerce and Industry	*per 100 kgs* 135. —
ex 525	Tar dyes, pure, containing not more than 30% of diluting material:	
	Tar dyes, containing more than 30% of diluting material	free
ex 526	Colours, n. s. m., unground:	
	Black oxide of iron	17. —
ex 534	Lacquer and lacquer varnishes, with or without colours:	
NOTE	Urea formaldehyde resin, dissolved by volatile solvents, containing at least 60% of dry substances, for the manufacture of lacquer, under certificate of authorized use	80. —

PART II

Preferential Tariff

Nil

LISTE XXXIII—REPUBLIQUE FEDERAL D'ALLEMAGNE [1]

Seul le texte français de la présente Liste fait foi.

Partie I

Tarif de la nation la plus favorisée

Position du tarif allemand	Désignation des produits	Droit
32 08	Matières colorantes minérales (pigments minéraux), non dénommées ni comprises ailleurs, même mélangées entre elles ou avec des matières inertes ou additionnées d'une matière colorante dérivée du goudron de houille:	
	ex K–Minerai de fer, pulvérisé (dit "Eisenglimmer") .	5 %
49 02	Journaux et publications périodiques imprimés, même illustrés:	
	ex A–Patrons présentés avec des journaux de mode et en faisant partie	exempt.
ex 51 11	Loden d'un poids au mètre carré de 200–620 g, correspondant aux échantillons déposés à la disposition des intéressés, sur la présentation d'un certificat approuvé par les gouvernements:	
	jusqu'au 31 janvier 1954	12 %
ex 58 11	Broderies chimiques ou aériennes (dites "dentelles chimiques ou aériennes"), broderies sans fond visible, en pièces ou en motifs d'une valeur supérieure à 120 jusqu'à 140 DM par kilo	15 %
ex 82 07	Plances coupe-choux	12 %
84 34	Matériel et appareils pour clicherie, stéréotypie, galvanoplastie et tous procédés photomécaniques, à l'exclusion des appareils photographiques:	
	ex F–Plaques en caoutchouc pour clichés, sur base en tissu, même avec couche intermédiaire en carton .	15 %

Partie II

Tarif préférentiel

Néant

[1] See *post*, p. 1641, for English translation.

For the Commonwealth of Australia:	*Pour le Commonwealth d'Australie:*
For the Republic of Austria:	*Pour la République d'Autriche:*
For the Kingdom of Belgium:	*Pour le Royaume de Belgique:*
For the United States of Brazil:	*Pour les Etats-Unis du Brésil:*
For Burma:	*Pour la Birmanie:*
For Canada:	*Pour le Canada:*
For Ceylon:	*Pour Ceylan:*
For the Republic of Chile:	*Pour la République du Chili:*
For the Republic of Cuba:	*Pour la République de Cuba:*
For the Czechoslovak Republic:	*Pour la République tchécoslovaque:*
For the Kingdom of Denmark:	*Pour le Royaume de Danemark:*
For the Dominican Republic:	*Pour la République Dominicaine:*
For the Republic of Finland:	*Pour la République de Finlande:*
For the French Republic:	*Pour la République française:*
For the Federal Republic of Germany:	*Pour la République fédérale d'Allemagne:*
For the Kingdom of Greece:	*Pour le Royaume de Grèce:*
For the Republic of Haiti:	*Pour la République d'Haïti:*
For India:	*Pour l'Inde:*
For the Republic of Indonesia:	*Pour la République d'Indonésie:*
For the Republic of Italy:	*Pour la République d'Italie:*
For the Republic of Liberia:	*Pour la République de Libéria:*
For the Grand-Duchy of Luxemburg:	*Pour le Grand-Duché de Luxembourg:*
For the Kingdom of the Netherlands:	*Pour le Royaume des Pays-Bas:*
For New Zealand:	*Pour la Nouvelle-Zélande:*
For the Republic of Nicaragua:	*Pour la République de Nicaragua:*
For the Kingdom of Norway:	*Pour le Royaume de Norvège:*
For Pakistan:	*Pour le Pakistan:*
For Peru:	*Pour le Pérou:*
For Southern Rhodesia:	*Pour la Rhodésie du Sud:*
For the Kingdom of Sweden:	*Pour le Royaume de Suède:*
For the Republic of Turkey:	*Pour la République de Turquie:*
For the Union of South Africa:	*Pour l'Union Sud-Africaine:*
For the United Kingdom of Great Britain and Northern Ireland:	*Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:*
For the United States of America:	*Pour les Etats-Unis d'Amérique:*

Certified true copy
For the Secretary-General:

Copie certifiée conforme
Pour le Secrétaire général:

C A STAVROPOULOS
Principal Director in charge of the Legal Department.
Directeur principal chargé du Département juridique.

Translation prepared by the GATT Secretariat

SCHEDULE XXXIII—FEDERAL REPUBLIC OF GERMANY

This Schedule is authentic only in the French language.

PART I

Most-Favoured-Nation Tariff

German Tariff Item No.	Description of Products	Rate of Duty
32 08	Mineral pigments, not elsewhere specified or included, whether or not mixed together or with extenders, including mineral pigments fortified with synthetic organic colouring matter:	
	ex K–Iron ore, pulverized (so-called "Eisenglimmer")	5 %
49 02	Newspapers, journals, and periodicals, whether or not illustrated:	
	ex A–Pattern imported with fashion journals and being part of them	free
ex 51 11	Loden weighing 200–620 grammes per sq. meter, complying with the samples deposited for public use, subject to producing a certificate approved by the Governments:	
	until 31st January, 1954	12 %
ex 58 11	Chemical or burnt-out embroidery (so-called chemical or burnt-out lace); embroidery without visible ground, in the piece or in motifs, valued more than 120 up to 140 DM per kilogramme . . .	15 %
ex 82 07	Cabbage-slicers	12 %
84 34	Equipment for type-setting, stereotype, galvanoplastics and for photomechanical processes of all kinds, not including photographic apparatus:	
	ex F–Rubber printing plates, with textile lining, whether or not with inlaid pasteboard	15 %

PART II

Preferential Tariff

N i l

TIAS 2832
June 25, 1953

EMERGENCY WHEAT AID TO PAKISTAN

Agreement between the UNITED STATES OF AMERICA and PAKISTAN

- Signed at Washington June 25, 1953
- Entered into force June 25, 1953

BILATERAL AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PAKISTAN REGARDING UNITED STATES EMERGENCY WHEAT AID TO PAKISTAN

The Governments of the United States of America and Pakistan:

Recognizing that starvation and mass suffering are threatened by famine conditions in Pakistan;

Considering that the Government of the United States of America has adopted legislation authorizing food assistance to the Government of Pakistan to meet such emergency;[1]

Desiring to set forth the understandings which govern the furnishing of such assistance by the Government of the United States of America, the receipt of such assistance by the Government of Pakistan, and the measures which the two Governments will take individually and together in furtherance of the above objective;

Have agreed as follows:

ARTICLE I

The Government of the United States of America will, subject to the terms and conditions of the legislation authorizing such assistance, furnish to the Government of Pakistan not to exceed 1,000,000 long tons of wheat, of which not to exceed 700,000 long tons of wheat will be provided immediately in the form of a grant in order to alleviate starvation and mass suffering threatened by famine conditions in Pakistan, and not to exceed 300,000 long tons will be provided on such terms and conditions as may be agreed upon as a reserve supply to supplement such emergency assistance. Subject to availability of funds the Government of the United States of America will defray the dollar costs of ocean transportation. The Government of Pakistan will be responsible for the non-dollar costs of ocean transportation and in this regard undertakes to exert its best efforts to provide shipping for 50 percent of the tonnage of the wheat transferred to it under this Agreement.

[1] 67 Stat. 80.

ARTICLE II

In order to ensure maximum benefits to the people of Pakistan from assistance to be furnished hereunder by the Government of the United States of America, the Government of Pakistan undertakes to:

(a) Distribute the supplies of wheat made available pursuant to this Agreement and similar supplies obtained within or outside Pakistan by the Government of Pakistan and the States or Provinces of Pakistan among the people of Pakistan without discrimination, and to provide supplies made available under this Agreement free of cost to persons who, by virtue of circumstances beyond their control, are unable to pay for them.

(b) To pursue all appropriate measures to reduce its relief needs and to increase production and supply and improve distribution of foodstuffs within Pakistan so as to lessen the danger of similar emergencies in the future.

ARTICLE III

1. Recognizing that the value to Pakistan of the assistance program will be enhanced by the expenditure of local currency derived from this aid rendered by the Government of the United States of America, the Government of Pakistan will establish in its own name a Special Account in the State Bank of Pakistan (hereinafter called the "Special Account"), and will deposit in this account promptly amounts of local currency equivalent to the sums accruing after deducting its inland and ocean transportation expenses and handling costs to the Government of Pakistan and to the States or Provinces of Pakistan from the sale of wheat supplied under this Agreement on a grant basis, or otherwise accruing to the Government of Pakistan and the States or Provinces of Pakistan as a result of the import of such wheat. The Government of Pakistan may at any time make advance deposits in the Special Account.

2. The Government of Pakistan will allocate to the use of the Government of the United States 5 percent of the local currency from the Special Account for local currency requirements of the United States Government including administrative and operating expenses in Pakistan in connection with assistance supplied by the United States.

3. The Government of Pakistan may draw upon any remaining balance in the Special Account as may be agreed upon by the Government of the United States of America and the Government of Pakistan for the benefit of the people of Pakistan in programs to increase food production and in other projects and programs in the mutual

interest of the United States of America and Pakistan, including use to establish revolving loan funds where desirable.

ARTICLE IV

1. The Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement or operations thereunder. The Government of Pakistan will provide such information as may be necessary to carry out the provisions of this Agreement, including statements on the use of assistance received hereunder and other relevant information which the Government of the United States of America may need to determine the nature and scope of its operations under this Agreement and to evaluate the effectiveness of assistance furnished or contemplated.

2. The Government of Pakistan will give full and continuous publicity in Pakistan to the objectives and progress of the program under this Agreement, including information to the people of Pakistan that this program is evidence of the friendship of the people of the United States of America for them, and will make public each quarter full statements of operations hereunder, including information as to the use of assistance received.

ARTICLE V

The Government of Pakistan agrees to receive persons designated by the Government of the United States of America to discharge the responsibilities of the Government of the United States of America under this Agreement and to permit such persons to observe without restriction the distribution in Pakistan of wheat made available hereunder, including the provision of facilities necessary for observation and review of the carrying out of this Agreement and the use of assistance furnished under it. Upon appropriate notification from the Government of the United States of America, the Government of Pakistan will consider such persons as part of the Technical Cooperation Administration mission in the Embassy of the United States of America in Pakistan for the purpose of enjoying the privileges and immunities accorded to that Mission and its personnel of comparable rank.

ARTICLE VI

All or any part of the assistance provided hereunder may be terminated by the Government of the United States of America if it is determined that because of changed conditions continuation of assistance is unnecessary or undesirable. Termination of assistance under this provision may include the termination of deliveries of all wheat scheduled hereunder and not yet delivered.

ARTICLE VII

This Agreement shall take effect on the date of signature.

DONE at Washington this twenty-fifth day of June, 1953.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JOHN FOSTER DULLES
Secretary of State
of the United States of America

FOR THE GOVERNMENT OF PAKISTAN:

S. AMJAD ALI
Ambassador at Large
For the Government of Pakistan

DOUBLE TAXATION

Taxes on Income

TIAS 2833
Oct. 28, 1948;
Aug. 7 and Sept.
8, 9, 1952

Conventions between the
UNITED STATES OF AMERICA and
BELGIUM

- Convention signed at Washington October 28, 1948; Supplementary Convention signed at Washington September 9, 1952
- Ratification advised by the Senate of the United States of America July 9, 1953
- Ratified by the President of the United States of America July 23, 1953
- Ratified by Belgium July 27, 1953
- Ratifications exchanged at Brussels September 9, 1953
- Proclaimed by the President of the United States of America September 23, 1953
- Entered into force September 9, 1953; operative retroactively January 1, 1953

and

Exchange of Notes

- Signed at Washington August 7 and September 8, 1952

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a convention between the United States of America and Belgium for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income was signed at Washington on October 28, 1948;

AND WHEREAS a convention between the United States of America and Belgium modifying and supplementing the aforesaid convention of October 28, 1948, was signed at Washington on September 9, 1952;

AND WHEREAS the originals of the two conventions aforesaid are word for word as follows:

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND BELGIUM 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 Belgium, desiring to conclude a Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, have appointed for that purpose as their respective Plenipotentiaries:

The Government of the United States of America:

Robert A. Lovett, Acting Secretary of State of the United States of America, and

The Government of Belgium:

Baron Silvercruys, Ambassador Extraordinary and Plenipotentiary of Belgium at Washington,

who, having communicated to each other their full powers, found in good and due form, have agreed upon the following Articles:

CONVENTION ENTRE LES ETATS-UNIS D'AMERIQUE ET LA BELGIQUE POUR EVITER LA DOUBLE IMPOSITION ET EMPECHER L'EVASION FISCALE EN MATIERE D'IMPOTS SUR LE REVENU

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement belge, désireux de conclure une Convention pour éviter la double imposition et empêcher l'évasion fiscale en matière d'impôts sur le revenu ont désigné à cette fin pour leurs plénipotentiaires respectifs:

Le Gouvernement des Etats-Unis d'Amérique:

Robert A. Lovett, Sécretaire d'Etat faisant fonction des Etats-Unis d'Amérique, et

Le Gouvernement belge:

Baron Silvercruys, Ambassadeur Extraordinaire et Plenipotentiaire de Belgique à Washington,

lesquels, après s'être communiqué leurs pleins pouvoirs, reconnus en bonne et due forme, sont convenus des articles suivants:

ARTICLE I

(1) The taxes which are the subject of the present Convention are:

(a) In the case of the United States: The Federal income taxes.

(b) In the case of Belgium: The income taxes, the national crisis tax, and the personal complementary tax, including all additions to these taxes.

(2) The present Convention shall apply also to any other taxes of a substantially similar character imposed by either Contracting State subsequently to the date of signature of the present Convention or by the government of any territory to which the present Convention is extended under Article XXII.

(3) In the event of appreciable changes in the fiscal laws of either of the Contracting States the competent authorities of the Contracting States will consult together.

ARTICLE II

(1) In the present Convention, unless the context otherwise requires:

(a) The term "United States" means the United States of America, and when used in a geographical sense means the States, the Territories of Alaska and of Hawaii, and the District of Columbia.

(b) The term "Belgium" when used in a geographical

ARTICLE I

(1) Les impôts qui font l'objet de la présente Convention sont:

(a) en ce qui concerne les Etats-Unis: les impôts fédéraux sur le revenu;

(b) en ce qui concerne la Belgique: les impôts sur les revenus, la contribution nationale de crise et l'impôt complémentaire personnel, y compris tous additionnels à ces impôts.

(2) La présente Convention s'appliquera également à tous autres impôts d'un caractère analogue en substance, qui seront institués par l'un ou l'autre des Etats Contractants après la date de signature de la présente Convention, ou par le Gouvernement de tout Territoire auquel la présente Convention serait étendue en exécution de l'article XXII.

(3) Dans le cas de modifications appréciables aux lois fiscales d'un des Etats Contractants, les autorités compétentes des Etats Contractants se consulteront.

ARTICLE II

(1) Dans la présente Convention et à moins que le contexte n'exige une autre interprétation:

(a) Le terme "Etats-Unis" désigne les Etats-Unis d'Amérique, et, lorsqu'il est employé dans un sens géographique, les Etats, les Territoires de l'Alaska et de Hawai et le District de Colombie.

(b) Le terme "Belgique", lorsqu'il est utilisé dans un

sense means the Kingdom of Belgium in Europe.

(c) The term "United States enterprise" means an industrial or commercial enterprise or undertaking carried on in the United States by a citizen or resident of the United States or by a corporation or other juridical person created or organized in the United States or under the laws of the United States or of any State or Territory of the United States.

(d) The term "Belgian enterprise" means an industrial or commercial enterprise or undertaking carried on in Belgium by a citizen or resident of Belgium or by a corporation or other juridical person created or organized in Belgium or under the laws of Belgium.

(e) The terms "enterprise of one of the Contracting States" and "enterprise of the other Contracting State" mean a United States enterprise or a Belgian enterprise, as the context requires.

(f) The term "permanent establishment", when used with respect to an enterprise of one of the Contracting States, means a branch, factory, mine, oil-well, plantation, workshop, warehouse, installation, or other fixed place of business, but does not include an agency unless the agent has, and habitually exercises, a general authority to negotiate and conclude con-

sens géographique, signifie le Royaume de Belgique en Europe.

(c) Le terme "Entreprise des Etats-Unis" désigne une entreprise ou exploitation industrielle ou commerciale pratiquée aux Etats-Unis par un ressortissant (citizen) ou "résident" des Etats-Unis, ou par une société ou autre personne morale créée ou organisée aux Etats-Unis, ou conformément à la législation des Etats-Unis, de l'un des Etats ou d'un territoire des Etats-Unis.

(d) Le terme "Entreprise belge" désigne, une entreprise ou exploitation industrielle ou commerciale pratiquée en Belgique par un ressortissant ou habitant du Royaume de Belgique ou par une société ou autre personne morale créée ou organisée en Belgique ou conformément à la législation belge.

(e) Les termes "Entreprise de l'un des Etats Contractants" et "Entreprise de l'autre Etat Contractant" désignent une entreprise des Etats-Unis ou une Entreprise belge suivant le contexte.

(f) Le terme "Etablissement stable", lorsqu'il est employé à l'égard d'une entreprise de l'un des Etats Contractants, désigne une succursale, usine, mine, exploitation pétrolifère, plantation, atelier, entrepôt, installation ou autre lieu fixe d'affaires, mais ne comprend pas une agence, à moins que l'agent ne possède et n'exerce habituellement un pouvoir général pour

tracts on behalf of such enterprise or has control over a stock of merchandise from which he regularly fills orders on behalf of such enterprise. An enterprise of one of the Contracting States shall not be deemed to have a permanent establishment in the other Contracting State merely because it carries on business dealings in such other Contracting State through a *bona fide* commission agent or broker acting in the ordinary course of his business as such. When a corporation of one Contracting State has a subsidiary corporation which is a corporation created or organized in the other Contracting State or which is engaged in trade or business in such other Contracting State, such subsidiary corporation shall not, merely because of that fact, be deemed to be a permanent establishment of its parent corporation.

(g) The term "industrial and commercial profits" shall not include the following:

(i) Income from real property;

(ii) Income from mortgages, from public funds, securities (including mortgage bonds), loans, deposits, and current accounts;

(iii) Dividends and other income from shares in a corporation;

(iv) Rentals or royalties arising from leasing personal

négocier et conclure des contrats pour le compte d'une telle entreprise ou ne dispose d'un stock de marchandises au moyen duquel il exécute régulièrement des commandes pour le compte de ladite entreprise. Une entreprise de l'un des Etats Contractants ne sera pas considérée comme ayant un établissement stable dans l'autre Etat Contractant uniquement parce qu'elle traite des affaires dans le territoire de cet autre Etat Contractant par l'intermédiaire d'un commissionnaire ou courtier, agissant comme tel et vraiment autonome. Si une société de l'un des Etats Contractants a une filiale qui est une société créée ou organisée dans l'autre Etat Contractant ou qui se livre à des opérations commerciales ou traite des affaires dans l'autre Etat Contractant, cette filiale ne constituera pas, de ce seul fait, un établissement stable de la Société-mère.

(g) L'expression "Bénéfices industriels et commerciaux" ne comprend pas ce qui suit:

(i) les revenus de propriétés immobilières;

(ii) les revenus d'hypothèques, fonds publics, valeurs mobilières (obligations hypothécaires comprises), emprunts, dépôts et comptes-courants;

(iii) les dividendes et autres revenus d'actions dans une société (corporation);

(iv) les loyers ou redevances (royalties) prove-

property or from any interest in such property, including rentals or royalties for the use of, or for the privilege of using, patents, copyrights, secret processes and formulae, good will, trade marks, trade brands, franchises, and other like property;

(v) Profit or loss from the sale or exchange of capital assets;

(vi) Compensation for labor or personal services.

Subject to the provisions of the present Convention, the income referred to in subparagraphs (i) to (vi) shall be taxed separately or together with industrial and commercial profits in accordance with the laws of the Contracting States.

(h) The term "competent authority" or "competent authorities" means, in the case of the United States, the Commissioner of Internal Revenue or his duly authorized representative; and in the case of Belgium, the Directeur General de l'Administration des Contributions Directes or his duly authorized representative; and, in the case of any territory to which the present Convention is

nant de la location d'un bien mobilier ou d'intérêt quelconque dans un tel bien, y compris les loyers ou redevances (royalties) pour l'usage ou pour le privilège d'usage de brevets, droits d'auteur et de reproduction, procédés et formules secrets, clientèle (goodwill), marques de fabrique, marques de commerce (trade brands), concessions (franchises) et autres biens analogues;

(v) les profits et pertes provenant de la vente ou de l'échange de biens (capital assets);

(vi) les rémunérations du travail et des services personnels.

Sous réserve des dispositions de la présente Convention, les revenus visés aux N^{os} (i) à (vi) ci-avant seront taxés séparément ou cumulativement avec les bénéfices industriels et commerciaux conformément aux lois de chacun des Etats Contractants.

(h) Le terme "autorité compétente" ou "autorités compétentes" signifie, en ce qui concerne les Etats-Unis, le "Commissioner of Internal Revenue" ou son représentant dûment autorisé; en ce qui concerne la Belgique, le Directeur général de l'Administration des Contributions directes ou son représentant dûment autorisé, et en ce qui concerne tout Territoire auquel la présente Conven-

extended under Article XXII, the competent authority for the administration in such territory of the taxes to which the present Convention applies.

(2) In the application of the provision of the present Convention by either of the Contracting States, any term which is not otherwise defined shall, unless the context otherwise requires, have the meaning which that term has under the laws of such Contracting State relating to the taxes which are the subject of the present Convention.

ARTICLE III

(1) An enterprise of one of the Contracting States is not subject to taxation by the other Contracting State in respect of its industrial and commercial profits except in respect of such profits allocable to its permanent establishment in such other State.

(2) However, an enterprise of one of the Contracting States is not subject to taxation by the other Contracting State if it maintains in the latter State only an establishment which confines itself to the purchasing of merchandise for the purpose of supplying establishments which such enterprise maintains in the former State.

ARTICLE IV

(1) If an enterprise of one of the Contracting States has a permanent establishment in the other Contracting State, there shall be attributed to such per-

tion serait étendue en exécution de l'article XXII, l'autorité qui, dans ce Territoire, est compétente en matière d'impôts auxquels s'applique la présente Convention.

(2) Pour l'application des dispositions de la présente Convention par l'un des Etats Contractants, tout terme qui n'y est pas défini, aura, à moins que le contexte n'exige une autre interprétation, la signification que lui attribuent les lois de cet Etat Contractant relatives aux impôts qui font l'objet de la présente Convention.

ARTICLE III

(1) Une entreprise de l'un des Etats Contractants n'est imposable par l'autre Etat Contractant du chef de ses bénéfices industriels et commerciaux, qu'en raison desdits bénéfices attribuables à ses établissements stables dans cet autre Etat.

(2) Toutefois, une entreprise de l'un des Etats Contractants n'est pas imposable par l'autre Etat Contractant lorsqu'elle n'y possède qu'un ou plusieurs établissements qui se bornent à y acheter des marchandises destinées à des établissements qu'elle exploite dans le premier Etat.

ARTICLE IV

(1) Lorsqu'une entreprise de l'un des Etats Contractants possède un établissement stable dans l'autre Etat Contractant, on attribuera à cet établissement stable

manent establishment the net industrial and commercial profit which it might be expected to derive if it were an independent enterprise engaged in the same or similar activities under the same or similar conditions. Such net profit will, in principle, be determined on the basis of the separate accounts pertaining to such establishment.

(2) The competent authority of the taxing State may, when necessary, in execution of paragraph (1) of this Article, rectify the accounts produced, notably to correct errors and omissions or to re-establish the costs, prices or remuneration entered in the books at the value which would prevail between independent persons. If

(a) an establishment does not produce an accounting showing its own operations, or

(b) the accounting produced does not correspond to the normal usages of the trade in the country where the establishment is situated, or

(c) the rectifications provided for in this paragraph cannot be effected,

the competent authority of the taxing State may determine the net industrial and commercial profit by applying to the operations of the establishment such methods or formulae as may be fair and reasonable.

le bénéfice net industriel et commercial qu'il pourrait normalement obtenir s'il était une entreprise indépendante exerçant les mêmes activités ou des activités similaires, dans les mêmes conditions ou dans des conditions similaires. En principe, ce bénéfice net sera déterminé sur la base des comptes distincts se rapportant audit établissement.

(2) L'autorité compétente de l'Etat taxateur peut, en cas de nécessité, pour l'exécution du paragraphe (1) du présent article, rectifier les comptes produits, notamment pour corriger des erreurs et omissions ou pour redresser les prix de revient ou de vente ou les rémunérations comptabilisés, sur la base de la valeur qui serait retenue entre personnes indépendantes. Si:

(a) un établissement ne produit pas une comptabilité faisant ressortir ses propres opérations, ou

(b) la comptabilité produite n'est pas conforme aux usages normaux du commerce dans le pays où l'établissement est établi ou

(c) les rectifications prévues au présent paragraphe ne peuvent être effectuées,

l'autorité compétente de l'Etat taxateur peut déterminer le bénéfice net industriel et commercial, en appliquant aux opérations de l'établissement susvisé, toutes méthodes ou formules équitables et raisonnables.

(3) To facilitate the determination of industrial and commercial profits which are allocable to the permanent establishment, the competent authorities of the Contracting States may consult together with a view to the adoption of uniform rules of allocation with respect to such profits.

ARTICLE V

When an enterprise of one of the Contracting States, by reason of its participation in the management or financial structure of an enterprise of the other Contracting State, makes with or imposes on the latter enterprise, in their financial or commercial relations, conditions different from those which would be made with an independent enterprise, any profits which, but for those conditions, would have accrued to one of the enterprises may be included in the taxable profits of that enterprise, subject to applicable measures of appeal.

ARTICLE VI

Income of whatever nature derived from real property shall be taxable only in the Contracting State in which the real property is situated. This Article does not apply to income derived from mortgages or bonds secured by real property.

ARTICLE VII

(1) Income which an enterprise of one of the Contracting States derives from the operation of ships

(3) Pour faciliter la détermination des bénéfices industriels et commerciaux qui doivent être attribués à l'établissement stable, les autorités compétentes des Etats Contractants peuvent se consulter en vue de l'adoption de règles uniformes de ventilation de ces bénéfices.

ARTICLE V

Lorsqu'une entreprise de l'un des Etats Contractants, du fait de sa participation à la gestion ou à la structure financière d'une entreprise de l'autre Etat Contractant, fait ou impose à cette dernière entreprise, dans leurs relations commerciales ou financières, des conditions différentes de celles qui seraient faites à une entreprise indépendante, tous bénéfices qui, sans ces conditions, auraient été acquis à l'une des entreprises, peuvent être compris dans les bénéfices taxables de cette entreprise, sous réserve des droits de recours de celle-ci.

ARTICLE VI

Les revenus quelconques de biens immobiliers sont imposables seulement dans l'Etat Contractant dans lequel sont situés les biens immobiliers. Cette disposition ne s'applique pas aux revenus de créances hypothécaires ou d'obligations garanties par des biens immobiliers.

ARTICLE VII

(1) Les revenus qu'une entreprise de l'un des Etats Contractants tire de l'exploitation de

or aircraft registered in that State shall be exempt from taxation in the other Contracting State.

(2) The present Convention shall not be deemed to affect the provisions of the exchange of notes between the United States and Belgium, dated January 28, 1936, providing for relief from double income taxation on shipping profits.[1]

navires ou aéronefs immatriculés dans cet Etat ne sont pas imposables dans l'autre Etat Contractant.

(2) La présente Convention reste sans effet sur les dispositions faisant l'objet de l'échange de lettres entre les Etats-Unis et la Belgique, en date du 28 janvier 1936, et qui ont eu pour but d'éviter la double imposition des bénéfices provenant de la navigation.

ARTICLE VIII

(1) The rate of United States tax on dividends derived from a United States corporation by a corporation created or organized in Belgium or under the laws of Belgium which is not engaged in trade or business in the United States through a permanent establishment therein shall not exceed five percent if the latter corporation controls, directly or indirectly, at least ninety-five percent of the entire voting power in the corporation paying the dividend, and not more than twenty-five percent of the gross income of such paying corporation is derived from interest and dividends, other than interest and dividends received from its own subsidiary corporations. Such reduction of the rate to five percent shall not apply if the relationship of the two corporations has been arranged or is maintained primarily with the intention of securing such reduced rate.

(2) Notwithstanding the provisions of Article XXIII of this Con-

ARTICLE VIII

(1) Le taux de l'impôt des Etats-Unis sur les dividendes provenant d'une société américaine et attribués à une société créée ou organisée en Belgique ou conformément à la législation belge, laquelle ne se livre pas à des opérations commerciales ou ne traite pas d'affaires aux Etats-Unis par l'entremise d'un établissement stable y situé, ne pourra excéder 5% si la société bénéficiaire contrôle, directement ou indirectement, au moins 95% de la totalité des voix au sein de la société qui paie le dividende, et si cette dernière société ne tire pas plus de 25% de ses revenus bruts d'intérêts et de dividendes autres que ceux qui proviennent de ses propres filiales. Cette réduction du taux à 5% ne sera pas applicable si les relations des deux sociétés ont été combinées ou sont maintenues dans le but essentiel d'obtenir ce taux réduit.

(2) Par dérogation aux dispositions de l'article XXIII de la pré-

[1] Executive Agreement Series 87; 49 Stat. 3871.

vention the provisions of this Article may be terminated by the United States provided prior notice is given to Belgium, such termination to become effective on the first day of the fourth calendar month following the calendar month in which such notice is given.

ARTICLE IX

(1) Rentals or royalties from real property or in respect of the operation of mines, quarries or other natural resources shall be taxable only in the Contracting State in which such property, mines, quarries or other natural resources are situated. A resident of Belgium, or a corporation or other juridical person created or organized in Belgium deriving such rentals or royalties from sources within the United States may elect for any taxable year to be subject to United States tax as if such resident, corporation or entity were engaged in trade or business within the United States through a permanent establishment therein in such taxable year.

(2) Royalties derived from within one of the Contracting States by a resident or by a corporation or other entity of the other Contracting State as consideration for the right to use copyrights, patents, secret processes and formulae, trade marks and other analogous rights shall be exempt from taxation in the former State, provided such resident,

sente Convention, les Etats-Unis pourront mettre fin à l'application du présent article pour autant qu'ils en avisent la Belgique au préalable, une telle dénonciation ne prenant effet qu'au premier jour du quatrième mois qui suivra le mois durant lequel le préavis est donné.

ARTICLE IX

(1) Les loyers ou redevances provenant de biens immobiliers ou afférents à l'exploitation des mines, carrières ou autres ressources naturelles ne seront imposables que dans l'Etat Contractant où sont situés ces immeubles, mines, carrières ou autres ressources naturelles. Un habitant du Royaume de Belgique, une société ou autre personne morale créée ou organisée en Belgique recevant de tels loyers ou de telles redevances, de sources situées sur le territoire des Etats-Unis, peuvent choisir, pour chaque année d'imposition, d'être soumis à l'impôt des Etats-Unis, comme si, pendant ladite année d'imposition, ils avaient exploité une entreprise ou fait des affaires aux Etats-Unis par un établissement stable situé dans cet Etat.

(2) Les redevances tirées du territoire de l'un des Etats Contractants par un résident (habitant) ou par une société ou autre personne morale de l'autre Etat Contractant, en contrepartie du droit d'utiliser des droits d'auteur ou de reproduction, des brevets, des procédés et formules secrets, des marques de fabrique et autres droits analogues seront exemptes

corporation or other entity does not have a permanent establishment there. The term "royalties" as used in this paragraph shall be deemed to include rentals in respect of motion picture films.

ARTICLE X

(1) Wages, salaries and similar compensations, and pensions and annuities, paid by one of the Contracting States or by the political subdivisions or territories thereof to citizens of that State residing in the other State (whether or not also citizens of such other State) shall be exempt from taxation in the latter State.

(2) Private pensions and annuities derived from within one of the Contracting States and paid to individuals residing in the other Contracting State shall be exempt from taxation in the former State.

(3) The term "pensions" as used in this Article means periodic payments made in consideration for services rendered or by way of compensation for injuries received.

(4) The term "annuities" as used in this Article means a stated sum payable periodically at stated times, under an obligation to make the payments in consideration of money paid.

d'impôt dans le premier Etat, à condition que ledit résident (habitant), ladite société ou personne morale n'y possèdent pas d'établissement stable. Pour l'application du présent paragraphe, le terme "redevances" comprend les revenus relatifs aux films cinématographiques.

ARTICLE X

(1) Les traitements, salaires et rémunérations analogues ainsi que les pensions et rentes, payés par l'un des Etats Contractants, par une de ses subdivisions politiques ou par l'un de ses territoires, à ses ressortissants qui résident dans l'autre Etat et qui en sont ou non également des ressortissants (citizens), seront exemptés d'impôts dans ce dernier Etat.

(2) Les pensions et rentes privées provenant du territoire de l'un des Etats Contractants et payées à des personnes résidant dans l'autre Etat Contractant, seront exemptées d'impôts dans le premier Etat.

(3) Pour l'application du présent article, le terme "pensions" s'entend de paiements périodiques faits en considération de services rendus ou en compensation de dommages corporels.

(4) Pour l'application du présent article, le terme "rentes" s'entend d'une somme déterminée payable périodiquement à des époques déterminées, en contrepartie de sommes versées.

ARTICLE XI

(1) A resident of the United States shall be exempt from Belgian tax upon compensation for labor or personal services performed within Belgium if he falls within either of the following classifications:

(a) He is temporarily present within Belgium for a period or periods not exceeding a total of ninety days during the calendar year and the compensation received for such labor or personal services does not exceed $3,000.00 in the aggregate, or its corresponding amount, except that the provisions of this subparagraph shall not apply to remuneration of "administrateurs", "commissaires", or "liquidateurs" of, or of other individuals exercising similar functions in corporations created or organized in Belgium;

(b) He is temporarily present within Belgium for a period or periods not exceeding a total of one hundred eighty-three days during the calendar year and his compensation is received for labor or personal services performed as a worker or employee of, or under contract with, a resident of, or a corporation or other juridical person created or organized in, the United States which carries the actual burden of the remuneration.

ARTICLE XI

(1) Tout résident des Etats-Unis sera exonéré de l'impôt belge sur la rémunération du travail ou des services personnels (labor or personal services) accomplis en Belgique, s'il tombe dans l'une des catégories suivantes:

(a) Il séjourne temporairement en Belgique au cours de l'année civile, pendant une ou plusieurs périodes n'excédant pas un total de nonante jours et la rémunération reçue pour un tel travail ou de tels services n'excède pas au total $3.000 ou la contrevaleur de ce montant, toutefois, les dispositions du présent alinéa ne s'appliquent pas aux rémunérations des administrateurs, commissaires, liquidateurs et autres personnes exerçant des fonctions analogues, dans des sociétés de capitaux créées ou organisees en Belgique;

(b) Il séjourne temporairement en Belgique, au cours de l'année civile, pendant une ou plusieurs périodes dont la durée totale ne dépasse pas cent quatre-vingt-trois jours et sa rémunération est perçue pour un travail ou des services personnels accomplis en qualité d'ouvrier ou employé d'un résident des Etats-Unis, d'une société ou d'une autre personne morale créée ou organisée aux Etats-Unis, (ou en exécution d'un contrat avec un tel résident, une telle société ou personne morale), qui supporte

effectivement la charge de cette rémunération.

In such cases the United States reserves the right to tax such income.

Dans ces cas, les Etats-Unis se réservent le droit d'imposer ces revenus.

(2) A resident of Belgium shall be exempt from United States tax upon compensation for labor or personal services performed within the United States if he falls within either of the following classifications:

(2) Tout habitant du Royaume de Belgique sera exonéré de l'impôt des Etats-Unis sur la rémunération du travail ou des services personnels (labor or personal services) accomplis aux Etats-Unis, s'il tombe dans l'une des catégories suivantes:

(a) He is temporarily present within the United States for a period or periods not exceeding a total of ninety days during the taxable year and the compensation received for such labor or personal services does not exceed $3,000.00 in the aggregate, or its corresponding amount, except that the provisions of this subparagraph shall not apply to remuneration of officers and directors of corporations created or organized in the United States;

(a) Il séjourne temporairement aux Etats-Unis, au cours de l'année imposable, pendant une ou plusieurs périodes n'excédant pas un total de nonante jours et la rémunération reçue pour un tel travail ou de tels services personnels, n'excède pas au total $3.000 ou la contre-valeur de ce montant; toutefois, les dispositions du présent alinéa ne s'appliquent pas aux rémunérations des "officers" et "directors" de sociétés (corporations) créées ou organisées aux Etats-Unis;

(b) He is temporarily present within the United States for a period or periods not exceeding a total of one hundred eighty-three days during the taxable year and his compensation is received for labor or personal services performed as a worker or employee of, or under contract with, a resident of, or a corporation or other juridical person created or organized in, Belgium which carries the actual burden of the remuneration.

(b) Il séjourne temporairement aux Etats-Unis, au cours de l'année imposable, pendant une ou plusieurs périodes dont la durée totale ne dépasse pas cent-quatre-vingt-trois jours et sa rémunération est perçue pour un travail ou des services personnels accomplis en qualité d'ouvrier ou employé d'un habitant du Royaume de Belgique, d'une société ou autre personne morale créée ou organisée en Belgique (ou en exécution d'un

contrat avec un tel habitant une telle société ou personne morale), qui supporte effectivement la charge de cette rémunération.

In such cases Belgium reserves the right to tax such income.

Dans ces cas, la Belgique se réserve le droit d'imposer ces revenus.

(3) The provisions of this Article shall have no application to the income to which Article X relates.

(3) Les dispositions du présent article ne seront pas applicables aux revenus dont il est question à l'article X.

ARTICLE XII

(1) Notwithstanding any provisions of the present Convention (other than paragraph (1) of Article X) each of the two Contracting States, in determining the income taxes, including all surtaxes, of its citizens or residents or corporations or other juridical persons, may include in the basis upon which such taxes are imposed all items of income taxable under its own revenue laws as though this Convention had not come into effect.

ARTICLE XII

(1) Nonobstant toutes dispositions de la présente Convention—autres que celles du paragraphe (1) de l'article X—chacun des deux Etats Contractants, en déterminant les impôts sur les revenus, y compris tous additionnels (surtaxes), de ses ressortissants (citizens), habitants (résidents), sociétés ou autres personnes morales, peut comprendre dans les bases de ces impôts toutes les catégories de revenus imposables en vertu de sa législation fiscale propre, comme si ladite Convention n'existait pas.

(2) In accordance with the provisions of section 131 of the United States Internal Revenue Code as in effect on the day of the entry into force of the present Convention, the United States agrees to allow as a deduction from the income taxes imposed by the United States the appropriate amount of taxes paid to Belgium, whether paid directly by the taxpayer or by withholding.

(2) Conformément aux dispositions de la section 131 du code des impôts des Etats-Unis (United States Internal Revenue Code), telle qu'elle existera à la date de l'entrée en vigueur de la présente Convention, les Etats-Unis consentent à déduire de leurs impôts sur le revenu, le montant approprié des impôts payés en Belgique, soit directement par le contribuable, soit par voie de retenue.

(3) In order to take into account the Federal income taxes collected

(3) Pour tenir compte des impôts fédéraux sur le revenu, perçus aux

in the United States, Belgium agrees, in conformity with the provisions of Belgian law relating to income taxes and the national crisis tax, as in effect on the day of the entry into force of the present Convention, to reduce

(a) to one-fourth, the professional tax and the national crisis tax which affect that part of the taxable income which is derived from sources within and taxed by the United States,

(b) to a maximum of 12 percent, the tax on income from personal and real property which has its source in the United States, and

(c) in derogation of the provisions of Belgian law, to one-fourth the personal complementary tax due by citizens or residents of the United States who are also residents of Belgium, in respect of income from sources within and taxed by the United States.

ARTICLE XIII

Professors or teachers, citizens of one of the Contracting States, who, within the framework of agreements between the Contracting States or between teaching establishments in the Contracting States for the sending of professors and teachers, visit within the territory of the other Contracting State to teach, for a maximum period of two years, in a univer-

Etats-Unis, la Belgique consent à réduire, conformément aux dispositions de la législation belge relative aux impôts sur les revenus et à la contribution nationale de crise, telle que ces dispositions existeront à la date de l'entrée en vigueur de la présente Convention:

(a) au quart, la taxe professionnelle et la contribution nationale de crise, afférentes proportionnellement à la partie des revenus taxables réalisée et imposée aux Etats-Unis;

(b) au taux maximum de 12% la taxe mobilière sur les revenus de biens mobiliers et immobiliers, qui trouvent leur source aux Etats-Unis; et

(c) par dérogation aux dispositions de la législation belge, à réduire au quart l'impôt complémentaire personnel, afférent proportionnellement à la partie des revenus réalisés et imposés aux Etats-Unis, qui est passible dudit impôt dans le chef de ressortissants ou résidents des Etats-Unis, qui sont également habitants du Royaume de Belgique.

ARTICLE XIII

Les professeurs ou maîtres ressortissants de l'un des Etats Contractants qui, dans le cadre d'accords intervenus entre les Etats Contractants ou entre des établissements d'enseignement de ces Etats pour l'envoi de professeurs et maîtres, séjourneront dans le territoire de l'autre Etat Contractant pour enseigner, pendant une période d'une durée maximum

sity, college, school or other teaching establishment in the territory of such other Contracting State, shall not be taxed by such other State with respect to the remuneration which they receive for such teaching.

ARTICLE XIV

Students or apprentices, citizens of one of the Contracting States, residing in the other Contracting State exclusively for purposes of study or for acquiring experience, shall not be taxable by the latter State in respect of remittances received by them from abroad for the purposes of their maintenance or studies.

ARTICLE XV [1]

(1) The competent authorities of the Contracting States shall exchange such information (being information available under the respective taxation laws of the Contracting States) as is necessary for carrying out the provisions of the present Convention or for the prevention of fraud or the administration of statutory provisions and regulations against legal avoidance in relation to the taxes which are the subject of the present Convention.

(2) Documents and information contained therein, transmitted under the provisions of the present Convention by one of the Contracting States to the other Contracting State shall not be published, revealed or disclosed to any

[1] See *post*, p. 1680.

de deux ans, dans une Université, un collège, une école ou un autre établissement d'enseignement, situés sur le territoire de cet autre Etat Contractant, seront exonérés d'impôt par cet autre Etat du chef de la rémunération qu'ils recevront pour cet enseignement.

ARTICLE XIV

Les étudiants ou apprentis ressortissants de l'un des Etats Contractants qui résident dans l'autre Etat Contractant dans le but exclusif d'y faire des études ou d'y acquérir une formation professionnelle seront exonérés d'impôt par cet autre Etat, du chef des sommes reçues par eux de l'étranger pour leur entretien ou leurs études.

ARTICLE XV [1]

(1) Les autorités compétentes des Etats Contractants échangeront tous renseignements (disponibles en vertu de la législation fiscale respective des Etats Contractants) qui seront nécessaires, soit pour exécuter les dispositions de la présente Convention, soit pour empêcher les fraudes ou appliquer les dispositions légales et réglementaires contre les abus du droit (legal avoidance) en ce qui concerne les impôts qui font l'objet de la présente Convention.

(2) Les documents et les renseignements y contenus, transmis conformément aux dispositions de la présente Convention par l'un des Etats Contractants à l'autre Etat Contractant, ne seront ni publiés, ni révélés, ni divulgués à

person except to the extent permitted under the laws of the latter State with respect to similar documents or information.

ARTICLE XVI

The competent authority of each of the Contracting States shall furnish, upon request by the competent authority of the other Contracting State, particulars relative to the application in concrete cases of the taxes of the requesting State to which the present Convention relates.

ARTICLE XVII

(1) The Contracting States undertake to lend assistance and support to each other in the collection of the taxes to which the present Convention relates, together with additions, interest, costs, and fines not being of a penal character.

(2) In the case of an application for enforcement of taxes, revenue claims of each of the Contracting States which have been finally determined may be accepted for enforcement by the other Contracting State and collected in that State in accordance with the laws applicable to the collection of its own taxes. The State to which application is made shall not be required to enforce executory measures for which there is no provision in the law of the State making the application.

(3) An application for collection shall be accompanied by such documents as are required by the

qui que ce soit, sauf dans la limite permise par les lois de ce dernier Etat en ce qui concerne les documents ou renseignements analogues.

ARTICLE XVI

L'autorité compétente de chacun des Etats Contractants fournira, à la requête de l'autorité compétente de l'autre Etat Contractant, des renseignements se rapportant à l'application, dans des cas concrets, des impôts de l'Etat requérant qui font l'objet de la présente Convention.

ARTICLE XVII

(1) Les Etats Contractants s'engagent à se prêter assistance et concours aux fins de recouvrer les impôts visés par la présente Convention, ainsi que les additionnels, les intérêts, les frais et les amendes qui n'ont pas un caractère pénal.

(2) Dans le cas d'une demande en recouvrement d'impôts, les créances fiscales définitivement arrêtées de chacun des Etats Contractants pourront être acceptées pour recouvrement par l'autre Etat Contractant et être perçues par cet Etat conformément aux lois applicables à la perception de ses propres impôts. L'Etat requis n'est pas tenu d'appliquer des mesures d'exécution qui ne sont pas prévues par la législation de l'Etat requérant.

(3) Il sera joint à la demande en recouvrement tels documents qui sont exigés par les lois de

laws of the State making the application to establish that the taxes have been finally determined.

(4) The assistance provided for in this Article shall not be accorded with respect to the citizens, corporations, or other entities of the State to which application is made, except as is necessary to insure that the exemption or reduced rate of tax granted under the Convention to such citizens, corporations or other entities shall not be enjoyed by persons not entitled to such benefits.

ARTICLE XVIII

(1) In no case shall the provisions of Articles XV, XVI, and XVII be construed so as to impose upon either of the Contracting States the obligation

(a) to carry out administrative measures at variance with the regulations and practice of either Contracting State, or

(b) to supply information or particulars which are not procurable under its own legislation or that of the State making the application.

(2) The State to which application is made for information or assistance shall comply as soon as possible with the request addressed to it. Nevertheless, such State may refuse to comply with the request for reasons of public

l'Etat requérant, pour établir que les impôts ont été définitivement arrêtés.

(4) L'assistance prévue au présent article ne sera pas prêtée à l'égard de ressortissants, sociétés ou autres personnes morales de l'Etat auquel la demande est adressée, sauf dans la mesure nécessaire pour éviter que le bénéfice des exemptions ou des réductions d'impôt accordées par la Convention à ces ressortissants, sociétés ou autres personnes morales, ne soit obtenu par des personnes qui n'y ont pas droit.

ARTICLE XVIII

(1) En aucun cas, les dispositions des articles XV, XVI et XVII ne seront interprétées comme imposant à l'un ou l'autre des Etats Contractants l'obligation:

(a) d'appliquer des mesures administratives non conformes aux règlements et à l'usage de l'un ou de l'autre Etat Contractant ou

(b) de fournir des informations ou renseignements qui ne peuvent être obtenus en vertu de la législation soit de l'Etat requis, soit de l'Etat requérant.

(2) L'Etat, auquel la demande de renseignements ou d'assistance est adressée, y donnera suite avec toute la promptitude possible. Néanmoins, l'Etat requis peut refuser de donner suite à la demande pour des raisons d'ordre

policy or if compliance would involve violation of a business, industrial or trade secret. In such case it shall inform, as soon as possible, the State making the application.

ARTICLE XIX

Where a taxpayer shows proof that the action of the tax administrations of the Contracting States has resulted or will result in double taxation in his case in respect of any of the taxes to which the present Convention relates, he shall be entitled (within a period of two years from the date of the notification of the tax which has been last asserted or proposed, or of the payment of the tax if such payment has been made prior to notification) to lodge a claim with the State of which he is a citizen, or, if he is not a citizen of either of the Contracting States, with the State of which he is a resident, or, if the taxpayer is a corporation or other juridical person, with the State in which it is created or organized. Should the claim be upheld, the competent authorities of the two Contracting States shall come to an agreement with a view to equitable avoidance of the double taxation in question.

ARTICLE XX

(1) The provisions of the present Convention shall not be construed to restrict in any manner any exemption, deduction, credit or other allowance accorded by the laws of one of the Contracting

public ou si la demande ne peut être satisfaite que par la violation d'un secret commercial, industriel ou professionnel. Dans ce cas, il en informera aussitôt que possible l'Etat requérant.

ARTICLE XIX

Tout contribuable qui prouve que les mesures prises par les administrations fiscales des Etats Contractants ont entraîné ou entraîneront pour lui une double imposition en ce qui concerne l'un quelconque des impôts visés par la présente Convention, peut (dans un délai de 2 ans à dater de la notification de l'impôt établi ou projeté en dernier lieu ou du paiement de cet impôt, si ce paiement a été fait avant notification) adresser une réclamation, soit à l'Etat dont il est ressortissant (citizen), soit s'il n'est pas ressortissant de l'un des Etats Contractants, à l'Etat dont il est habitant (résident), soit, si le contribuable est une société ou autre personne morale, à l'Etat où celle-ci a été créée ou organisée. Si le bien-fondé de la demande est reconnu, les autorités compétentes des deux Etats Contractants s'entendront pour éviter de façon équitable, la double imposition dont il s'agit.

ARTICLE XX

(1) Les dispositions de la présente Convention ne pourront être interprétées de façon à restreindre en quelque manière que ce soit, toute exemption, déduction, crédit ou autre réduction

States in the determination of the tax imposed by such State.

(2) Should any difficulty or doubt arise as to the interpretation or application of the present Convention, the competent authorities of the Contracting States shall settle the question by mutual agreement.

(3) Citizens or corporations or other juridical persons of one of the Contracting States within the other Contracting State shall not be subjected, as regards the taxes referred to in the present Convention, to the payment of higher taxes than are imposed upon the citizens or corporations or other juridical persons of such other Contracting State.

ARTICLE XXI

The competent authorities of the two Contracting States may (in the case of the United States, with the approval of the Secretary of the Treasury, and in the case of Belgium, with the approval of the Minister of Finance) prescribe regulations necessary to carry out the provisions of the present Convention. With respect to the provisions of the present Convention relating to exchange of information and mutual assistance in the collection of taxes, such authorities may, by common agreement, prescribe rules concerning matters of procedure, forms of application and replies thereto, conversion of currency, disposi-

accordée par les lois de l'un des Etats Contractants pour la détermination de l'impôt de cet Etat.

(2) S'il surgissait une difficulté ou un doute quelconque quant à l'interprétation ou à l'application de la présente Convention, les autorités compétentes des Etats Contractants règleront la question par accord mutuel.

(3) Les ressortissants (citizens), sociétés ou autres personnes morales de l'un des Etats Contractants, qui sont établis sur le territoire de l'autre Etat Contractant, n'y seront pas soumis, en ce qui concerne les impôts visés par la présente Convention, au paiement d'impôts plus élevés que ceux imposés aux ressortissants, sociétés ou autres personnes morales de cet autre Etat Contractant.

ARTICLE XXI

Les autorités compétentes des deux Etats Contractants (avec l'approbation du Secrétaire du Trésor, en ce qui concerne les Etats-Unis et avec l'approbation du Ministre des Finances, en ce qui concerne la Belgique) pourront arrêter les règlements nécessaires à l'exécution des dispositions de la présente Convention. En ce qui concerne les dispositions de cette Convention relatives à l'échange de renseignements et à l'assistance mutuelle pour le recouvrement des impôts, lesdites autorités pourront, de commun accord, régler les questions relatives à la procédure, à la forme des demandes et des réponses à ces demandes, à la conversion

tion of amounts collected, minimum amounts subject to collection, and related matters.

ARTICLE XXII

(1) Either of the Contracting States may, at the time of exchange of instruments of ratification or thereafter while the present Convention continues in force, by a written notification of extension given to the other Contracting State through diplomatic channels, declare its desire that the operation of the present Convention, either in whole or as to such provisions thereof as may be deemed to have special application, shall extend to any of its colonies or overseas territories which imposes taxes substantially similar in character to those which are the subject of the present Convention.

(2) In the event that a notification is given by one of the Contracting States in accordance with paragraph (1) of this Article, the present Convention, or such provisions thereof as may be specified in the notification, shall apply to any territory named in such notification on and after the first day of January following the date of a written communication through diplomatic channels addressed to such Contracting State by the other Contracting State, after such action by the latter State as may be necessary in accordance with its own procedures, stating that such notification is accepted in

des monnaies, à l'affectation des sommes recouvrées, à la détermination du montant minimum des sommes recouvrables et autres questions connexes.

ARTICLE XXII

(1) Chacun des Etats Contractants peut, au moment de l'échange des instruments de ratification ou ultérieurement, aussi longtemps que la présente Convention restera en vigueur, par une notification écrite d'extension faite par la voie diplomatique à l'autre Etat Contractant, exprimer son désir que l'application de la présente Convention soit, pour toutes ou pour certaines de ses dispositions jugées spécialement applicables, étendue à l'une de ses Colonies ou à l'un de ses Territoires d'outre-mer qui prélève des impôts d'un caractère analogue en substance à ceux qui font l'objet de la présente Convention.

(2) Dans l'éventualité où une notification est faite par un des Etats Contractants, conformément au paragraphe (1) du présent article, la présente Convention ou celles de ses dispositions qui seraient spécifiées dans la notification, s'appliqueront à tout Territoire désigné dans cette notification, à partir du 1er janvier suivant la date de la communication écrite établissant que cette notification est acceptée en ce qui concerne le Territoire susvisé, communication qui sera adressée par la voie diplomatique audit Etat Contractant par l'autre Etat Contractant, après que ce dernier Etat aura pris toute

respect of such territory. In the absence of such acceptance, none of the provisions of the present Convention shall apply to such territory.

(3) At any time after the expiration of one year from the effective date of an extension made by virtue of paragraphs (1) and (2) of this Article, either of the Contracting States may, by a written notice of termination given to the other Contracting State through diplomatic channels, terminate the application of the present Convention to any territory to which the Convention, or any of its provisions, has been extended. In that case, the present Convention, or the provisions thereof specified in the notice of termination, shall cease to be applicable to any of the territories named in such notice of termination on and after the first day of January following the expiration of a period of six months after the date of such notice; provided, however, that this shall not affect the continued application of the Convention, or any of the provisions thereof, to the United States, to Belgium, or to any territory (not named in the notice of termination) to which the Convention, or such provision thereof, applies.

(4) For the application of the present Convention to any territory to which it is extended by the United States or by Belgium, references to "the United States" or to "Belgium" or to one or the other Contracting State, as the

mesure qui serait nécessaire suivant sa propre législation. A défaut d'une telle acceptation, aucune des dispositions de la présente Convention ne s'appliquera audit Territoire.

(3) A tout moment après l'expiration d'une période d'un an à partir de la date effective d'une extension faite en vertu des paragraphes (1) et (2) du présent article, chacun des Etats Contractants peut, par un avis écrit de résiliation donné à l'autre Etat Contractant par la voie diplomatique, mettre fin à l'application de la présente Convention à tout Territoire auquel la Convention ou certaines de ses dispositions, ont été étendues. Dans ce cas, la présente Convention, ou celles de ses dispositions spécifiées dans l'avis de résiliation, cesseront d'être applicables à tout Territoire désigné dans cet avis de résiliation, à partir du 1er janvier qui suit l'expiration d'une période de six mois après la date dudit avis; toutefois, cela n'affectera pas la continuation de l'application de la Convention ou de certaines de ses dispositions, aux Etats-Unis, à la Belgique, ou à tout Territoire, (non désigné dans l'avis de résiliation) auquel s'applique la Convention ou telle de ses dispositions.

(4) Pour l'application de la présente Convention à tout territoire auquel elle est étendue par les Etats-Unis ou par la Belgique, les références aux "Etats-Unis" ou à la "Belgique" ou à l'un ou l'autre Etat Contractant, suivant

case may be, shall be construed to refer to such territory.

(5) For the purposes of the present Convention, the Belgian Congo shall be considered to be a Belgian territory to which the provisions of this Article shall apply.

ARTICLE XXIII

(1) The present Convention shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

(2) The present Convention shall become effective on the first day of January of the year in which the exchange of instruments of ratification takes place. It shall continue effective for a period of five years beginning with that date and indefinitely after that period, but may be terminated by either of the Contracting States at the end of the five-year period or at any time thereafter, provided that at least six months' prior notice of termination has been given, the termination to become effective on the first day of January following the expiration of the six-month period.

DONE in duplicate, in the English and French languages, the two texts having equal authenticity, at Washington this twenty-eighth day of October, 1948.

le cas, seront considérées comme visant ce Territoire.

(5) Aux fins de la présente Convention, le Congo Belge sera considéré comme un Territoire belge auquel pourront s'appliquer les dispositions du présent article.

ARTICLE XXIII

(1) La présente Convention sera ratifiée et les instruments de ratification seront échangés à Washington le plus tôt possible.

(2) La présente Convention sera mise en vigueur le 1er janvier de l'année au cours de laquelle les instruments de ratification seront échangés. Elle restera en vigueur pendant une période de cinq ans à partir de cette date, et indéfiniment après cette période, mais pourra être dénoncée par l'un ou l'autre des Etats Contractants à la fin de la période de cinq ans, ou en tout temps après cette date; toutefois un préavis de dénonciation d'une durée d'au moins six mois devra être donné, la dénonciation ne produisant ses effets que le 1er janvier de l'année qui suivra l'expiration de cette période de six mois.

FAIT en double exemplaire, en langues anglaise et française les deux textes faisant également foi, à Washington le vingt-huit octobre, 1948.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

ROBERT A LOVETT [SEAL]

FOR THE GOVERNMENT OF BELGIUM:
POUR LE GOUVERNEMENT BELGE:

SILVERCRUYS [SEAL]

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND BELGIUM MODIFYING AND SUPPLEMENTING THE CONVENTION OF OCTOBER 28, 1948, 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 Belgium, being desirous of modifying and supplementing in certain respects the Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, signed at Washington on October 28, 1948, have decided to conclude a supplementary Convention for that purpose and have appointed as their respective Plenipotentiaries:

The Government of the United States of America:

Dean Acheson, Secretary of State of the United States of America, and

The Government of Belgium:

Baron Silvercruys, Ambassador Extraordinary and Plenipotentiary of Belgium at Washington,

CONVENTION ENTRE LES ETATS-UNIS D'AMERIQUE ET LA BELGIQUE MODIFIANT ET COMPLETANT LA CONVENTION DU 28 OCTOBRE 1948, POUR EVITER LA DOUBLE IMPOSITION ET EMPECHER L'EVASION FISCALE EN MATIERE D'IMPOTS SUR LE REVENU

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement belge, désireux de modifier et de compléter sur certains points la Convention pour éviter la double imposition et empêcher l'évasion fiscale en matière d'impôts sur le revenu, signée à Washington, le 28 octobre 1948, ont décidé de conclure dans ce but une Convention complémentaire et ont désigné pour leurs plénipotentiaires respectifs:

Le Gouvernement des Etats-Unis d'Amérique:

Dean Acheson, Secrétaire d'Etat des Etats-Unis d'Amérique, et

Le Gouvernement belge:

Baron Silvercruys, Ambassadeur Extraordinaire et Plénipotentiaire de Belgique à Washington,

who, having communicated to one another their respective full powers, found in good and due form, have agreed as follows:

ARTICLE I

The provisions of the Convention between the United States and Belgium, signed at Washington on October 28, 1948, are hereby modified and supplemented as follows:

(a) By adding at the end of Article IV the following new paragraph:

(4) In the determination of the net industrial and commercial profits allocable to the permanent establishment there shall be allowed as deductions all expenses, wherever incurred, insofar as they are reasonably allocable to the permanent establishment, including executive and general administrative expenses so allocable.

(b) By striking out Article VIII and inserting in lieu thereof the following:

ARTICLE VIII

(1) The rate of United States tax on dividends derived from sources within the United States by a resident or corporation or other entity of Belgium not having a permanent establishment within the United States shall not exceed 15 percent.

(2) Belgium shall not impose on dividends derived from

lesquels, après s'être communiqué leurs pleins pouvoirs, reconnus en bonne et due forme, sont convenus de ce que suit:

ARTICLE I

Les dispositions de la Convention entre les Etats-Unis et la Belgique, signée à Washington le 28 octobre 1948, sont par la présente modifiées et complétées comme suit:

(a) Le nouveau paragraphe ci-après est ajouté à l'article IV:

(4) Pour déterminer le bénéfice net industriel et commercial qui doit être attribué à l'établissement stable, on admettra en déduction, quel que soit le lieu où elles ont été faites, toutes les dépenses, y compris les dépenses de gestion et d'administration générale, dans la mesure où elles peuvent raisonablement être imputées à cet établissement stable.

(b) L'article VIII est supprimé et remplacé par la disposition suivante:

ARTICLE VIII

(1) Le taux de l'impôt des Etats-Unis sur les dividendes provenant de sources situées aux Etats-Unis et attribués à un habitant, une société ou une autre personne morale de la Belgique, qui n'a pas d'établissement stable aux Etats-Unis, ne pourra excéder 15 pour cent.

(2) La Belgique n'appliquera pas aux dividendes provenant

sources within Belgium by a resident or corporation or other entity of the United States not having a permanent establishment within Belgium any tax in the nature of a personal complementary tax or surtax thereon, or any tax similar to that withheld at the source on dividends under United States law in the case of nonresident aliens and foreign corporations.

de sources situées en Belgique et attribués à un résident, une société ou autre personne morale des Etats-Unis, qui n'a pas d'établissement stable en Belgique, une taxe quelconque ayant le caractère d'un impôt complémentaire personnel ou d'additionnels à cet impôt ou une taxe quelconque d'un caractère analogue à celle qui est retenue à la source sur les dividendes en vertu de la loi des Etats-Unis en ce qui concerne les étrangers non résidents et les sociétés étrangères.

(c) By inserting immediately after Article VIII the following new Article:

(c) Le nouvel article suivant est inséré immédiatement après l'article VIII:

ARTICLE VIIIA

The rate of tax imposed by each of the Contracting States upon interest (on bonds, notes, debentures, or on any other form of indebtedness) derived from sources within such State by a resident or corporation or other entity of the other State not having a permanent establishment within the former State shall not exceed 15 percent.

ARTICLE VIIIA

Le taux de l'impôt appliqué par chacun des Etats contractants sur les intérêts (d'obligations, d'effets de commerce, ou de tous autres titres de créance) provenant de sources situées dans cet Etat et attribués à un résident (habitant), une société ou autre personne morale de l'autre Etat, qui n'a pas d'établissement stable dans le premier Etat, n'excédera pas 15 pour cent.

(d) By striking from Article XII (3)(a) "one-fourth" and inserting in lieu thereof "one-fifth".

(d) L'expression "au quart" figurant à l'Article XII (3) (a) est supprimée et remplacée par "au cinquième".

(e) By striking out Article XVII and inserting in lieu thereof the following Article:

(e) L'article XVII est supprimé et remplacé par l'article suivant:

ARTICLE XVII

Each of the Contracting States shall collect taxes, which are the subject of this Convention, imposed by the other Contracting State (as though such tax were a tax imposed by the former State) as will ensure that the exemption, or reduced rate of tax, as the case may be, granted under the present Convention by such other State shall not be enjoyed by persons not entitled to such benefits.

(f) By striking from paragraph (1) of Article XXIII the word "Washington" and inserting in lieu thereof "Brussels".

(g) By striking out paragraph (2) of Article XXIII and inserting in lieu thereof the following:

(2) The present Convention shall become effective with respect to income derived in taxable years beginning on or after the first day of January of the calendar year in which the exchange of the instruments of ratification takes place, except that if such exchange takes place after the thirtieth day of September of such calendar year, Articles VIII and VIIIA and Article IX (2) shall become effective only with respect to payments made after the thirty-first day of December of such calendar year. It shall con-

ARTICLE XVII

Chacun des Etats Contractants recouvrera, comme s'il s'agissait de son propre impôt, tout impôt visé à la présente Convention, qui est établi par l'autre Etat Contractant et dont la perception sera nécessaire pour que le bénéfice de l'exemption ou de la réduction du taux de cet impôt accordée, suivant le cas, par cet autre Etat, en vertu de la présente Convention, ne soit pas obtenu par des personnes qui n'y ont pas droit.

(f) Le mot "Washington" figurant au paragraphe (1) de l'article XXIII est supprimé et remplacé par "Bruxelles".

(g) Le paragraphe (2) de l'article XXIII est supprimé et remplacé par la disposition suivante:

(2) La présente Convention s'appliquera aux revenus obtenus pendant toute période imposable annuelle commençant à partir du premier janvier de l'année civile au cours de laquelle les instruments de ratification seront échangés; toutefois, si cet échange a lieu après le 30 septembre d'une telle année civile, les articles VIII et VIIIA et l'article IX (2) ne s'appliqueront qu'aux paiements effectués après le 31 décembre de la dite année civile. Elle restera en vigueur pendant une période de cinq ans à partir du

tinue effective for a period of five years beginning with the first day of January of the calendar year in which such exchange takes place and indefinitely after that period, but may be terminated by either of the Contracting States at the end of the five-year period or at any time thereafter, provided that at least six months' prior notice of termination has been given, the termination to become effective on the first day of January following the expiration of the six-month period.

ARTICLE II

(1) The present supplementary Convention shall be ratified and the instruments of ratification shall be exchanged at Brussels as soon as possible.

(2) This supplementary Convention shall be regarded as an integral part of the Convention of October 28, 1948, and shall become effective and continue effective in accordance with Article XXIII of that Convention as amended by Article I (g) of this supplementary Convention and, in the event of termination of such Convention, shall terminate simultaneously with such Convention.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being authorized thereto by their respective Governments, have signed this supplementary Convention and have affixed thereto their seals.

DONE in duplicate, in the English and French languages, the two

premier janvier de l'année civile au cours de laquelle les instruments de ratification seront échangés et indéfiniment après cette période, mais elle pourra être dénoncée par l'un ou l'autre des Etats contractants à la fin de la période de cinq ans ou en tout temps après cette date; toutefois un préavis de dénonciation de six mois au moins devra être donné, la dénonciation ne produisant ses effets que le premier janvier de l'année qui suivra l'expiration de cette période de six mois.

ARTICLE II

(1) La présente Convention complémentaire sera ratifiée et les instruments de ratification seront échangés aussitôt que possible à Bruxelles.

(2) La présente Convention complémentaire sera considérée comme formant partie intégrante de la Convention du 28 octobre 1948; elle entrera et restera en vigueur conformément aux dispositions de l'article XXIII de cette Convention, amendé par l'article I (g) de la présente et en cas de dénonciation de cette Convention, elle cessera ses effets en même temps que celle-ci.

EN FOI DE QUOI les plénipotentiaires soussignés, à ce autorisés par leurs Gouvernements respectifs, ont signé la présente Convention complémentaire et y ont apposé leurs sceaux.

FAIT en double exemplaire, en langues anglaise et française, les

texts being equally authentic, at Washington this ninth day of September, 1952.

deux textes faisant également foi, à Washington le neuf septembre 1952.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

DEAN ACHESON [SEAL]

FOR THE GOVERNMENT OF BELGIUM:
POUR LE GOUVERNEMENT BELGE:

SILVERCRUYS [SEAL]

AND WHEREAS the Senate of the United States of America by their resolution of July 9, 1953, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the two conventions aforesaid;

AND WHEREAS the two conventions aforesaid were duly ratified by the President of the United States of America on July 23, 1953, in pursuance of the aforesaid advice and consent of the Senate, and the two conventions aforesaid were duly ratified on the part of Belgium;

AND WHEREAS the respective instruments of ratification of the two conventions aforesaid were duly exchanged at Brussels on September 9, 1953, and a protocol of exchange was signed at that place and on that date by the respective Plenipotentiaries of the United States of America and Belgium;

AND WHEREAS it is provided in Article XXIII of the aforesaid convention of October 28, 1948, as amended by Article I (g) of the aforesaid convention of September 9, 1952, that the convention shall become effective with respect to income derived in taxable years beginning on or after the first day of January of the calendar year in which the exchange of the instruments of ratification takes place, provided such exchange takes place on or before the thirtieth day of September of such calendar year;

AND WHEREAS it is provided in Article II of the aforesaid convention of September 9, 1952, that the supplementary convention shall be regarded as an integral part of the convention of October 28, 1948, and shall become effective and continue effective in accordance with Article XXIII of that convention as amended by Article I (g) of the supplementary convention;

NOW, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the aforesaid convention of October 28, 1948, and the aforesaid convention of September 9, 1952, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America, and by the citizens of the United States of America, and all other persons subject to the jurisdiction thereof, the said conventions being deemed to be effective with respect to income derived in taxable years beginning on or after January 1, 1953.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-third day of September in the year of our Lord one thousand nine hundred fifty-three and of the Independence of the United States of America the one hundred seventy-eighth.

[SEAL]

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

The Belgian Ambassador to the Acting Secretary of State

AMBASSADE DE BELGIQUE

No. 3029

WASHINGTON, *August 7th, 1952*

SIR:

I have the honor to refer to the convention between Belgium and the United States of America for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, which was signed at Washington on October 28, 1948.

It has been noted that there is an apparent divergence between the French and English texts of paragraph (1) of Article XV of the convention mentioned above. It is the understanding of the Belgian Government that the French text of the said paragraph is intended to have and shall have the same meaning and application as the English text thereof so that, in any case where the application of the said paragraph is in question, the English text shall be understood to govern.

I shall appreciate receiving an acknowledgement of the receipt of this note, indicating that the statements above are in accordance with the understanding of the United States Government.

Accept, Sir, the assurances of my highest consideration.

SILVERCRUYS

Honorable DAVID K. BRUCE
Acting Secretary of State,
Department of State,
Washington, DC.

The Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE
WASHINGTON
Sep 8 1952

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of August 7, 1952, in which, after reference to the convention between the United States of America and Belgium for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, which was signed at Washington on October 28, 1948, it is stated as follows:

> "It has been noted that there is an apparent divergence between the French and English texts of paragraph (1) of Article XV of the convention mentioned above. It is the understanding of the

Belgian Government that the French text of the said paragraph is intended to have and shall have the same meaning and application as the English text thereof so that, in any case where the application of the said paragraph is in question, the English text shall be understood to govern."

The statement quoted above is in accord with the understanding of the United States Government.

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

For the Secretary of State:
JACK B. TATE

His Excellency
Baron SILVERCRUYS,
Ambassador of Belgium.

TIAS 2834
June 26, 1953

MUTUAL DEFENSE ASSISTANCE

Agreement between the
UNITED STATES OF AMERICA
and the REPUBLIC
OF THE PHILIPPINES

- Effected by Exchange of Notes
  Signed at Manila June 26, 1953
- Entered into force July 5, 1953

The American Ambassador to the Philippine Acting Secretary of Foreign Affairs

AMERICAN EMBASSY
No. 1351 *Manila, June 26, 1953*

EXCELLENCY:

I have the honor to refer to Your Excellency's note of June 26, 1952[1] requesting an extension of the existing Military Assistance Agreement[2] for five years and to the conversations which have recently taken place between our two Governments concerning the furnishing of military assistance by my Government to the Government of the Republic of the Philippines; the desire of our two Governments to foster international peace and security within the framework of the Charter of the United Nations[3] through measures which will further the ability of nations dedicated to the purposes and principles of the Charter to develop effective measures for self-defense in support of those purposes and principles, and without prejudice to continued exertion of maximum efforts to obtain agreements to provide the United Nations with armed forces as provided by its Charter, and to obtain agreement among member nations upon universal regulation and reduction of armaments under adequate and dependable guarantee against violation or evasion; the recognition by our two Governments that measures to eliminate insecurity caused by fear of aggression will enhance the progress of economic development; and to confirm the understandings reached as a result of these conversations, as follows:

(1) The Government of the United States will continue to make available to the Government of the Republic of the Philippines equipment, materials, services, or other assistance in accordance with such terms and conditions as may be agreed. The provision of such assistance shall be consistent with the Charter of the United Nations. Such assistance will be furnished under the provisions, and subject to all the terms and conditions contained in the Mutual Defense Assistance Act of 1949[4] and the Mutual Security Act of 1951,[5] acts amenda-

[1] Not printed.
[2] Treaties and Other International Acts Series 1662; 61 Stat., pt. 3, p. 3283.
[3] Treaty Series 993; 59 Stat. 1031.
[4] 63 Stat. 714; 22 U. S. C. §§ 1571–1604.
[5] 65 Stat. 373; 22 U. S. C. § 1651 *et seq.*

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tory and supplementary thereto and appropriation acts thereunder. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

(2) The Government of the Republic of the Philippines undertakes to make effective use of military assistance furnished to it under this Agreement or under the Military Assistance Agreement between our Governments signed March 21, 1947, as subsequently amended and supplemented,[1] for the purpose for which such assistance was furnished, and will not, without prior consent of the Government of the United States, devote assistance so furnished to purposes other than those for which it has been or will be furnished.

(3) The two Governments will establish procedures under which equipment and materials furnished by the Government of the United States under this agreement or under the Military Assistance Agreement between our Governments signed March 21, 1947, as subsequently amended and supplemented, other than equipment or materials furnished under terms requiring reimbursement, and no longer required for the purpose for which originally made available, will be offered for return to the Government of the United States for appropriate disposition, without cost to the United States Government, delivery to be at a place within the territory of the Republic of the Philippines designated by the United States Government.

(4) The Government of the Republic of the Philippines will not transfer to any person not an officer or agent of that Government, or to any other nation, title to or possession of any equipment, materials, information, or services received under this Agreement or under the Military Assistance Agreement between our Governments signed March 21, 1947, as subsequently amended and supplemented, without the prior consent of the Government of the United States of America.

5. Each Government will take such security measures as may be agreed in each case between the two Governments in order to prevent the disclosure or compromise of classified military articles, services, or information furnished pursuant to this Agreement.

6. The Government of the Republic of the Philippines will, except as otherwise agreed to, grant duty-free treatment upon importation or exportation and exemption from any internal or exchange taxes to products, property, materials or equipment imported into its territory pursuant to this Agreement. The Government of the Philippines will, in accordance with mutually satisfactory procedures, accord relief from all Philippine taxes and duties on any United States expenditures in the Philippines for the common defense, including any foreign aid program of the United States.

[1] Treaties and Other International Acts Series 1954; 62 Stat., pt. 3, p. 3870; and TIAS 2080; 1 UST 448.

7. The Government of the Republic of the Philippines will receive and the Government of the United States will furnish United States military personnel to assist and advise the Government of the Republic of the Philippines on Army, Navy, and Air Force matters, and to discharge the responsibilities of the Government of the United States under this Agreement. Such personnel, including personnel temporarily assigned, will operate as part of the Embassy of the United States, under the direction and control of the Chief of the Diplomatic Mission, and will be accorded the privileges and immunities applicable to accredited Embassy personnel of equivalent rank. Such personnel shall be accorded facilities to observe the utilization of assistance furnished pursuant to this Agreement. The Government of the Republic of the Philippines shall grant, upon request of the Chief of the Diplomatic Mission of the United States, exemption from customs duties on articles imported for the personal use of such personnel and of members of their families.

8(a). Subject to the provision of the necessary appropriations, the Government of the Republic of the Philippines will make available to the Government of the United States pesos for the use of the latter Government for its administrative and operating expenditures in connection with the carrying out of this Agreement. The two Governments will forthwith initiate discussions with a view to determining the amount of such pesos and will agree upon arrangements for the payment of such pesos.

(b) The Government of the Republic of the Philippines shall provide and defray the cost of suitable living quarters for the personnel provided for in paragraph 7, and their families, and suitable buildings and office space for use in the conduct of official business by such personnel. All living and office quarters ahall conform to the standards prescribed by the United States military services for similar quarters. The cost of all services required by such personnel, including compensation of locally employed interpreters, clerks, laborers and other personnel, except personal servants, shall be borne by the Government of the Republic of the Philippines.

9. In fulfillment of the principles of mutual aid to which both Governments subscribe, the Government of the Republic of the Philippines will facilitate the production, transport, export and transfer to the Government of the United States for such period of time, in such quantities and upon such terms and conditions as may be agreed upon, of raw and semiprocessed materials required by the United States as a result of raw material deficiencies in its own resources, and which may be available in the Republic of the Philippines. Arrangements for such transfers shall give due regard to reasonable requirements for domestic use and commercial export of the Republic of the Philippines.

10. The two Governments will, upon request of either of them, nego-

tiate appropriate arrangements between them providing for the methods and terms of the exchange of patent rights and technical information for defense which will expedite such exchange and at the same time protect private interests and maintain necessary security safeguards.

11. The two Governments will establish procedures whereby the Government of the Philippines will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken by the Government of the United States so that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government, when in the opinion of the Government of the United States any such legal process would interfere with the attainment of the objectives of said program of assistance.

12. The Government of the Philippines hereby confirms that it has agreed to:

1. join in promoting international understanding and good will, and maintaining world peace;

2. take such action as may be mutually agreed upon to eliminate causes of international tension;

3. fulfill the military obligations which it has assumed under multilateral or bilateral agreements or treaties to which the United States is a party;

4. make, consistent with its political and economic stability, the full contribution permitted by its manpower, resources, facilities, and general economic condition to the development and maintenance of its own defensive strength and the defensive strength of the free world;

5. take all reasonable measures which may be needed to develop its defense capacities; and

6. take appropriate steps to insure the effective utilization of the economic and military assistance provided by the United States.

13. The Republic of the Philippines will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

14. So long as this Agreement remains in force, the Government of the Republic of the Philippines shall not engage or accept the services of any personnel of any Government other than the United States of America for duties of any nature connected with the Philippine armed forces, except by mutual agreement between the Government of the United States and the Government of the Republic of the Philippines.

15. Military equipment, supplies and naval vessels necessary in connection with the carrying out of the full program of military assistance to the Republic of the Philippines shall be provided from United

States and Philippine sources in so far as practicable. The Government of the Republic of the Philippines shall procure arms, ammunition, military equipment and naval vessels from governments or agencies other than the United States of America only on the basis of mutual agreement between the Government of the United States of America and the Government of the Republic of the Philippines. The Government of the Republic of the Philippines shall procure United States military equipment, supplies and naval vessels only as mutually agreed upon.

16. This note and the reply of the Government of the Republic of the Philippines shall be registered with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

I have the honor to propose that, if these undertakings are acceptable to your Government, this note and your Excellency's reply constitute an Agreement between our two Governments effective July 5, 1953, to remain in force until one year after the receipt by either Government of notification in writing of the intention of the other Government to terminate it, such notification to follow consultation between both parties as to the accomplishment of the purposes which motivated the two Governments in achieving the Agreement, except that the provisions of paragraph 2, 3, and 4, and arrangements entered into under paragraphs 5 and 10 shall remain in force unless otherwise mutually agreed.

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

R. A. SPRUANCE

The Honorable
FELINO NERI,
Acting Secretary of Foreign Affairs,
Republic of the Philippines.

The Philippine Acting Secretary of Foreign Affairs to the American Ambassador

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

MANILA, *June 26, 1953*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note No. 1351 of June 26, 1953, reading as follows:

"I have the honor to refer to Your Excellency's note of June 26, 1952 requesting an extension of the existing Military Assistance

Agreement for five years and to the conversations which have recently taken place between our two Governments concerning the furnishing of military assistance by my Government to the Government of the Republic of the Philippines; the desire of our two Governments to foster international peace and security within the framework of the Charter of the United Nations through measures which will further the ability of nations dedicated to the purposes and principles of the Charter to develop effective measures for self-defense in support of those purposes and principles, and without prejudice to continued exertion of maximum efforts to obtain agreements to provide the United Nations with armed forces as provided by its Charter, and to obtain agreement among member nations upon universal regulation and reduction of armaments under adequate and dependable guarantee against violation or evasion; the recognition by our two Governments that measures to eliminate insecurity caused by fear of aggression will enhance the progress of economic development; and to confirm the understandings reached as a result of these conversations, as follows:

"(1) The Government of the United States will continue to make available to the Government of the Republic of the Philippines equipment, materials, services, or other assistance in accordance with such terms and conditions as may be agreed. The provision of such assistance shall be consistent with the Charter of the United Nations. Such assistance will be furnished under the provisions, and subject to all the terms and conditions contained in the Mutual Defense Assistance Act of 1949 and the Mutual Security Act of 1951, acts amendatory and supplementary thereto and appropriation acts thereunder. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

"(2) The Government of the Republic of the Philippines undertakes to make effective use of military assistance furnished to it under this Agreement or under the Military Assistance Agreement between our Governments signed March 21, 1947, as subsequently amended and supplemented, for the purpose for which such assistance was furnished, and will not, without prior consent of the Government of the United States, devote assistance so furnished to purposes other than those for which it has been or will be furnished.

"(3) The two Governments will establish procedures under which equipment and materials furnished by the Government of the United States under this Agreement or under the Military Assistance Agreement between our two Governments signed March 21, 1947, as subsequently amended and supplemented, other than equipment or materials furnished under terms requiring reimbursement, and no longer required for the purpose for which originally made avail-

able, will be offered for return to the Government of the United States for appropriate disposition, without cost to the United States Government, delivery to be at a place within the territory of the Republic of the Philippines designated by the United States Government.

"(4) The Government of the Republic of the Philippines will not transfer to any person not an officer or agent of that Government, or to any other nation, title to or possession of any equipment, materials, information, or services received under this Agreement or under the Military Assistance Agreement between our Governments signed March 21, 1947, as subsequently amended and supplemented, without the prior consent of the Government of the United States of America.

"5. Each Government will take such security measures as may be agreed in each case between the two Governments in order to prevent the disclosure or compromise of classified military articles, services, or information furnished pursuant to this Agreement.

"6. The Government of the Republic of the Philippines will, except as otherwise agreed to, grant duty-free treatment upon importation or exportation and exemption from any internal or exchange taxes to products, property, materials or equipment imported into its territory pursuant to this Agreement. The Government of the Republic of the Philippines will, in accordance with mutually satisfactory procedures, accord relief from all Philippine taxes and duties on any United States expenditures in the Philippines for the common defense, including any foreign aid program of the United States.

"7. The Government of the Republic of the Philippines will receive and the Government of the United States will furnish United States military personnel to assist and advise the Government of the Republic of the Philippines on Army, Navy, and Air Force matters, and to discharge the responsibilities of the Government of the United States under this Agreement. Such personnel, including personnel temporarily assigned, will operate as part of the Embassy of the United States, under the direction and control of the Chief of the Diplomatic Mission, and will be accorded the privileges and immunities applicable to accredited Embassy personnel of equivalent rank. Such personnel shall be accorded facilities to observe the utilization of assistance furnished pursuant to this Agreement. The Government of the Republic of the Philippines shall grant, upon request of the Chief of the Diplomatic Mission of the United States, exemption from customs duties on articles imported for the personal use of such personnel and of members of their families.

"8 (a). Subject to the provision of the necessary appropriations, the Government of the Republic of the Philippines will make avail-

able to the Government of the United States pesos for the use of the latter Government for its administrative and operating expenditures in connection with the carrying out of this Agreement. The two Governments will forthwith initiate discussions with a view to determining the amount of such pesos and will agree upon arrangements for the payment of such pesos.

(b) The Government of the Republic of the Philippines shall provide and defray the cost of suitable living quarters for the personnel provided for in paragraph 7, and their families, and suitable buildings and office space for use in the conduct of official business by such personnel. All living and office quarters shall conform to to the standards prescribed by the United States military services for similar quarters. The cost of all services required by such personnel, including compensation of locally employed interpreters, clerks, laborers and other personnel, except personal servants, shall be borne by the Government of the Republic of the Philippines.

"9. In fulfillment of the principle of mutual aid to which both Governments subscribe, the Government of the Republic of the Philippines will facilitate the production, transport, export and transfer to the Government of the United States for such period of time, in such quantities and upon such terms and conditions as may be agreed upon, of raw and semiprocessed materials required by the United States as a result of raw material deficiencies in its own resources, and which may be available in the Republic of the Philippines. Arrangements for such transfers shall give due regard to reasonable requirements for domestic use and commercial export of the Republic of the Philippines.

"10. The two Governments will, upon request of either of them, negotiate appropriate arrangements between them providing for the methods and terms of the exchange of patent rights and technical information for defense which will expedite such exchange and at the same time protect private interests and maintain necessary security safeguards.

"11. The two Governments will establish procedures whereby the Government of the Philippines will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken by the Government of the United States so that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government, when in the opinion of the Government of the United States any such legal process would interfere with the attainment of the objectives of said program of assistance.

"12. The Government of the Philippines hereby confirms that it has agreed to:

1. join in promoting international understanding and goodwill, and maintaining world peace;

2. take such action as may be mutually agreed upon to eliminate causes of international tension;

3. fulfill the military obligations which it has assumed under multilateral or bilateral agreements or treaties to which the United States is a party;

4. make, consistent with its political and economic stability, the full contribution permitted by its manpower, resources, facilities, and general economic condition to the development and maintenance of its own defensive strength and the defensive strength of the free world;

5. take all reasonable measures which may be needed to develop its defense capacities; and

6. take appropriate steps to insure the effective utilization of the economic and military assistance provided by the United States.

"13. The Republic of the Philippines will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

"14. So long as this Agreement remains in force, the Government of the Republic of the Philippines shall not engage or accept the services of any personnel of any Government other than the United States of America for duties of any nature connected with the Philippine armed forces, except by mutual agreement between the Government of the United States and the Government of the Republic of the Philippines.

"15. Military equipment, supplies and naval vessels necessary in connection with the carrying out of the full program of military assistance to the Republic of the Philippines shall be provided from United States and Philippine sources in so far as practicable. The Government of the Republic of the Philippines shall procure arms, ammunition, military equipment and naval vessels from governments of agencies other than the United States of America only on the basis of mutual agreement between the Government of the United States of America and the Government of the Republic of the Philippines. The Government of the Republic of the Philippines shall procure United States military equipment, supplies and naval vessels only as mutually agreed upon.

"16. This note and the reply of the Government of the Republic of the Philippines shall be registered with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

"I have the honor to propose that, if these undertakings are acceptable to your Government, this note and Your Excellency's reply constitute an Agreement between our two Governments effective July 5, 1953, to remain in force until one year after the receipt by either Government of notification in writing of the intention of the other Government to terminate it, such notification to follow consultation between both parties as to the accomplishment of the purposes which motivated the two Governments in achieving the Agreement, except that the provisions of paragraphs 2, 3 and 4, and arrangements entered into under paragraphs 5 and 10 shall remain in force unless otherwise mutually agreed.

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

I am pleased to inform Your Excellency that the undertakings contained in the above-quoted note are acceptable to my Government, and that Your Excellency's note and this reply thereto constitute an Agreement between our two Governments effective July 5, 1953.

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

FELINO NERI

Felino Neri
Acting Secretary

His Excellency
RAYMOND A. SPRUANCE
American Ambassador
Manila

MILITARY BASES IN THE PHILIPPINES

TIAS 2835
May 29 and
June 17, 1953

Agreement between the UNITED STATES OF AMERICA and the REPUBLIC OF THE PHILIPPINES

Implementing Agreement of March 14, 1947, as Supplemented

- Effected by Exchange of Notes Signed at Manila May 29 and June 17, 1953
- Entered into force June 17, 1953

The Philippine Acting Secretary of Foreign Affairs to the American Ambassador

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

MANILA, *May 20, 1953*

EXCELLENCY:

I have the honor to refer to the exchange of notes between the Embassy and this Department on December 29, 1952 [1] which constituted an agreement between our two Governments for the implementation of Article V of the Military Bases Agreement [2] and to Your Excellency's more recent note on the subject (No. 1155) [3] concerning the difficulty which continue to be experienced by authorized contractors and importers of the United States Government in placing their orders for imported materials urgently required in construction projects being undertaken in the military bases.

As was pointed out by the representative of this Department during the last conference held in this matter with the representatives of the Embassy, the 13th Air Force and the United States Navy the delay in the speedy placement of these import orders has quite unexpectedly arisen from the inability of the Exchange Control Department of the Central Bank, in the absence of specific authorization from the Monetary Board, to make the necessary dollar exchange available for this purpose. After due consultations between this Department and the Central Bank the requisite authorization was finally granted by the Monetary Board on April 30, 1953. However, the Board has laid down the following procedure by which authorized contractors and/or importers of United States military agencies may be provided with their foreign exchange requirements:

A. Contractors desiring to import supplies and materials destined for use in U. S. military bases which are exempt from import licensing formalities and fee shall apply directly with the Exchange Control Department of the Central Bank for foreign exchange to pay for imports on E. C. Form No. 102. The application shall be accompanied by the following:

[1] Treaties and Other International Acts Series 2739; 3 UST, pt. 4, p. 5334.
[2] TIAS 1775; 61 Stat., pt. 4, p. 4019.
[3] Not printed.

1. A certificate by the contracting officer of the U. S. military agency concerned containing the following information:
   a) That the applicant importer has been awarded a contract for the construction of a U. S. military project to be specified or for supplying commissary supplies and the amount involved;
   b) Bill of supplies, materials and equipment necessary for the contract which will be imported;
   c) The source of such supplies, materials and equipment;
   d) The local bank with which a letter of credit will be opened; and
   e) Approximate date of arrival of the importation.
2. Evidence of firm offer of the supplier showing unit price and total C & F or CIF value.

B. These applications will be processed by the Exchange Control Department of the Central Bank and if found in order an exchange license will be issued authorizing the contractor to open an L/C with his bank.

In his letter to this Department serving notice of the procedure above-outlined, the Governor of the Central Bank has stated in part that he has instructed the Exchange Control Department under him to give priority to applications covering all imports destined for United States military agencies in order to avoid unnecessary delay in their procurement.

I would appreciate the early concurrence of Your Excellency's Government to the above-outlined procedure, which together with this note shall be construed by my Government as a supplementary agreement to the notes on the same subject exchanged between our respective Governments on December 29, 1952.

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

FELINO NERI

Felino Neri
Acting Secretary

His Excellency
R. A. SPRUANCE
Ambassador of the United States of America
Manila

The American Ambassador to the Philippine Acting Secretary of Foreign Affairs

AMERICAN EMBASSY
Manila, June 17, 1953

No. 1313

EXCELLENCY:

I have the honor to refer to Your Excellency's note of May 29, 1953 which contained additional proposals for the implementation of Articles V and XVIII of the Military Bases Agreement, with particular reference to the procedures of the Philippine Central Bank.

I have discussed these proposals with the American military base commanders, and am pleased to inform Your Excellency that they conform to our understanding of the staff level oral discussions on this subject.

This note, therefore, is the formal assurance of my Government that the conditions specified in Your Excellency's note under acknowledgment are acceptable and will be complied with by the United States military authorities concerned. This note together with Your Excellency's note of May 29, 1953 shall constitute an agreement between our two Governments supplementary to that contained in the exchange of notes on the same subject of December 29, 1952.

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

R. A. SPRUANCE

R. A. Spruance

The Honorable
FELINO NERI,
Acting Secretary of Foreign Affairs,
Republic of the Philippines.

NAVAL MISSION TO CUBA

TIAS 2836
Apr. 14 and
July 2, 1953

Agreement between the UNITED STATES OF AMERICA and CUBA

Extending Agreement of August 28, 1951

- Effected by Exchange of Notes Signed at Washington April 14 and July 2, 1953
- Entered into force July 2, 1953

The Cuban Ambassador to the Secretary of State

EMBAJADA DE CUBA
WASHINGTON, D. C.

14 DE ABRIL DE 1953

EXCELENCIA:

En relación con mi nota número 124 fechada en 11 del mes próximo pasado rogándole a Vuestra Excelencia hiciera llegar por su digno conducto a los organismos pertinentes la expresión del deseo del Gobierno de Cuba de que se prorrogasen los servicios de la Misión Naval de los Estados Unidos en Cuba, cúmpleme significarle de conformidad con nuevas instrucciones recibidas, que mi Gobierno agradecería que los referidos servicios de dicha Misión Naval fuesen extendidos por dos años más en vez de uno que fué lo solicitado anteriormente en la nota a que hago mención.

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

A. F. CONCHESO.

Al Excelentísimo Señor JOHN FOSTER DULLES,
Secretario de Estado de los Estados
Unidos de América,
Washington, D.C.

Translation

EMBASSY OF CUBA
WASHINGTON, D. C.

APRIL 14, 1953

EXCELLENCY:

With regard to my note No. 124 dated the 11th of last month, [1] requesting Your Excellency to convey to the appropriate agencies the expressed desire of the Government of Cuba that the services of the United States Naval Mission in Cuba be extended, I am to inform you, according to new instructions received, that my Government would appreciate it if the services of the aforesaid Naval Mission might be extended for two more years instead of one year, as was requested in the note referred to above.

[1] Not printed.

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

A. F. CONCHESO.

His Excellency
JOHN FOSTER DULLES,
Secretary of State of the
United States of America,
Washington, D.C.

The Secretary of State to the Cuban Ambassador

DEPARTMENT OF STATE
WASHINGTON
July 2 1953

EXCELLENCY:

I have the honor to refer to your note No. 168 of April 14, 1953, in which you convey the request of your Government for the renewal of the Agreement between the Governments of the Republic of Cuba and the United States of America providing for the assignment of a United States Naval Mission to Cuba entered into on August 28, 1951. [1]

I note that your Government desires to renew this Agreement for a period of two years, the renewal to commence upon the termination of the present Agreement on August 28, 1953. I am pleased to inform you that this arrangement is entirely agreeable to this Government.

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

For the Secretary of State:
THOMAS C. MANN

His Excellency
Señor Dr. AURELIO F. CONCHESO,
Ambassador of Cuba.

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[1] Treaties and Other International Acts Series 2310; 2 UST 1689.

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TIAS 2837
June 30, 1953

WEATHER STATIONS

Cooperative Program in Mexico

Agreement between the
UNITED STATES OF AMERICA
and MEXICO

Extending Agreement of March 29 and
August 15, 1949, as Extended

- Effected by Exchange of Notes
  Signed at México, D. F., June 30, 1953
- Entered into force June 30, 1953

The American Ambassador to the Mexican Minister for Foreign Relations

No. 1157 JUNE 30, 1953

EXCELLENCY:

I have the honor to refer to the agreement between the Government of the United States of America and the Government of the United Mexican States for the establishment and operation of surface, winds aloft, and radiosonde observation stations in Mexico, effected by an exchange of notes signed at Mexico, D. F., March 29 and August 15, 1949, [1] and continued in force on a provisional basis by an exchange of notes signed at Mexico, D. F., on April 7 and August 22, 1952. [2]

In view of the mutual benefit to our countries resulting from the cooperative meteorological observation program being carried on pursuant to the terms of the agreement, the Government of the United States of America considers it desirable that the agreement be renewed for a period of three years beginning July 1, 1953, with the understanding that the Government of the United Mexican States will arrange for duty free entry into Mexico of all meteorological equipment and supplies shipped from the United States of America for use in this cooperative program. It is further understood that the technical details of the cooperative program will be governed by the terms of a new Memorandum of Arrangement, [3] replacing the Memorandum of Arrangement of October 20, 1949, [3] to be executed by the two Cooperating Agencies, that is, the Weather Bureau, United States Department of Commerce, for the Government of the United States of America, and the Direccion General de Geografia y Meteorologia, for the Government of the United Mexican States, which Memorandum of Arrangement shall be subject to amendment at any time by concurrence of the Cooperating Agencies.

If the Government of the United Mexican States is agreeable to the extension of the agreement in accordance with the foregoing proposal, my Government will, upon signature of a new Memorandum of Arrangement between the two Cooperating Agencies, consider the present note and your reply concurring therein as constituting an agreement between our respective Governments continuing in force the aforesaid agreement regarding a cooperative meteorological ob-

[1] Treaties and Other International Acts Series 1995; 63 Stat., pt. 3, p. 2750.

[2] TIAS 2695; 3 UST, pt. 4, p. 5081.

[3] Not printed.

servation program for a period of three years beginning July 1, 1953, it being understood that the 1949 agreement, as extended, remains subject to the termination provision set forth in numbered paragraph 6 thereof.

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

FRANCIS WHITE

His Excellency
LUIS PADILLA NERVO,
Minister for Foreign Relations,
Mexico, D. F.

The Mexican Minister for Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

505110 MÉXICO, D. F., *a 30 de junio de 1953.*

SEÑOR EMBAJADOR:

Tengo la honra de acusar recibo a Vuestra Excelencia de su nota número 1157 del 30 del presente mes, en la cual–refiriéndose al Convenio entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno de los Estados Unidos de América para el Establecimiento y Funcionamiento de Estaciones para Radiosondeo y Observación de Vientos de Superficie o de Altura en México, celebrado por medio de canje de notas en esta ciudad, el 29 de marzo y el 15 de agosto de 1949 y cuya vigencia se prorrogó provisionalmente, por otro canje de notas del 7 de abril y 22 de agosto de 1952–, me comunica lo siguiente:

"En vista de las ventajas mutuas para nuestros países, resultantes del programa cooperativo de observaciones meteorológicas, que se está llevando a cabo conforme a los términos del Convenio, el Gobierno de los Estados Unidos de América considera que es conveniente renovar el Convenio por un período de tres años, a partir del 1o. de julio de 1953, en la inteligencia de que el Gobierno de México hará los arreglos necesarios para que entren a México, exentos de derechos, todo el equipo meteorológico y los materiales procedentes de los Estados Unidos de América que deban emplearse de acuerdo con dicho programa cooperativo. Además, queda entendido que los detalles técnicos del programa cooperativo se fijarán de acuerdo con los términos de un nuevo Memorándum de Convenio, que reemplace al Memorándum de Convenio de 20 de octubre de 1949, para ejecutarse por ambas Dependencias Cooperativas, es decir, la Oficina Meteorológica del Departamento de

Comercio de los Estados Unidos, por parte del Gobierno de los Estados Unidos de América, y la Dirección General de Geografía y Meteorología, por parte del Gobierno de los Estados Unidos Mexicanos, cuyo Memorándum de Arreglo estará sujeto a reformas en cualquier momento, de común acuerdo entre las Dependencias Cooperativas.–Si el Gobierno de los Estados Unidos Mexicanos está de acuerdo en que se prorrogue el Convenio, conforme a la propuesta que antecede, mi Gobierno considerará, al firmarse un nuevo Memorándum de Convenio entre las Dependencias Cooperativas, la presente nota y su contestación, aceptándola, como un acuerdo entre nuestros respectivos Gobiernos, siguiendo en vigor el Convenio precitado, con respecto a un programa cooperativo de observaciones meteorológicas, durante un período de tres años, a partir del 1o. de julio de 1953, quedando entendido que el Convenio de 1949, prorrogado, sigue en vigor de conformidad con la disposición relativa a su término contenida en el párrafo 6 del mismo".

En contestación, tengo el honor de comunicar a Vuestra Excelencia que el Gobierno de México por su parte también estima que es conveniente renovar el Convenio por un período de tres años, a partir del 1o. de julio de 1953, y acepta las proposiciones asentadas en la nota preinserta, por lo que de acuerdo con la sugestión contenida en la misma, considera que su nota número 1157 y la presente respuesta constituyen un Acuerdo entre ambos Gobiernos que entrará en vigor a partir de esta fecha.

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

LUIS PADILLA NERVO

Al Excelentísimo Señor FRANCIS WHITE,
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América,
Ciudad.

Translation

MINISTRY FOR FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

505110 MÉXICO, D. F., *June 30, 1953.*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 1157 of the 30th of this month, in which, with reference to the agreement between the Government of the United Mexican States and the Government of the United States of America for the establish-

ment and operation of surface, winds aloft, and radiosonde observation stations in Mexico, concluded by an exchange of notes in this city on March 29 and August 15, 1949, and continued in force provisionally by a further exchange of notes on April 7 and August 22, 1952, you inform me as follows:

[For the English language text of the proposal, see *ante*, p. 1701.]

In reply, I have the honor to inform Your Excellency that, for its part, the Government of Mexico also considers it desirable to renew the agreement for a period of three years beginning July 1, 1953, and accepts the proposals set forth in the above-quoted note; accordingly, pursuant to the suggestion contained therein, it regards Your Excellency's note No. 1157 and the present reply as constituting an agreement between the two Governments 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.

LUIS PADILLA NERVO

His Excellency
FRANCIS WHITE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

WEATHER STATIONS

TIAS 2838
June 30, 1953

Cooperative Program in Cuba

Agreement between the
UNITED STATES OF AMERICA
and CUBA

- Effected by Exchange of Notes
  Signed at Habana June 30, 1953
- Entered into force June 30, 1953

The American Ambassador to the Cuban Minister of State

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
No. 918 *Habana, June 30, 1953.*

EXCELLENCY:

I have the honor to refer to the agreement between the United States of America and the Republic of Cuba providing for a cooperative meteorological program in Cuba, effected by an exchange of notes signed at Habana on June 30, 1950.[1]

Considering the mutual benefits derived from the cooperative meteorological program, my Government has the honor to propose its continuation beyond the present termination date of June 30, 1953, in accordance with the following principles and procedures:

1. *Cooperating Agencies*—The cooperating agencies shall be (a) for the Government of the United States of America, the Weather Bureau, of the Department of Commerce, and (b) for the Government of Cuba, the National Meteorological Service of the Cuban Navy.

2. *General Purposes*—The general purposes of the present agreement shall be as follows:

(a) To cooperate in the operation of rawinsonde and pilot balloon observation stations at Habana and Camaguey.

(b) To provide for the daily exchange of observation reports between the United States Weather Bureau and the Cuban Meteorological Service for the mutual benefit of each country, and to render it possible for the Government of the United States of America and the Government of Cuba to exchange weather information, forecasts, and hurricane advisories.

3. *Specific Undertakings on the Part of the Government of the United States of America*—The Government of the United States of America, through the United States Weather Bureau, agrees to:

(a) Provide the necessary rawinsonde and pilot balloon expendable equipment and supplies, including radiosondes, batteries, balloons, parachutes, helium, observational forms, and rawinsonde spare parts, for operating the stations indicated in paragraph 2 (a), subject to the provisions of paragraphs 4 (g), 4 (h) and 4 (i).

[1] Treaties and Other International Acts Series 2125; 1 UST 658.

(b) Assume the responsibility and expense of installing the meteorological equipment at the stations indicated in paragraph 2(a).
(c) Detail a Weather Bureau electronics technician and an observational specialist to the Cuban stations indicated in paragraph 2(a) periodically for the purpose of maintenance and calibration of the equipment, observer training, and assistance to the Cuban Meteorological Service in carrying out the cooperative observation program.
(d) Pay one-half the annual cost of the leased teletypewriter line between Miami, Florida, and Habana, Cuba.
(e) Provide microfilm copies of all adiabatic charts and winds-aloft graphs for the Cuban Meteorological Service.

4. *Specific Undertakings on the Part of the Government of Cuba*—The Government of Cuba, through the Cuban Meteorological Service, agrees to:

(a) Provide the necessary personnel, office quarters, and facilities, including heat, light and electric power, for maintaining and operating meteorological stations at the locations indicated in paragraph 2 (a).
(b) Provide meteorological equipment and supplies for the stations indicated in paragraph 2 (a), except for such equipment and supplies as shall, in accordance with paragraph 3 (a), be provided by the United States Weather Bureau.
(c) Provide for taking observations at the following stations daily, including Sundays and holidays, in accordance with standard practice and procedure:

(1) Rawinsonde and Pilot Balloon Observation in Habana—Two rawinsonde observations daily at the international hours of 0300 and 1500 GCT. Two pilot balloon observations daily at 0900 and 2100 GCT.

(2) Rawinsonde and Pilot Balloon Observation Station at Camaguey—Two rawinsonde observations daily at the international hours of 0300 and 1500 GCT. Two pilot balloon observations daily at 0900 and 2100 GCT.

(d) Pay one-half of the annual cost of the leased teletypewriter line between Habana, Cuba, and Miami, Florida.
(e) Transmit the observation reports via the jointly supported teletypewriter circuit to a point in the United States of America, mutually agreed upon by the two cooperating agencies, where they will be placed on the meteorological teletypewriter systems of the United States for world-wide dissemination via international meteorological exchanges in accordance with the procedures of the World Meteorological Organization.
(f) Provide the United States Weather Bureau with the rawinsonde and upper-wind records on standard forms, which are to be used for

these observations, and make available to that agency the radiosonde recorder records for reference purposes.

(g) Pay for the return of empty helium cylinders from Habana and Camaguey to the helium supply depot.

(h) Arrange for duty free entry of all meteorological equipment and supplies shipped into Cuba for use in this cooperative program.

(i) Contribute an amount of $16,000.00 annually to defray: (1) in part, the cost of expendable supplies listed in paragraph 3(a), and (2) such travel expenses for technicians and observational specialists as may be necessary for this program.

5. *Title to Property*—Title to all property purchased with funds supplied by the Government of the United States of America shall remain vested in that Government, and title to all property purchased with funds supplied by the Government of Cuba shall remain vested in that Government.

6. *Expenditures*—All expenditures incurred by the United States Weather Bureau shall be paid directly by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Cuban Meteorological Service shall be paid directly by the Government of Cuba.

7. *Term*—The present agreement shall remain in force through June 30, 1956 and may be continued in force for additional periods by written agreement to that effect by the two Governments, but either Government may terminate the present agreement by giving to the other Government notice in writing sixty days in advance, provided, however, that participation on the part of either Government in the program contemplated by the present agreement shall be subject to the availability of funds appropriated by the legislative bodies of the respective Governments.

Upon receipt of a note from Your Excellency indicating that the foregoing principles and procedures are acceptable to the Government of Cuba, the Government of the United States of America will consider that this note and your reply constitute an agreement between our two Governments, which shall be considered operative beginning July 1, 1953.

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

WILLARD L. BEAULAC

His Excellency
Dr. MIGUEL ANGEL CAMPA,
Minister of State,
Habana.

The Cuban Minister of State to the American Ambassador

REPUBLICA DE CUBA
MINISTERIO DE ESTADO

LA HABANA, *30 de Junio de 1953*
"AÑO DEL CENTENARIO DE JOSE MARTI"

SEÑOR EMBAJADOR:

Tengo la honra de referirme a su nota No. 918, de esta misma fecha, en la cual expresa que el Gobierno de los Estados Unidos de América, considerando las ventajas recíprocas que se han derivado del programa de cooperación metereológica establecido por el intercambio de notas efectuado en La Habana el 30 de junio de 1950, propone la prórroga del mismo de conformidad con los siguientes principios y procedimientos:

1. *Agencias Cooperantes:* Las Agencias cooperantes serán (a) por el Gobierno de los Estados Unidos de América, el "Weather Bureau" del Departamento de Comercio y (b) por el Gobierno de Cuba, el Servicio Metereológico Nacional de la Marina Cubana.

2. *Objetivos Generales:* Los objetivos generales del presente acuerdo serán como sigue: (a) Cooperar en la operación continuada de la estación de observación del globo piloto y "rawinsonde" en la Habana y la estación de observación de globo piloto y rawinsonde en Camagüey. (b) Proveer al intercambio diario de informes de observación del aire superior, entre el Weather Bureau de los Estados Unidos y el Servicio Metereológico Cubano, para el uso de cada país, y para hacer posible al Gobierno de los Estados Unidos de América y al Gobierno de Cuba el intercambio de información y predicciones metereológicas y avisos de huracanes.

3. *Compromisos específicos por parte del Gobierno de los Estados Unidos de América:* El Gobierno de los Estados Unidos de América, por conducto del Weather Bureau de los Estados Unidos, conviene en:

   (a) Proveer equipos y suministros de radiosonda, "rawinsonde", baterias, globos pilotos, paracaídas, helio y modelos para el mantenimiento y funcionamiento de las estaciones indicadas en el párrafo 2(a) sin perjuicio en lo dispuesto en los párrafos 4(g), 4(h) y 4(i).
   (b) Asumir la responsabilidad y pagar el costo de instalar el equipo metereológico en las estaciones indicadas en el párrafo 2 (a)
   (c) Destacar periodicamente a un técnico electrónico del Weather Bureau y un observador especialista para las estaciones cubanas según se indica en el párrafo 2(a), con el propósito de mantener y calibrar el equipo, observar el entrenamiento y ayudar al

Servicio Metereológico Cubano en la ejecución del programa de observación cooperativa.

(d) Pagar la mitad del costo anual de la línea de teletipo arrendada entre Miami, Florida y La Habana, Cuba.

(e) Proveer copias microfílmicas de todas las cartas adiabáticas y gráficos del aire superior al Servicio Metereológico Cubano.

4. *Compromisos Específicos por parte del Gobierno de Cuba:* El Gobierno de Cuba, por conducto del Servicio Metereológico Cubano, conviene en:

(a) Proveer el personal, locales de Oficina y facilidades necesarias, incluyendo luz y energía eléctrica, para el mantenimiento y funcionamiento de estaciones metereológicas en los lugares indicados en el párrafo 2(a).

(b) Proveer el equipo y suministros metereológicos necesarios para las estaciones indicadas en el párrafo 2(a), con excepción de aquellos equipos y suministros que, de conformidad con el párrafo 3(a), sean provistos por el Weather Bureau de los Estados Unidos.

(c) Proveer que se hagan observaciones diarias en las siguientes estaciones, incluyendo domingos y días festivos, de conformidad con las prácticas y procedimientos standard:

(1) Estación de observación de Globo Piloto y "rawinsonde" en La Habana:

Dos observaciones de rawinsonde diarias a las horas internacionales de 0300 y 1500 GCT. Dos observaciones de globo pilotos diarias a 0900 y 2100 GCT.

(2) Estación de observación de globo piloto y rawinsonde en Camagüey:

Dos observaciones de "rawinsonde" diarias a las horas internacionales de 0300 y 1500 GCT. Dos observaciones de globo pilotos diarias a 0900 y 2100 GCT.

(d) Pagar la mitad del costo anual de la línea de teletipo arrendada, entre La Habana, Cuba y Miami, Florida.

(e) Transmitir prontamente los informes de observaciones, por teletipo, a un punto en los Estados Unidos de América, convenido mutuamente por las dos agencias cooperantes, donde serán puestos en el sistema teletípico metereológico del Gobierno de los Estados Unidos de América, para su trasmisión universal por medio del intercambio metereológico internacional de conformidad con los procedimientos de la Organización Metereológica Mundial.

(f) Proveer al Weather Bureau de los Estados Unidos copias de los informes de "rawinsonde" y aire superior en modelos standard, que habrán de ser usados para estas observaciones, y hacer dis-

ponibles a esa agencia los datos del registrador de radiosonda, para fines de referencia.

(g) Pagar los gastos del transporte de los cilindros de helio vacios desde La Habana y Camagüey al lugar de origen.

(h) Proveer para la entrada en Cuba, libre de derechos, de todo el equipo y suministro metereológico embarcados en los Estados Unidos para ser usados en este programa cooperativo.

(i) Contribuir anualmente con la suma de $16.000.00 para cubrir en parte el costo del equipo y suministros a que se refiere el párrafo 3(a), así como los gastos de viaje de los técnicos y observadores especialistas que se requieran para la ejecución de este programa.

5. *Título de la Propiedad:* Del título de toda la propiedad adquirida con fondos suministrados por el Gobierno de los Estados Unidos de América, quedará investido este Gobierno, y del título de toda la propiedad adquirida con fondos suministrados por el Gobierno de Cuba, quedará investido este Gobierno.
6. *Gastos:* Todos los gastos en que se incurra por el Weather Bureau de los Estados Unidos serán pagados directamente por el Gobierno de los Estados Unidos de América, y todos los gastos incidentales a las obligaciones asumidas por el Servicio Metereológico Cubano, serán pagados directamente por el Gobierno de Cuba.
7. *Términos:* El presente acuerdo permanecerá en vigor hasta el 30 de junio de 1956, inclusive, y podrá continuar en vigor por períodos adicionales por acuerdo escrito a ese efecto por ambos gobiernos, pero uno u otro Gobierno podrá dar por terminado el presente acuerdo, previo aviso por escrito, al otro Gobierno, con sesenta días de anticipación; disponiéndose, sin embargo, que la participación por parte de uno u otro Gobierno en el proyecto contemplado por el presente acuerdo, estará sujeto a la disponibilidad de créditos concedidos por los Cuerpos Legislativos de los respectivos Gobiernos.

Cúmpleme expresarle a Vuestra Excelencia que el Gobierno de Cuba conviene con el Gobierno de los Estados Unidos de América en cuanto a las ventajas que se han derivado para ambos países del programa de cooperación metereológica; y que acepta por lo tanto la proposición de prorrogar dicho programa por un nuevo período, de conformidad con los principios y procedimientos que anteceden. La presente nota y la de Vuestra Excelencia se considerarán que constituyen un acuerdo entre nuestros respectivos Gobiernos, que entrará en vigor el 1 de julio de 1953.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia el testimonio de mi más alta consideración,

MIGUEL ANGEL CAMPA

Al Excelentísimo señor
WILLARD L. BEAULAC,
Embajador de los Estados Unidos de América,
La Habana.

Translation

REPUBLIC OF CUBA
MINISTRY OF STATE

HABANA, *June 30, 1953*
"YEAR OF THE CENTENARY OF JOSE MARTI"

MR. AMBASSADOR:

I have the honor to refer to your note No. 918, of this same date, in which you state that the Government of the United States of America, considering the mutual benefits derived from the program of meteorological cooperation established by the exchange of notes effected in Habana on June 30, 1950, proposes its continuation in accordance with the following principles and procedures:

[For the English language text of the principles and procedures, see *ante*, p. 1706.]

I wish to state to Your Excellency that the Government of Cuba agrees with the Government of the United States of America regarding the benefits which have been derived for both countries from the program of meteorological cooperation; and that it therefore accepts the proposal to extend the said program for a new period, in accordance with the foregoing principles and procedures. The present note and that of Your Excellency will be regarded as constituting an agreement between our respective Governments, which will come into force on July 1, 1953.

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

MIGUEL ANGEL CAMPA

His Excellency
WILLARD L. BEAULAC,
Ambassador of the United States of America,
Habana.

TECHNICAL COOPERATION

TIAS 2839
June 29, 1953

Industrial Apprenticeship Training Program

Agreement between the
UNITED STATES OF AMERICA
and BRAZIL

Extending Agreement of
June 30, 1952

- Effected by Exchange of Notes
  Signed at Rio de Janeiro June 29, 1953
- Entered into force June 29, 1953

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

MINISTERIO DAS RELAÇÕES EXTERIORES,
RIO DE JANEIRO.

CNAT/DAI/336/580.(22) *Em 29 de junho de 1953.*

SENHOR ENCARREGADO DE NEGÓCIOS,

Tenho a honra de comunicar a Vossa Senhoria que, terminando a 30 de junho de 1953, o prazo de vigor do Acôrdo do Programa de Aprendizagem Industrial, celebrado entre os Governos dos Estados Unidos do Brasil e dos Estados Unidos da América, e assinado no Rio de Janeiro a 30 de junho de 1952, e não estando ainda atingidos inteiramente os objetivos nêle colimados, me parece de grande interêsse, para ambas as Altas Partes Contratantes, prorrogar por um período de um ano, a contar daquela data, o prazo de validade do Ato Internacional em aprêço.

2. Esta nota, e a resposta que me dará Vossa Senhoria, no caso de ser aceita pelo Govêrno dos Estados Unidos da América a presente proposta, constituirão um Acôrdo entre os dois Governos.

3. Fica entendido pelo meu Govêrno que as disposições dos parágrafos 1 e 2 do Artigo IV se acham condicionadas às disponibilidades de verbas após 30 de junho de 1953.

Aproveito a oportunidade para renovar a Vossa Senhoria os protestos da minha mui distinta consideração.

M DE PIMENTEL BRANDÃO

Ao Senhor WALTER N. WALMSLEY, Jr.,
Encarregado de Negócios dos Estados Unidos da América.

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

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 468 *Rio de Janeiro, June 29, 1953*

EXCELLENCY:

I have the honor to refer to your note of June 29, 1953, which is as follows:

"I have the honor to inform you that, inasmuch as the Industrial Apprenticeship Training Program Agreement entered into between

the Governments of the United States of Brazil and the United States of America and signed at Rio de Janeiro on June 30, 1952,[1] expires on June 30, 1953, and the intended objectives have not yet been fully reached, it appears to me of great advantage for both of the High Contracting Parties to extend that international instrument for a period of one year from that date.

This note, and your reply thereto, in the event that the present proposal is acceptable to the Government of the United States of America, will constitute an agreement between the two Governments. It is understood by my Government that the provisions of paragraphs 1 and 2 of Article IV are subject to the availability of funds beyond June 30, 1953."

and to state, in behalf of the Government of the United States of America, that my Government is in agreement with the proposal made in your above-quoted note to extend the Industrial Apprenticeship Training Program Agreement for a period of one year from June 30, 1953 through June 30, 1954, it being understood that the provisions of paragraph 1 and 2 of Article IV are subject to the availability of funds beyond June 30, 1953.

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

W. N. WALMSLEY Jr.

His Excellency
Ambassador MARIO DE PIMENTEL BRANDÃO
Acting Minister of Foreign Affairs
Rio de Janeiro

[1] Treaties and Other International Acts Series 2748; 3 UST, pt. 4, p. 5455.

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TIAS 2840
May 21, 1953

TECHNICAL COOPERATION

Agriculture, Forestry, and Fisheries Program

Agreement between the
UNITED STATES OF AMERICA
and EGYPT

- Signed at Cairo May 21, 1953
- Entered into force May 21, 1953

AGRICULTURAL, FORESTRY, AND FISHERIES PROGRAM AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF EGYPT

The Government of the United States of America and the Government of Egypt have agreed as follows:

Article I. The Operating Agencies

Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two governments on 5 May, 1951, [1] a cooperative program in the fields of Agriculture, Forestry, and Fisheries shall be initiated in Egypt.

The obligations assumed herein by the Government of Egypt will be performed by the Ministries of Agriculture and of War and Marine (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by the Technical Cooperation Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America.

The Ministry, on behalf of the Government of Egypt, and the Administration, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of this cooperative program. The agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation.

Article II. Objectives

The objectives of this program are:

1. To facilitate the development of the economy of Egypt in the fields of agriculture, forestry and fisheries through cooperative action on the part of the two governments;

2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in these fields;

3. To promote and strengthen understanding and good will between the people of Egypt and the United States of America.

[1] Treaties and Other International Acts Series 2479; 3 UST, pt. 2, p. 2960.

ARTICLE III. FIELDS OF ACTIVITY

This cooperative program will include to the extent that the parties from time to time agree upon in specific project agreements, activities of the following types:

1. Studies of the needs of Egypt in the fields of agriculture, forestry and fisheries and the resources available to meet such needs.

2. The formulation and continuous adaptation of a program to help meet such needs.

3. The initiation and administration of activities in the fields of Agriculture, Forestry and Fisheries such as research and experimentation, and extension service to maximize adoption by the people of Egypt of the proven results of research and demonstration, the maximizing of production and the best utilization of products.

a. In the field of agriculture this program may consist of projects designed to assist the Ministry of Agriculture in the improvement of agricultural production as follows:

1) Agricultural extension and research.
2) Crop production by improving seed propagation, distribution, combating plant pests and diseases.
3) Livestock production by introducing new germ plasm and improving methods of husbandry together with full care for animal health and combating diseases.
4) Study of soil survey, salinity and water contents requirements.
5) Experimentation and extending the utilization of agricultural machinery.

b. In the field of forestry this program may consist of projects to maximize the utilization value of existing forest crops and to establish the most appropriate forest crops on lands economically suited for that purpose.

c. In the field of fisheries this program may consist of projects which shall bring about the fuller exploitation of existing and the development of new marine and fresh water fishery resources, propagation of fish and improved utilization practices.

4. Related training activities both inside and outside of Egypt.

5. Other projects within the scope and objectives of the agreement as mutually agreed upon.

Article IV. The Technical Mission

The Administration agrees to furnish a group of technicians and specialists to collaborate in carrying out this cooperative program. The technicians and specialists made available by the Administration under this agreement, together with those so made available under other program agreements with the Government of Egypt, will constitute the Technical Mission of the Administration in Egypt. This technical mission is headed by a Director of Technical Cooperation (hereinafter referred to as the "Director"). The Director and other members of the technical mission shall be appointed by the Government of the United States of America. Technicians sent from the United States to work on this program shall be subject to acceptance by the Government of Egypt.

Article V. Joint Committee

There is hereby established the Egyptian-American Joint Committee for Agriculture, Forestry and Fisheries Development (hereinafter referred to as the "Committee"). The Committee shall coordinate and direct the cooperative program for agriculture, forestry and fisheries development in accordance with the provisions of this agreement. The Ministers of Agriculture and of War and Marine (hereinafter referred to as the "Minister") or their designee and the Director or his designee shall serve as Co-Directors of the Committee. The funds of the Committee may be maintained in such bank or banks as the Co-Directors shall select and shall be available only for the purpose of this agreement.

Article VI. Program Financing

The parties hereto shall contribute and make available to the extent provided below, funds and other contributions for use in carrying out the program during the period covered by this Agreement, in accordance with the following schedules:

1. The Government of the United States of America during the period from date of entry into force of this Agreement to and including June 30, 1953, shall make available the funds necessary to pay the salaries and other expenses of the members of the technical mission, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this Cooperative Program. These funds shall be administered by the Administration and shall not be deposited to the credit of the Committee.

2. In addition, for the period from the date of entry into force of this agreement through June 30, 1953, the Government of the United States of America shall make available to the Committee for use in the cooperative program, the sum of $769,000.00 (seven hundred and sixty-nine thousand dollars) which shall include expenditures to date on activities covered by this agreement. The parties hereto agree that initially this sum shall be held in the United States of America. The Minister and the Director may hereafter agree, in project agreements or amendments thereto, to the deposit in cash of any part of such sum to the credit of the Committee in such installments as they may agree upon. The remainder, if any, of the United States contribution to this cooperative program shall continue to be held in the United States of America to meet payments to be made outside of Egypt in United States dollars. The amounts used for such payments, when expended as agreed upon by the Minister and the Director shall be considered as if deposited to the credit of the Committee.

3. The Government of Egypt from the date of entry into force of this agreement to and including June 30, 1953, shall contribute to the Committee for the purpose of carrying out this cooperative program funds, technicians, facilities, local supplies, materials, equipment, labour, transportation and/or other services, or assistance, to a minimum value equal to the contribution of the Government of the United States of America. These contributions shall be made as agreed upon by the Co-Directors as set forth in each project agreement under this Cooperative Program in accordance with the provisions of Article VIII.

4. The parties may later agree in writing upon the amount of funds and/or other contributions they wish to contribute and make available each subsequent year for use in carrying out the program during the period from June 30, 1953, to and including December 31, 1960.

5. Funds deposited by the Government of the United States of America to the credit of the Committee shall be convertible into Egyptian pounds at the par value for the Egyptian pounds agreed with the International Monetary Fund in effect at the time of each conversion, provided that this par value is the same rate applicable to the purchase of dollars for commercial transaction in Egypt. If there is no such agreed par value or if there are two or more effective rates that are not unlawful for the purchase of dollars, the rates used shall be the rates agreed upon by the two Governments, but not less than the effective rates (including the amount of exchange tax, surcharge, bonus, or value of any exchange certificate) which, at the

time of conversion are applicable to the purchase of dollars for the respective purposes for which the dollars deposited to the credit of the Committee are to be used.

6. No funds deposited to the Committee's account shall be withdrawn except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Committee, or their respectively designated representatives. The Co-Directors shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to the Committee any moneys which it shall pay out from the funds of the Committee on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors or their designees.

Article VII. Additional Contributions

The projects to be undertaken under this Agreement may include cooperation with other governmental agencies of Egypt, and the Government of Egypt shall make available the general assistance of such agencies for carrying out these projects. Cooperation under this Agreement also may be undertaken with other organizations of either public or private character, and with international organizations of which the United States of America and Egypt are members. By agreement between the Co-Directors, contributions of funds, property, services or facilities by either or both parties, may be accepted and deposited to the credit of the Committee for use in effectuating projects in agriculture, forestry and fisheries development approved under the terms of this agreement in addition to the funds, property, services, and facilities required to be contributed under Article VI.

Article VIII. Project Operations

1. The cooperative program of development herein provided for shall consist of a series of projects to be jointly planned and administered by the Co-Directors of the Committee. Each project shall be embodied in a written project agreement which shall be signed by the Co-Directors, shall define the work to be done, shall make allocations of funds therefore from moneys available to the Committee, and may contain such other matters as the parties may desire to include.

2. Upon completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and resolved, and related basic data.

3. The selection of specialists, technicians and others in the fields of agriculture, forestry, and fisheries development to be sent for

training to the United States of America or elsewhere pursuant to this cooperative program, as well as the training activities in which they shall participate, shall be determined jointly by the Co-Directors.

4. The general policies and administrative procedures that are to govern this cooperative program shall be determined jointly by the Co-Directors.

5. All contracts and other instruments and documents relating to the execution of projects under this agreement shall be executed in the name of the Committee and shall be signed by the two Co-Directors. The books and records of the Committee relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of Egypt and the Government of the United States of America. The Co-Directors of the Committee shall render an annual report of their activities to the two Governments, and other reports at such intervals as may be appropriate.

6. Any power conferred by this Agreement upon the Co-Directors may be delegated by either of them to any of his respective assistants, provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of the Co-Directors to refer any matter directly to one another for discussion and decision.

Article IX. Additional Fiscal Provisions

1. All funds deposited to the credit of the Committee pursuant to this Agreement shall continue to be available for the program of agriculture, forestry and fisheries development during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties, except that no funds deposited by the Government of the United States of America shall continue to be available for more than three years from the date of their deposit.

2. All materials, equipment and supplies ownership of which is acquired for the cooperative program shall become the property of the Committee and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Government of Egypt for further use by the Ministry having jurisdiction over the activity for which such materials, equipment, and supplies were originally acquired.

3. Any interest which may be received on funds of the Committee and any other increment of assets of the Committee of whatever nature of source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either Government.

4. Any funds of the Committee which remain unexpended and unobligated on the termination of this Agreement shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made by the Government of the United States of America and the Government of Egypt under this Agreement, as it may be from time to time amended and extended.

5. The two Governments will establish procedures whereby the Government of Egypt will so deposit, segregate or assure title to all funds allocated to or derived from any program involving contributions by the Government of the United States of America, shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of Egypt is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

Article X. Rights and Exemptions

1. All contract employees who are citizens of the United States of America employed under contracts entered into by the Committee to assist in carrying out this cooperative program shall receive the same rights, privileges and exemptions as accorded employees of the Government of the United States of America under the terms of the General Agreement for Technical Cooperation referred to in Article I herein. At suitable intervals the Ambassador of the United States of America to Egypt shall furnish to the Minister for Foreign Affairs of Egypt the names of the personnel to whom the provisions of this paragraph are applicable.

2. Supplies, equipment and materials purchased by the Committee or contributed to the Committee by the Government of the United States of America either directly or by contract with a public or private organisation, shall be admitted into Egypt free of any customs and import duties.

Article XI. Legislative and Executive Action

The Government of Egypt will endeavor to obtain the enactment of such legislation or decrees and will take such executive action, as may be required to carry out the terms of this Agreement.

Article XII. Entry Into Force and Duration

This Agreement may be referred to as the "Agricultural, Forestry, and Fisheries Joint Committee Program Agreement." It shall enter

into force on the date that it is signed and shall remain in force through December 31, 1960, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement for the period from June 30, 1953, to and including December 31, 1960, shall be subject to the availability of appropriation to both parties for the purpose of the program and to further the agreement of the parties pursuant to Article VI, paragraph 4 hereof.

Done in duplicate, in the English and Arabic languages, at Cairo, this day the twenty first of May 1953.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JEFFERSON CAFFERY

FOR THE GOVERNMENT OF EGYPT:

M. FAWZI

المادة الثانية عشـــره
تاريخ بدء السـريان والتنفيـذ

يشار الى هذه الاتفاقية على انه "البرنامج المصرى الامريكى للتنمية الزراعيـــة" — وتسرى اعتبارا من تاريخ التوقيع عليه وتبقى نافـذة المفعول حتى نهاية يوم ٣١ ديسمبر سنة ١٩٦٠ أو حتى انتهاء ثلاثة شهور من اخطار احدى الحكومتين الاخرى كتابة بعزمها فى انهائها — ايهما أسبق — وذلك بشرط ان تكون التزامات الطرفين (بمقتضى هذه الاتفاقية خلال المـدة من ٣٠ يونيه سنة ١٩٥٢ حتى نهاية يوم ٣١ ديسمبر سنة ١٩٦٠ حسب الامكانيات الماليـــة الموجوده لدى الطـرفين على ذمة البرنامج للسير قدما بالاتفاقية طبقا للفقرة الرابعة من المـادة السادسة السابقة .

تحرر من صورتين باللغتين الانجليزية والعربية بالقاهرة (مصر) فى اليوم الحادى والعشـرين من شهر مايو سنة ١٩٥٣ .

من حكومة الولايات المتحدة الامريكية

من الحكومة المصـــرية

مهما كانت طبيعة مصدرها تخصص لتنفيذ البرنامج التعاونى ولا تحسب فى قيمة المساهمة الواجبة على احدى الحكومتين .

٤ـ جميع ارصدة اللجنة التى تبقى بدون صرف وبدون ان تخصص لمواجهة اى التزامات عند انتهاء العمل ببرنامج التعاون ـ يجب ان ترد الى الطرفين وذلك بنسبة قيمة مساهمة كل من حكومتى الولايات المتحدة الامريكية ومصر بمقتضى هذا الاتفاق وما قد يحدث فيها من تعديل أو زيادة من وقت لآخر ـ هذا ما لم يتفق الطرفان كتابة على غير ذلك .

٥ـ تتخذ الحكومتان الاجراءات التى بمقتضاها تودع الحكومة المصرية وتعزل وتضمن جميع المبالغ المخصصة او المتفرعة من تنفيذ البرنامج التى تتضمن اشتراك حكومة الولايات المتحدة بالاموال لكى تضمن عدم خضوع هذه الاموال للحجز او المصادره او التعطيل او المقاضاه من أية مؤسسة او وكالة او هيئة او منظمة او اية حكومة وذلك عند ما ترى حكومة الولايات المتحدة الامريكية الحكومة المصرية ان مثل هذا الاجراء سيكون من شأنه ان يعرقل تحقيق اهداف هذا البرنامج .

المادة العاشرة
الحقوق والاعفاءات

١ـ جميع الموظفين من رعايا الولايات المتحدة الامريكية المعينين بعقود مبرمة مع اللجنة للمساعدة فى تنفيذ هذا البرنامج التعاونى يكون لهم نفس الحقوق والامتيازات والاعفاءات الممنوحة لموظفى حكومة الولايات المتحدة طبقا لاحكام الاتفاق العام الخاص بالتعاون الفنى المشار اليه فى المادة الاولى من هذه الاتفاقية . ويقدم سفير الولايات المتحدة الامريكية فى مصر لوزير الخارجية المصرية اسماء من تنطبق عليهم احكام هذه الفقره ، وذلك فى الفترات المناسبة .

٢ـ جميع مواد التموين والاجهزة والمعدات المشتراه بمعرفة اللجنة والتى تقدمها حكومة الولايات المتحدة الى اللجنة ، سواء كان ذلك مباشرة او بمقتضى عقد مبرم مع هيئة عامة او خاصة تعفى من كافة الضرائب الجمركية او رسوم الاستيراد عند دخولها لمصر .

المادة الحادية عشره
الاجراءات التشريعية والتنفيذية

تتعهد الحكومة المصرية باصدار القوانين والمراسيم واتخاذ الاجراءات التنفيذية التى تكفل تنفيذ شروط هذه الاتفاقية .

التى تسرى على برنامج التعاون وتنفيذ المشروعات وأعمال اللجنة مثل صرف المبالغ ومسك الحسابات والوفاء بالتزامات اللجنة وشراء واستعمال وجرد ومراقبة والتصرف فى الممتلكات وتعيين وفصل موظفى اللجنة وغيرهم من مستخدميها وشروط استخدامهم وجميع المسائل الادارية الاخرى .

٥ـ جميع العقود والوثائق الاخرى الخاصة بتنفيذ المشروعات بمقتضى هذا الاتفاق يكون تنفاذها باسم اللجنة وتكون ممضاه من مديرى التعاون . ودفاتر وسجلات اللجنة الخاصة ببرنامج التعاون تكون دائما خاضعة لتفتيش المندوبين المعتمدين من كل من حكومتى مصر والولايات المتحدة الامريكية .

ويقدم مديرو اللجنة تقريرا سنويا للحكومتين يبين فيه مدى نشاطهم كما يقدمون تقارير اخرى فى فترات اخرى مناسبة .

٦ـ لكل من مديرى التعاون الحق فى ان يخول مساعده السلطة الممنوحة له بمقتضى هذا الاتفاق بشرط ان يوافق المدير الاخر على مثل هذا التوكيل .

وهذا التوكيل لا يحد من حق المديرين فى ان يحول احدهما اية مسألة من المسائل مباشرة على المدير الاخر لمناقشتها أو اتخاذ قرار نهائى فيها .

المادة التاسعة

احكام مالية اضافية

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١ـ جميع المبالغ المودعة لحساب اللجنة بمقتضى هذا الاتفاق تبقى مخصصة لهذا البرنامج فى الزراعة والغابات ومصائد الاسماك طول مدة سريان هذا العقد بصرف النظر عن السنوات أو الفترات المالية الخاصة بالطرفين . وتستثنى الاعتمادات التى تودعها حكومة الولايات المتحدة الامريكية فلا تبقى مخصصة لهذا البرنامج اكثر من ثلاث سنوات من تاريخ ايداعها .

٢ـ جميع المواد والادوات والتوريدات التى آلت ملكيتها لحساب هذا البرنامج التعاونى تصبح ملكا للجنة ولا تستخدم الا لتنفيذ هذه الاتفاقية ، وجميع المواد والادوات والتوريدات التى تبقى بعد اتمام البرنامج التعاونى تكون تحت تصرف حكومة مصر لتستخدمها الوزارة المهيمنة على نواحى النشاط التى كانت تستعمل فيها هذه المعدات والمهمات والتوريدات اصلا .

٣ـ جميع الفوائد التى تحصل على المبالغ الخاصة باللجنة وكذلك اية زيادة اخرى فى ممتلكات اللجنة

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المادة السابعة
مساهمات اضافية

يجوز ان تتضمن المشروعات التى تتناولها هذه الاتفاقية التعاون مع الهيئات الحكومية الاخرى بمصر على ان تعمل الحكومة المصرية على تيسير قيام هذه الهيئات بأداء المساعدات العامة التى تطلب منها لتنفيذ هذه المشروعات .

ويمكن ان يشمل التعاون بمقتضى هذه الاتفاقية الهيئات الاخرى العامة او الخاصة والهيئات الدولية التى تشترك فى عضويتها الولايات المتحدة الامريكية ومصر .

وبناء على اتفاق المديرين المتعاونين يمكن قبول وايداع المساهمة بالاعتمادات والمعدات والخدمات والتسهيلات من احد الطرفين او كليهما لحساب اللجنة لاستخدامها فى تنفيذ مشروعات تنمية الزراعة والغابات ومصائد الاسماك وفقا لنصوص هذه الاتفاقية علاوة على الاعتمادات والمعدات والخدمات والتسهيلات المطلوب المساهمة فيها بموجب المادة السادسة .

المادة الثامنة
عمليات تنفيذ المشروعات

١ـ يتكون برنامج التعاون المنصوص عنه بهذه الاتفاقية من سلسلة مشروعات يشرف على تصميمها وادارتها مديرو التعاون للجنة . وكل مشروع على حدة يجب ان يتضمنه اتفاقية يوقع عليها مديرو التعاون ويحدد فيها العمل المطلوب تنفيذه ويخصص له المبالغ اللازمة لدى اللجنة من اموال ويجوز ان تحتوى اتفاقية المشروع على مسائل اخرى وفقا لما يرغبه الطرفان .

٢ـ وعلى اثر الانتهاء من جزء ملموس من اى مشروع تعد مذكرة ختامية يوقع عليها مديرو التعاون وتدرج بالمذكرة بيان بالاعمال التى تمت والاهداف التى قصد تحقيقها والمصاريف التى انفقت والصعوبات التى ووجهت وامكن تذليلها وكذلك البيانات الاساسية عن المشروع .

٣ـ يقوم مديرو التعاون بالاشتراك فيما بينهم باختيار الاخصائيين والفنيين وغيرهم المرغوب فى ايفادهم للتدريب فى الولايات المتحدة الامريكية او غيرها من البلاد على حساب الهيئة تطبيقا لهذا البرنامج وكذلك اختيار الاعمال التى يتدربون عليها .

٤ـ يقوم مديرو التعاون بالاشتراك فيما بينهم بتحديد السياسة العامة للادارة والاجراءات الادارية

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ويجوز للوزير والمديران يتفقا فيما بعد فى اتفاقات مشروعات او تعديلات لهذه الاتفاقية على ايداع جزء من هذا المبلغ نقدا لحساب اللجنة على اقساط يتفق عليها . اما فيما يختص بما قد يتبقى من قيمة مساهمة الولايات المتحدة الامريكية فى هذا البرنامج التعاونى فانه يظل بالولايات المتحدة الامريكية لمواجهة اية مدفوعات خارج مصر بالدولارات الامريكية والمبالغ المستخدمة فى سداد مثل هذه المدفوعات حين صرفها وفقا لما اتفق عليه الوزير والمدير — تعتبر كأنها مودعة لحساب اللجنة .

٣ — ابتداء من تاريخ بدء تنفيذ هذه الاتفاقية حتى يوم ٣٠ يونية سنة ١٩٥٣ بما فيه هذا اليوم تساهم الحكومة المصرية فى قيام اللجنة بتنفيذ هذا البرنامج التعاونى — بالاعتمادات المالية والفنيين والتسهيلات والتوريدات المحلية والمواد والمهمات والعمال ووسائل النقل وغيرها من المساعدات والخدمات — بما يوازى على الاقل قيمة ما تساهم به حكومة الولايات المتحدة الامريكية .

وتكون هذه المساهمة طبقا لما يتفق عليه المديران المتعاونان فى اتفاقات المشروعات المبرمة بموجب هذه الاتفاقية ووفقا لاحكام المادة الثامنة .

٤ — يجوز للطرفين فيما بعد ان يتفقا كتابة على مقدار المبالغ والمساعدات الاخرى التى يرغبان فى المساهمة بها واعدادها من كل سنة تالية لاستخدامها فى تنفيذ البرنامج خلال المدة من ٣٠ يونيه سنة ١٩٥٣ لغاية نهاية (٣١ ديسمبر سنة ١٩٦٠) .

٥ — المبالغ المودعة من قبل حكومة الولايات المتحدة الامريكية لحساب الهيئة تكون قابلة للتحويل الى عملة مصرية على اساس قيمة الجنيه المصرى بالسعر المتفق عليه مع صندوق النقد الدولى المعمول به عند كل تحويل وبشرط ان تعادل هذه القيمة سعر الشراء للدولار فى المعاملات التجارية فى مصر .

فاذا لم يكن هناك اسعار متفق عليها او اذا كان هناك سعران او اكثر سارية المفعول وليست غير قانونية لشراء الدولارات فان الاسعار التى يجب الاخذ بها انما هى الاسعار التى تتفق عليها الحكومتان على الا تقل عن الاسعار السارية (بما فى ذلك مقدار الضريبة المفروضة على عمليات التحويل والضريبة الاضافية والفوائد وقيمة شهادات التحويل) التى تكون وقت التحويل نافذة لمشترى الدولارات المودعة لحساب اللجنة والمخصصة لتنفيذ هذه الاغراض .

٦ — لا يجوز سحب اى مبلغ من الاموال المودعة لحساب اللجنة لاى غرض كان الا بمقتضى شيك او امر صرف صالح موقع عليه من كل من مديرى اللجنة المتعاونين وعلى المديرين ان ينصا فى اتفاق الايداع لدى اى مصرف من المصارف على وجوب التزام المصرف ان يرد للجنة المبالغ التى يصرفها بغير شيك او امر صرف موقع عليه من المديرين او من ينوب عنهما .

يمكن الاستعانة بهم بمقتضى اتفاقيات اخرى مع الحكومة المصرية هؤلاء جميعا يكونون البعثة الفنية للادارة فى مصر . ويرأس هذه البعثة الفنية مدير التعاون الفنى (المشار اليه فيما يلى بالمدير) وتعين حكومة الولايات المتحدة الامريكية مدير واعضاء البعثة الفنية . على انه يشترط الحصول على موافقة الحكومة المصرية على الاعضاء الفنيين المرسلين من قبل الولايات المتحدة للقيام بالاعمال الخاصة بهذا البرنامج .

المادة الخامسة — اللجنة المشتركة

يتكون بمقتضى هذا الاتفاق لجنة مصرية امريكية مشتركة لتنمية الزراعة والغابات ومصايد الاسماك (المشار اليه فيما يلى بكلمة "اللجنة") وتكون مهمة هذه اللجنة تنسيق وادارة هذا البرنامج التعاونى طبقا لأحكام هذه الاتفاقية ويكون وزيرا الزراعة والحربية والبحرية (المشار اليهما فيما يلى بكلمة "الوزير") او من ينوب عنهما والمدير او من ينوب عنه مديرين متعاونين للجنة وتودع اموال اللجنة بالمصرف او المصارف التى يقع عليها اختيار المديرين المتعاونين ويقتصر الصرف منها على اغراض هذه الاتفاقية .

المادة السادسة — تمويل البرنامج

يساهم الطرفان ويقدمان فى الحدود المنصوص عليها فيما بعد الاموال الخاصة بتنفيذ البرنامج مدة سريان هذه الاتفاقية وفقا للأوضاع الاتية :

١ — تقوم حكومة الولايات المتحدة الامريكية فى خلال المدة من تاريخ بدء تنفيذ هذه الاتفاقية وحتى ٣٠ يونيه سنة ١٩٥٣ باعداد المبالغ اللازمة لدفع المرتبات والمصروفات الاخرى الخاصة باعضاء البعثة الفنية وكذلك المصروفات الادارية التى قد تتحملها حكومة الولايات المتحدة الامريكية بصدد هذا البرنامج التعاونى . وتتصرف الادارة فى هذه الاموال التى لا تودع لحساب الهيئة .

٢ — وفضلا عن ذلك فان خلال المدة من تاريخ بدء تنفيذ الاتفاق حتى ٣٠ يونيه سنة ١٩٥٣ تضع حكومة الولايات المتحدة الامريكية ٧٦٩٫٠٠٠ دولار تحت تصرف اللجنة لاستخدامه فى هذا البرنامج التعاونى وقد اتفق الطرفان على انه بصفة مبدئية يبقى هذا المبلغ فى الولايات المتحدة الامريكية .

١ـ دراسة احتياجات مصر فى ميادين الزراعة والغابات ومصايد الاسماك والموارد المتوافره لمواجهة هذه الاحتياجات .

٢ـ وضع برنامج يكفل مواجهة هذه الاحتياجات والاستمرار فى تطبيقه .

٣ـ البدء بالعمل فى نواحى النشاط الخاصة بالزراعة والغابات ومصايد الاسماك وادارتهـا من بحث واجراء تجارب وخدمات ارشادية لتشجيع المصريين على انتهاج النتائـج الثابته للبحوث والتدريب على نطاق واسع ورفع الانتاج وتحقيق اقصى فائدة منه .

أ) ففى ميدان الزراعة يمكن ان يتضمن هذا البرنامج مشروعات لمعاونة وزارة الزراعة فى انمـاء الانتاج الزراعى على الوجه التالى :

١) الارشـاد والبحث الزراعى .

٢) انتاج الحاصلات عن طـريق تحسين وسائل اكثار البذور وتوزيعها ومقاومة الآفـات والامراض النباتية .

٣) الانتاج الحيوانى بادخال سلالات جديدة وتحسين وسائل التربة مع العناية التامة بصحة الحيوان ومقاومة امراضه .

٤) دراسة حصر الاراضى وملوحتها والمقننات المائية .

٥) تجارب استخدام الالات الزراعية الميكانيكية والتوسع فى استعمالها .

ب) وفى ميدان الغابات يمكن ان يتضمن هذا البرنامج مشروعات تهدف الى زيادة الانتاج بحاصلات الغابات الحالية وزراعة الاراضى باكثر حاصلات الغابات صلاحية من الناحية الاقتصادية .

جـ) وفى ميدان مصايد الاسماك يمكن ان يتضمن البرنامج المشروعات التى تؤدى الى اسـتغلال الموارد الحالية اقصى استغلال وتنمية موارد الاسماك فى المياة العذبة والمالحة والعمل على اكثار الاسماك وتحسين وسائل استغلالها .

٤ـ نواحى التدريب المتصلة بهذه الميادين فى داخل مصر وخارجها .

٥ـ المشروعات الاخرى التى تدخل فى نطـاق هذه الاتفاقيـة واهدافهـا مما يتفق عليه الطـرفان .

المادة الرابعـة ـ البعثة الفنية

توافق الادارة على ان تهيأ مجموعة من الفنيين والاخصائيين للتعاون فى تنفيذ هذا البرنامج التعاونى . والفنيون والاخصائيون الذين توفرهم الادارة بمقتضى هذا الاتفاق وكذا أولئك الذيـن

60602 O - 56(Part 2) - 20

اتفاقيـــــــة
بين حكومة الولايات المتحدة الامريكية والحكومة المصـــرية
خاصة ببرنامج للزراعة والغابات ومصايـد الأســـماك

اتفقت حكومة الولايات المتحدة الامريكية والحكومة المصرية على ما يأتى :

المادة الاولى ـ هيئات التنفيـذ

طبقا للاتفاقية العامة للتعاون الفنى المبرمة بين الحكومتين فى ٥ مايو سنة ١٩٥١ يبدأ بمصر برنامج للتعاون الفنى فى ميادين الزراعة والغابات ومصايد الاسماك .

تقوم بالالتزامات المنوه عنها والتى تتعهد الحكومة المصرية بالقيام بها كل من وزارة الزراعـــة والحربية والبحرية (المشار اليها فيما بعد بكلمة "الوزارة") .

أما الالتزامات التى تتعهد بالقيام بها حكومة الولايات المتحدة الامريكية فتقوم بها ادارة التعاون الفنى (المشار اليها فيما بعد بكلمة "الادارة") وهى احدى وكالات حكومة الولايات المتحدة .

وتشترك كل من الوزارة نيابة عن الحكومة المصرية والادارة نيابة عن حكومة الولايات المتحـــدة الامريكية فى جميع مراحل وضع هذا البرنامج التعاونى وادارته على ان تسرى احكام الاتفاقية العامـــة للتعاون الفنى المشار اليها آنفا على هذه الاتفاقية بجميع نواحى النشاط التى تشملها .

المادة الثانيـة ـ الاهـبـداف

أهداف هذا البرنامج هى :

١ـ تيسير الانعاش الاقتصادى فى مصر فى ميادين الزراعة والغابات ومصايد الاسماك من طريـــق التعاون المشترك من جانب الحكومتين .

٢ـ تشجيع وزيادة تبادل المعرفة والخبرة والمهارة الفنية وتنميتها بين البلدين فى هذه الميادين .

٣ـ تنمية وتوثيق روح التفاهـم وحسن النية بين شعبى مصر والولايات المتحدة الامريكية .

المادة الثالثة ـ ميادين النشاط

يتضمن هذا البرنامج التعاونى ما قد يبرم بين الطرفين من وقت لآخر من اتفاقات تختـــص بمشروعات معينة فى نواحى النشاط التالية :

TECHNICAL COOPERATION

TIAS 2841
June 18, 1953

Program of Education

Agreement between the
UNITED STATES OF AMERICA
and EGYPT

- Signed at Cairo June 18, 1953
- Entered into force June 18, 1953

AGREEMENT FOR A COOPERATIVE PROGRAM IN THE FIELD OF EDUCATION BETWEEN THE GOVERNMENT OF EGYPT AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

The Government of Egypt and the Government of the United States of America have agreed as follows:

ARTICLE I. THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two governments on May 5, 1951, [1] a cooperative program in the field of Education shall be initiated in Egypt.

The obligations assumed herein by the Government of Egypt will be performed by the Ministry of Education (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by the Technical Cooperation Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America.

The Ministry, on behalf of the Government of Egypt, and the Administration, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of this cooperative program. This agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation.

ARTICLE II. OBJECTIVES

The objectives of this program are:

1. To enable the Egyptian Government to obtain such aid as it may need in the development and execution of its educational program;
2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of education;
3. To promote and strengthen understanding and goodwill between the people of Egypt and the United States of America.

[1] Treaties and Other International Acts Series 2479; 3 UST, pt. 2, p. 2960.

Article III. Field of Activities

This cooperative program will include to the extent that the parties from time to time agree upon in specific project agreements, activities of the following types:

1. The initiation of such studies of the needs of Egypt in the field of education as the parties may agree upon and studies of the resources available to meet such needs;
2. The formulation and continuous adaptation of a program to help meet such needs;
3. The initiation and promotion of activities, such as the establishment and operation of rural teacher training centers; the development of functional, instructional materials, particularly in the field of visual education; the establishment and operation of vocational training schools and the establishment and operation of a school building research center to investigate the needs for school buildings, the most suitable design of buildings, the cost of materials, construction techniques and related problems; and, such other projects in the field of education as the parties may agree upon;
4. The development of related research and training activities both within and outside of Egypt;
5. Other projects within the scope and objectives of the agreement as mutually agreed upon.

Article IV. The Technical Mission

The Administration agrees to furnish a group of technicians and specialists to collaborate in carrying out this cooperative program. The technicians and specialists made available by the Administration under this agreement, together with those so made available under other program agreements with the Government of Egypt, will constitute the Technical Mission of the Administration in Egypt. This technical mission is headed by a Director of Technical Cooperation (hereinafter referred to as the "Director"). The Director and other members of the technical mission shall be appointed by the Government of the United States of America. Technicians sent from the United States to work on this program shall be subject to acceptance by the Government of Egypt.

Article V. Joint Committee

There is hereby established as an agency of the Government of Egypt the Egyptian-American Joint Committee for Education (hereinafter referred to as the "Committee"). The Committee shall

coordinate and direct the cooperative program for education in accordance with the provisions of this agreement. The Minister of Education (hereinafter referred to as the "Minister") or his designee and the Director or his designee shall serve as Co-Directors of the Committee. The funds of the Committee may be maintained in such bank or banks as the Co-Directors shall select and shall be available only for the purposes of this agreement.

ARTICLE VI. PROGRAM FINANCING

The parties hereto shall contribute and make available to the extent provided below, funds and other contributions for use in carrying out the program during the period covered by this agreement, in accordance with the following schedules:

1. The Government of the United States of America during the period from date of entry into force of this agreement to and including June 30, 1953, shall make available the funds necessary to pay the salaries and other expenses of the members of the technical mission, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this Cooperative Program. These funds shall be administered by the Administration and shall not be deposited to the credit of the Committee.

2. In addition, for the period from the date of entry into force of this agreement through June 30, 1953, the Government of the United States of America shall make available to the Committee for use in the cooperative program, the sum of $260,000 (two hundred and sixty thousand dollars) which shall include expenditures to date on activities covered by this agreement. The parties hereto agree that initially this sum shall be held in the United States of America. The Minister and the Director may hereafter agree, in project agreements or amendments thereto, to the deposit in cash of any part of such sum to the credit of the Committee in such installments as they may agree upon. The remainder, if any, of the United States contribution to this cooperative program shall continue to be held in the United States of America to meet payments to be made outside of Egypt in United States dollars. The amounts used for such payments, when expended as agreed upon by the Minister and the Director shall be considered as if deposited to the credit of the Committee.

3. The Government of Egypt from the date of entry into force of this agreement to and including June 30, 1953, shall contribute to the Committee for the purpose of carrying out this cooperative program funds, technicians, facilities, local supplies, materials,

equipment, labour, transportation and/or other services, or assistance, to a minimum value equal to the contribution of the Government of the United States of America. These contributions shall be made as agreed upon by the Co-Directors as set forth in each project agreement under this Cooperative Program in accordance with the provisions of Article VIII.

4. The parties may later agree in writing upon the amount of funds and/or other contributions they wish to contribute and make available each subsequent year for use in carrying out the program during the period from June 30, 1953, to and including December 31, 1960.

5. Funds deposited by the Government of the United States of America to the credit of the Committee shall be convertible into Egyptian pounds at the par value for the Egyptian pound agreed with the International Monetary Fund in effect at the time of each conversion, provided that this par value is the same rate applicable to the purchase of dollars for commercial transactions in Egypt. If there is no such agreed par value or if there are two or more effective rates that are not unlawful for the purchase of dollars, the rates used shall be the rates agreed upon by the two Governments, but not less than the effective rates (including the amount of exchange tax, surcharge, bonus, or value of any exchange certificate) which, at the time of conversion are applicable to the purchase of dollars for the respective purposes for which the dollars deposited to the credit of the Committee are to be used.

6. No funds deposited to the Committee's account shall be withdrawn except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Committee, or their respectively designated representatives. The Co-Directors shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to the Committee any moneys which it shall pay out from the funds of the Committee on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors or their designees.

Article VII. Additional Contributions

The projects to be undertaken under this agreement may include cooperation with other governmental agencies of Egypt, and the Government of Egypt shall make available the general assistance of such agencies for carrying out these projects. Cooperation under this agreement also may be undertaken with other organizations of either public or private character, and with international organizations of

which the United States of America and Egypt are members. By agreement between the Co-Directors, contributions of funds, property, services or facilities by either or both parties, may be accepted and deposited to the credit of the Committee for use in effectuating projects in education under the terms of this agreement in addition to the funds, property, services, and facilities required to be contributed under Article VI.

ARTICLE VIII. PROJECT OPERATIONS

1. The cooperative program of education herein provided for shall consist of a series of projects to be jointly planned and administered by the Co-Directors of the Committee. Each project shall be embodied in a written project agreement which shall be signed by the Co-Directors, shall define the work to be done, shall make allocations of funds therefor from moneys available to the Committee, and may contain such other matters as the parties may desire to include.

2. Upon completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and resolved, and related basic data.

3. The selection of specialists, technicians and others in the field of education to be sent for training to the United States of America or elsewhere pursuant to this cooperative program, as well as the training activities in which they shall participate, shall be determined jointly by the Co-Directors.

4. The general policies and administrative procedures that are to govern this cooperative program shall be determined jointly by the Co-Directors.

5. All contracts and other instruments and documents relating to the execution of projects under this agreement shall be executed in the name of the Committee and shall be signed by the two Co-Directors. The books and records of the Committee relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of Egypt and the Government of the United States of America. The Co-Directors of the Committee shall render an annual report of their activities to the two Governments, and other reports at such intervals as may be appropriate.

6. Any power conferred by this agreement upon the Co-Directors may be delegated by either of them to any of his respective assistants, provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of the Co-Directors to refer any matter directly to one another for discussion and decision.

Article IX. Additional Fiscal Provisions

1. All funds deposited to the credit of the Committee pursuant to this agreement shall continue to be available for the program of education during the existence of this agreement, without regard to annual periods or fiscal years of either of the parties.

2. All materials, equipment and supplies ownership of which is acquired for the cooperative program shall become the property of the Committee and shall be used only in the furtherance of this agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Government of Egypt for further use by the Ministry having jurisdiction over the activity for which such materials, equipment, and supplies were originally acquired.

3. Any interest which may be received on funds of the Committee and any other increment of assets of the Committee of whatever nature or source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either Government.

4. Any funds of the Committee which remain unexpended and unobligated on the termination of this agreement shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made by the Government of the United States of America and the Government of Egypt under this agreement, as it may be from time to time amended and extended.

5. The two Governments will establish procedures whereby the Government of Egypt will so deposit, segregate or assure title to all funds allocated to or derived from any program involving contribution by the Government of the United States of America, that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of Egypt is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

Article X. Rights and Exemptions

1. All contract employees who are citizens of the United States of America employed under contracts entered into by the Committee to assist in carrying out this cooperative program shall receive the same rights, privileges and exemptions as accorded employees of the Government of the United States of America under the terms of the General Agreement for Technical Cooperation referred to in Article I herein. At suitable intervals the Ambassador of the United States of

America to Egypt shall furnish to the Minister for Foreign Affairs of Egypt the names of the personnel to whom the provisions of this paragraph are applicable.

2. Supplies, equipment and materials purchased by the Committee or contributed to the Committee by the Government of the United States of America either directly or by contract with a public or private organization, shall be admitted into Egypt free of any customs and import duties.

ARTICLE XI. LEGISLATIVE AND EXECUTIVE ACTION

The Government of Egypt will endeavor to obtain the enactment of such legislation or decrees and will take such executive action as may be required to carry out the terms of this agreement.

ARTICLE XII. ENTRY INTO FORCE AND DURATION

This agreement may be referred to as the "Education Program Agreement". It shall enter into force on the date that it is signed and shall remain in force to and including December 31, 1960, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this agreement for the period from June 30, 1953, to and including December 31, 1960, shall be subject to the availability of appropriation to both parties for the purposes of the program and to further the agreement of the parties pursuant to Article VI, paragraph 4 hereof.

DONE in duplicate, in the English and Arabic languages, at Cairo, this eighteenth day of June, 1953.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JEFFERSON CAFFERY
ERWIN C. HANNUM

FOR THE GOVERNMENT OF EGYPT:

M. FAWZI
ISMAIL M. AL KABBANI

— • —

أو زيادة من وقت لآخر — هذا مالم يتفق الطرفان كتابة على غير ذلك •

٥) تتخذ الحكومتان الاجراءات التى بمقتضاها تودع الحكومة المصرية وتعزل وتضمن جميع المبالغ المخصصة أو المتفرعة عن تنفيذ البرامج التى تتضمن اشتراك حكومة الولايات المتحدة بالاموال لكى تضمن عدم خضوع هذه الاموال للحجز أو المصادرة أو التعطيل أو المقاضاة من اية مؤسسة أو وكالة أو هيئة أو منظمة أو أية حكومة وذلك عندما تشير حكومة الولايات المتحدة الأمريكية على الحكومة المصرية بأن مثل هذا الاجراء سيكون من شأنه أن يعرقل تحقيق أهداف هذا البرنامج •

المادة العاشرة — الحقوق والاعفاءات :

١) جميع الموظفين من رعايا الولايات المتحدة الأمريكية المعينين بعقود مبرمة مع اللجنة للمساعدة فى تنفيذ هذا البرنامج التعاونى يكون لهم نفس الحقوق والامتيازات والاعفاءات الممنوحة لموظفى حكومة الولايات المتحدة طبقا لاحكام الاتفاق العام الخاص بالتعاون الفنى المشار اليه فى المادة الأولى من هذه الاتفاقية • ويقدم سفير الولايات المتحدة الأمريكية فى مصر لوزير الخارجية المصرية أسماء من تنطبق عليهم أحكام هذه الفقرة ، كلما دعت الضرورة الى ذلك •

٢) جميع التوريدات والاجهزة والمعدات المشتراه بمعرفة اللجنة والتى تقدمها حكومة الولايات المتحدة الى اللجنة سواء كان ذلك مباشرة أو بمقتضى عقد مبرم مع هيئة عامة أو خاصة تعفى من كافة الضرائب الجمركية أو رسوم الاستيراد عند دخولها لمصر •

المادة الحادية عشرة — الاجراءات التشريعية والتنفيذية :

تتعهد الحكومة المصرية باصدار القوانين والمراسيم واتخاذ الاجراءات التنفيذية التى تكفل تنفيذ شروط هذه الاتفاقية •

المادة الثانية عشرة — تاريخ بدء السريان والتنفيذ :

يمكن الاشارة الى هذه الاتفاقية على أنها « اتفاقية برنامج التعليم » وتسرى اعتبارا من تاريخ التوقيع عليها وتبقى نافذة المفعول حتى نهاية يوم ٣١ ديسمبر سنة ١٩٦٠ أو حتى انتهاء ثلاث شهور من اخطار احدى الحكومتين للأخرى كتابة بعزمها على انهائها — أيهما أسبق — وذلك بشرط ان تكون التزامات الطرفين (بمقتضى هذه الاتفاقية خلال المدة من ٣٠ يونيه سنة ١٩٥٣ حتى نهاية يوم ٣١ ديسمبر سنة ١٩٦٠) داخلة فى حدود الامكانيات الموجودة لدى الطرفين على ذمة البرنامج للسير قدما بالاتفاقية طبقا للفقرة الرابعة من المادة السادسة السابق ذكرها •

تحرر من صورتين باللغتين الانجليزية والعربية بالقاهرة (مصر) فى اليوم الثامن عشر من شهر يونيه سنة ١٩٥٣ •

عن الحكومة المصرية

عن حكومة الولايات المتحدة الامريكية

وادارتها المديران المتعاونان للجنة • وكل مشروع على حدة يجب أن تتضمنه اتفاقية يوقع عليهـــا المديران المتعاونان ويحدد فيها العمل المطلوب تنفيذه وتخصص له المبالغ اللازمة مما لدى اللجنة من أموال ويجوز أن تحتوى اتفاقية المشروع على مسائل اخرى وفقا لما يرغب الطرفان •

٢) وعلى أثر الانتهاء من أى مشروع تعد مذكرة ختامية يوقع عليها المديران المتعاونان ويدرج بالمذكرة بيان بالاعمال التى تمت والاهداف التى قصد تحقيقها والمصاريف التى أنفقت والصعوبات الـــتى ووجهت وأمكن تذليلها وكذلك البيانات الاساسية عن المشروع •

٣) يقوم المديران المتعاونان بالاشتراك فيما بينهما باختيار الاخصائيين والفنيين وغيرهم ممن يرغـــب فى ايفادهم للتدريب فى الولايات المتحدة الامريكية أو غيرها من البلاد تطبيقا لهذا البرنامـــج وكذلك اختيار الاعمال التى يتدربون عليها •

٤) يقوم المديران المتعاونان بالاشتراك فيما بينهما بتحديد السياسة العامة والاجـراءات الادارية التى تسرى على برنامج التعاون •

٥) جميع العقود والوثائق الاخرى الخاصة بتنفيذ المشروعات بمقتضى هذا الاتفاق تنفذ باسم اللجنـة وتكون ممضاة من المديرين المتعاونين • ويجب أن تكون دفاتر اللجنة وسجلاتها الخاصة ببرنامـــج التعاون خاضعة دائما لتفتيش المندوبين المعتمدين من كل من حكومتى مصر والولايات المتحـــدة الامريكيـــة •

وعلى مديرى اللجنة أن يقدما تقريرا سنويا للحكومتين يبينان فيه مدى نشاطهما كمـــا ان عليهما تقديم تقارير أخرى كلما دعت الضرورة الى ذلك •

٦) لكل من المديرين المتعاونين الحق فى أن يخول لمساعديه السلطة الممنوحة له بمقتضـــى هـــذا الاتفاق بشرط أن يوافق المدير الآخر على مثل هذا التوكيل •

وهذا التوكيل لا يحد من حق المديرين فى أن يحول أحدهما أية مسألة من المسائل علـــى المدير الآخر مباشرة لمناقشتها أو اتخاذ قرار نهائى بشأنها •

المادة التاسعة — احكام مالية اضافية :

١) جميع المبالغ المودعة لحساب اللجنة بمقتضى هذا الاتفاق تبقى مخصصة لبرنامج التعليم طول مـــدة سريان هذا العقد بصرف النظر عن السنوات أو الفترات المالية الخاصة بالطرفين •

٢) جميع المواد والادوات والتوريدات التى آلت ملكيتها لحساب هذا البرنامج التعاونى تصبح ملكا للجنة ولا تستخدم الا لتنفيذ هذه الاتفاقية • وجميع المواد والادوات والتوريدات التى تبقى بعد اتمـــام البرنامج التعاونى تكون تحت تصرف حكومة مصر لتستخدمها الوزارة المهيمنة على نواحى النشاط الـــتى كانت تستعمل فيها هذه المعدات والمهمات والتوريدات فى الاصل •

٣) جميع الفوائد التى تحصل على المبالغ الخاصة باللجنة وكذلك أية زيادة أخرى فى ممتلكات اللجنـــة مهما كانت طبيعة مصدرها تخصص لتنفيذ البرنامج التعاونى ولا تخصم من قيمة المساهمة الواجبـــة على احدى الحكومتـــين •

٤) جميع أرصدة اللجنة التى تبقى بدون صرف وبدون اى تخصيص لمواجهة أى التزامات عند انتهاء العمل ببرنامج التعاون — يجب أن ترد الى الطرفين وذلك بنسبة قيمة مساهمة كل مـــن حكـومتـــــى الـولايـات المتحـدة الامريكيـــة ومصـر بمقتضـى هذا الاتفاق وما قد يحدث فيه من تعديل

٣) ابتداء من تاريخ بدء تنفيذ هذه الاتفاقية حتى يوم ٣٠ يونيه سنة ١٩٥٣ بما فيه هذا اليوم تساهم الحكومة المصرية فى قيام اللجنة بتنفيذ هذا البرنامج التعاونى — بالاعتمادات المالية والفنيين والتسهيلات والتوريدات المحلية والمواد والمهمات والعمال ووسائل النقل وغيرها من المساعدات والخدمات — بما يوازى على الأقل قيمة ما تساهم به حكومة الولايات المتحدة الامريكية.

وتكون هذه المساهمة طبقا لما يتفق عليه المديران المتعاونان فى اتفاقات المشروعات المبرمة بموجب هذه الاتفاقية ووفقا لاحكام المادة الثامنة.

٤) يجوز للطرفين فيما بعد أن يتفقا كتابة على مقدار المبالغ والمساعدات الأخرى التى يرغبان فى المساهمة بها واعدادها عن كل سنة تالية لاستخدامها فى تنفيذ البرنامج خلال المدة من ٣٠ يونيه سنة ١٩٥٣ لغاية ٣١ ديسمبر سنة ١٩٦٠ بما فيها اليوم الاخير.

٥) المبالغ المودعة من قبل حكومة الولايات المتحدة الامريكية لحساب الهيئة تكون قابلة للتحويل الى عملة مصرية على أساس قيمة الجنيه المصرى بالسعر المتفق عليه مع صندوق النقد الدولى والمعمول به عند كل تحويل، بشرط أن تعادل هذه القيمة سعر الشراء للدولار فى المعاملات التجارية فى مصر. فاذا لم يكن هناك اسعار متفق عليها، واذا كان هناك سعران أو أكثر لشراء الدولارات، سارية المفعول وكلها قانونية، فان الأسعار التى يجب الاخذ بها هى الاسعار التى تتفق عليها الحكومتان بشرط ألا تقل عن الأسعار السارية التى تكون نافذة وقت التحويل لشترى الدولارات المودعة لحساب اللجنة، والمخصصة لتنفيذ هذه الاغراض (بما فى ذلك مقدار الضريبة المفروضة على عمليات التحويل، والضريبة الاضافية، والفوائد، وقيمة شهادات التحويل.)

٦) لا يجوز سحب أى مبلغ من الاموال المودعة لحساب اللجنة الا بمقتضى شيك أو أمر صرف واف بالغرض، موقع عليه من كل من مديرى اللجنة المتعاونين، أو من يمثلهما. وعلى المديرين أن ينصا فى اتفاق الايداع لدى أى مصرف من المصارف على أن المصرف ملزم بأن يرد للجنة كل مبلغ يصرف بغير شيك أو أمر صرف موقع عليه من المديرين أو من ينوب عنهما.

المادة السابعة — مساهمات اضافية:

يجوز أن تتضمن المشروعات التى تتناولها هذه الاتفاقية التعاون مع الهيئات الحكومية الاخرى بمصر، على أن تعمل الحكومة المصرية على تيسير قيام هذه الهيئات بأداء المساعدات العامة التى تطلب منها لتنفيذ هذه المشروعات.

ويمكن أن يشمل التعاون بمقتضى هذه الاتفاقية الهيئات الاخرى العامة أو الخاصة والهيئات الدولية التى تشترك فى عضويتها الولايات المتحدة الامريكية بمصر.

وبناء على اتفاق المديرين المتعاونين يمكن قبول وايداع المساهمة بالاعتمادات والمعدات والخدمات والتسهيلات من أحد الطرفين أو كليهما لحساب اللجنة لاستخدامها فى تنفيذ المشروعات التعليمية وفقا لنصوص هذه الاتفاقية، علاوة على الاعتمادات والمعدات والخدمات والتسهيلات المطلوب المساهمة فيها بموجب المادة السادسة.

المادة الثامنة — عمليات تنفيذ المشروعات:

١) يتكون برنامج التعاون المنصوص عليه بهذه الاتفاقية من سلسلة من المشروعات يشرف على تصميمها

٥) المشروعات الاخرى التى تدخل فى نطاق هذه الاتفاقية وأهدافها مما يتفق عليه الطرفان •

المادة الرابعة — البعثة الفنية :

توافق الادارة على أن تزود هذه البعثة بطائفة من الفنيين والاخصائيين للتعاون فى تنفيذ هذا البرنامج • وتتألف البعثة الفنية للادارة فى مصر من هؤلاء الفنيين والاخصائيين الذين توفدهم الادارة بمقتضى هذه الاتفاقية بالاشتراك مع أولئك الذين يمكن الانتفاع بهم بمقتضى اتفاقيات اخرى تعقد مع الحكومة المصرية ويرأس هذه البعثة الفنية مدير التعاون الفنى (ويشار اليه فيما يلى « بالمدير ») • وحكومة الولايات المتحدة الأمريكية هى التى تعين مدير البعثة الفنية وأعضاءها على أنه يشترط الحصول على موافقة الحكومة المصرية على الأعضاء الفنيين الذين تبعث بهم الولايات المتحدة الى مصر للقيام بالاعمال التى يتطلبها هذا البرنامج •

المادة الخامسة — اللجنة المشتركة :

تتألف بمقتضى هذا الاتفاق لجنة مصرية امريكية مشتركة للتعليم تنوب عن الحكومة المصرية (ويشار اليها فيما يلى بكلمة « اللجنة ») وتكون مهمة هذه اللجنة تنسيق هذا البرنامج التعاونى وادارته للتعليم طبقا لاحكام هذه الاتفاقية ويكون وزير المعارف (ويشار اليه فيما يلى بكلمة « الوزير ») أو من ينوب عنه والمدير أو من ينوب عنه مديرين متعاونين للجنة • وتودع أموال اللجنة فى المصرف أو المصارف التى يقع عليها اختيار المديرين المتعاونين ويقتصر الصرف منها على أغراض هذه الاتفاقية •

المادة السادسة — تمويل البرنامج :

يساهم الطرفان ويقدمان فى الحدود المنصوص عليها فيما بعد الأموال الخاصة بتنفيذ البرنامج مدة سريان هذه الاتفاقية وفقا للأوضاع الآتية :

١) تقوم حكومة الولايات المتحدة الامريكية فى خلال المدة من تاريخ بدء تنفيذ هذه الاتفاقية حتى ٣٠ يونيه سنة ١٩٥٣ بما فيها هذا اليوم واعداد المبالغ اللازمة لدفع المرتبات والمصروفات الاخرى الخاصة بأعضاء البعثة الفنية وكذلك المصروفات الادارية التى قد تتحملها حكومة الولايات المتحدة الامريكية فيما يتصل بهذا البرنامج التعاونى • وتتصرف الادارة فى هذه الاموال التى لا تودع لحساب الهيئة •

٢) وفضلا عن ذلك فان حكومة الولايات المتحدة الأمريكية تضع فى خلال المدة من تاريخ بدء تنفيذ الاتفاق حتى ٣٠ يونيه سنة ١٩٥٣ تحت تصرف اللجنة مبلغ ٢٦٠٫٠٠٠ دولار لاستخدامه فى هذا البرنامج التعاونى • وقد اتفق الطرفان على أنه بصفة مبدئية يبقى هذا المبلغ فى الولايات المتحدة الامريكية • ويجوز للوزير والمدير أن يتفقا فيما بعد فى اتفاقات مشروعات أو تعديلات لهذه الاتفاقية على ايداع جزء من هذا المبلغ نقدا لحساب اللجنة على اقساط يتفق عليها • اما فيما يختص بما قد يتبقى من قيمة مساهمة الولايات المتحدة الأمريكية فى هذا البرنامج التعاونى فانه يظل بالولايات المتحدة الامريكية لمواجهة أية مدفوعات خارج مصر بالدولارات الامريكية • والمبالغ المستخدمة فى سداد مثل هذه المدفوعات حين صرفها — وفقا لما اتفق عليه الوزير والمدير — تعتبر كأنها مودعة لحساب اللجنة •

اتفـــاقيـــة
بين الحكومة المصرية وحكومة الولايات المتحدة الأمريكية
خاصة ببرنامج للتعاون فى ميدان التعليم

اتفقت حكومة الولايات المتحدة الأمريكية والحكومة المصرية على ما يأتى :

المادة الأولى ـ هيئات التنفيـذ

طبقا للاتفاقية العامة للتعاون الفنى المبرمة بين الحكومتين فى ٥ مايو سنة ١٩٥١ يبدأ بمصر برنامج للتعاون فى ميدان التعليم •

تقوم وزارة المعارف المصرية (المشار اليها فيما بعد بكلمة « الوزارة ») بالالتزامات التى ترد فى هذه الاتفاقية والتى تتعهد الحكومة المصرية بالقيام بها •

وتقوم ادارة التعاون الفنى (المشار اليها فيما بعد بكلمة « الادارة ») وهى احدى وكالات حكومة الولايات المتحدة بالالتزامات التى تتعهد حكومة الولايات المتحدة بالقيام بها •

وتشترك كل من الوزارة ـ نيابة عن الحكومة المصرية ـ والادارة ـ نيابة عن حكومة الولايات المتحدة الأمريكية ـ فى جميع مراحل وضع هذا البرنامج التعاونى وادارته ، على ان تسرى أحكام الاتفاقية العامة للتعاون الفنى المشار اليه آنفا على هذه الاتفاقية بجميع نواحى النشاط التى تشملها •

المادة الثانية ـ الأهـــداف :

أهداف هذا البرنامج هى :

١) أن ييسر للحكومة المصرية الحصول على المعونة التى تحتاجها للتوسع فى برنامجها التعليمى وللتمكن من تنفيـذه •

٢) تشجيع تبادل المعرفة والخبرة والمهارة الفنية فى ميدان التعليم بين البلدين وتنمية هذا التبادل •

٣) تنمية أسباب التفاهم وتوفير حسن النية بين شعبى مصر والولايات المتحدة •

المادة الثالثة ـ ميادين النشاط :

يتضمن هذا البرنامج التعاونى ما قد يكون بين الطرفين من وقت لاخر من اتفاقات تختص بمشروعات معينة فى نواحى النشاط التالية :

١) دراسة احتياجات مصر فى ميدان التعليم بحسب ما يتفق عليه الطرفان ودراسة الموارد المتيسرة لمواجهة هذه الاحتياجات •

٢) وضع برنامج يكفل مواجهة هذه الاحتياجات والاستمرار فى تطبيقه •

٣) البدء بالعمل وتنمية اسباب النهوض به كانشاء مراكز لتدريب معلمى المدارس الريفية ، والرقى بالأدوات التعليمية الوظيفية فى ميدان التعليم الذى يعتمد على وسائل الايضاح البصرية ، وانشاء مدارس مهنية وادارتها ، واقامة مركز لبحث ما تحتاج اليه المدارس من مبان واختيار أنسب تصميم لها وتقدير تكاليف مواد بنائها والجانب الفنى المتعلق بالبناء وما يتصل بذلك من مسائل وما الى هذا من مشروعات أخرى فى ميدان التعليم بحسب ما يتفق عليه الطرفان •

٤) زيادة الاهتمام بالأبحاث التى تتصل بهذه المواضيع ونواحى التدريب المتصلة بها فى مصر والخارج •

TIAS 2842
Mar. 12, 1953

TECHNICAL COOPERATION

Program for Public Works Development

Agreement between the
UNITED STATES OF AMERICA
and EGYPT

- Signed at Cairo March 12, 1953
- Entered into force March 12, 1953

AGREEMENT FOR A COOPERATIVE PROGRAM FOR PUBLIC WORKS DEVELOPMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF EGYPT

The Government of the United States of America and the Government of Egypt have agreed as follows:

ARTICLE I. THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two governments on 5 May 1951, [1] a cooperative program in the field of Public Works Development shall be initiated in Egypt.

The obligations assumed herein by the Government of Egypt will be performed by the Ministry of Public Works (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by Technical Cooperation Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America.

The Ministry, on behalf of the Government of Egypt, and the Administration, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of this cooperative program. This agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation.

ARTICLE II. OBJECTIVES

The objective of this program agreement is to assist in improving economic and social conditions in Egypt by facilitating the following activities:

a. Demonstrations of the possibilities of improved water conservation and management on existing cultivated land for increased agricultural production.

b. Aiding in the expansion of the cultivated area of Egypt.

[1] Treaties and Other International Acts Series 2479; 3 UST, pt. 2, p. 2960.

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c. Aiding in developing new sources of hydro-electric power, or such other natural resource developments as may be undertaken by the Ministry of Public Works.

ARTICLE III. FIELDS OF ACTIVITY

This cooperative program will include, to the extent that the parties hereto from time to time agree upon, operations of the following type:

a. Ground water surveys in various parts of Egypt to determine the extent, availability, and quality of new and present sources of underground water for well irrigation.

b. Demonstrations of the feasibility and practicability of well irrigation in Nile flood basin areas, desert fringe areas of the Nile Valley and Delta, and certain of the larger oases.

c. Improvements, developments, investigations or research in the various aspects of agricultural drainage and water distribution practices, including improving present irrigation practices and utilisation of existing water supplies and facilities for developing new land.

d. Preliminary appraisals and investigations of new water and power development possibilities which utilise natural resources, such as the Nile River, the Qattara Depression, or other features.

e. Assistance in inventory of land and water resources to provide proper bases for planning future developments.

f. Training, both within and outside Egypt, related to these fields of activity.

g. Other projects within the scope and objectives of this agreement as mutually agreed upon.

ARTICLE IV. THE TECHNICAL MISSION

The Administration agrees to furnish a group of technicians and specialists to collaborate in carrying out this cooperative program. The technicians and specialists made available by the Administration under this agreement, together with those so made available under other program agreements with the Government of Egypt, will constitute the Technical Mission of the Administration in Egypt. This technical mission is headed by a Director of Technical Cooperation (hereinafter referred to as the "Director"). The Director and other members of the technical mission shall be appointed by the Government of the United States of America. Technicians sent from the United States to work on this program shall be subject to acceptance by the Government of Egypt.

ARTICLE V. JOINT COMMITTEE

There is hereby established the Egyptian-American Joint Committee for Public Works Development (hereinafter referred to as the "Committee"). The Committee shall coordinate and direct the cooperative program for public works development in accordance with the provisions of this agreement. The Minister of Public Works (hereinafter referred to as the "Minister") or his designee and the Director or his designee shall serve as Co-Directors of the Committee. The funds of the Committee may be maintained in such bank or banks as the Co-Directors shall select and shall be available only for the purposes of this agreement.

ARTICLE VI. PROGRAM FINANCING

The parties hereto shall contribute and make available to the extent provided below, funds and other contributions for use in carrying out the program during the period covered by this Agreement, in accordance with the following schedules:

1. The Government of the United States of America during the period from date of entry into force of this Agreement to and including June 30, 1953, shall make available the funds necessary to pay the salaries and other expenses of the members of the technical mission, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this Cooperative Program. These funds shall be administered by the Administration and shall not be deposited to the credit of the Committee.

2. In addition, for the period from the date of entry into force of this agreement through June 30, 1953, the Government of the United States of America shall make available to the Committee for use in the cooperative program, the sum of $718,000. The parties hereto agree that initially this sum shall be held in the United States of America. The Minister and the Director may hereafter agree, in project agreements or amendments thereto, to the deposit in cash of any part of such sum to the credit of the Committee in such installments as they may agree upon. The remainder, if any, of the United States contribution to this cooperative program shall continue to be held in the United States of America to meet payments to be made outside of Egypt in United States dollars. The amounts used for such payments, when expended as agreed upon by the Minister and the Director, shall be considered as if deposited to the credit of the Committee.

3. The Government of Egypt from the date of entry into force of this agreement to and including June 30, 1953, shall contribute to the Committee for the purpose of carrying out this cooperative program, funds, technicians, facilities, local supplies, materials, equipment, labor, transportation and/or other services or assistance in an amount estimated to have a minimum total value equivalent to 80,000 Egyptian pounds. These contributions shall be made as the Minister and the Director shall agree upon in each project agreement under this Cooperative Program in accordance with the provisions of Article VIII.

4. The parties may later agree in writing upon the amount of funds and/or other contributions they wish to contribute and make available each subsequent year for use in carrying out the program during the period from June 30, 1953 to and including December 31, 1960.

5. Funds deposited by the Government of the United States of America to the credit of the Committee shall be convertible into Egyptian pounds at the par value for the Egyptian pound agreed with the International Monetary Fund in effect at the time of each conversion, provided that this par value is the same rate applicable to the purchase of dollars for commercial transactions in Egypt. If there is no such agreed par value or if there are two or more effective rates that are not unlawful for the purchase of dollars, the rates used shall be the rates agreed upon by the two Governments, but not less than the effective rates (including the amount of exchange tax, surcharge, bonus, or value of any exchange certificate) which, at the time of conversion are applicable to the purchase of dollars for the respective purposes for which the dollars deposited to the credit of the Committee are to be used.

6. No funds shall be withdrawn for the implementation of this cooperative program except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Committee or their respectively designated representatives. The Co-Directors shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to the Committee any moneys which it shall pay out from the funds of the Committee on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors or their designees.

Article VII. Additional Contributions

The projects to be undertaken under this Agreement may include cooperation with other governmental agencies of Egypt, and the

Government of Egypt shall make available the general assistance of such agencies for carrying out these projects. Cooperation under this Agreement also may be undertaken with other organisations of either public or private character, and with international organisations of which the United States of America and Egypt are members. By agreement between the Co-Directors, contributions of funds, property, services or facilities by either or both parties, may be accepted and deposited to the credit of the Committee for use in effectuating projects in public works development approved under the terms of this agreement in addition to the funds, property, services, and facilities required to be contributed under Article VI.

ARTICLE VIII. PROJECT OPERATIONS

1. The cooperative program of public works development herein provided for shall consist of a series of projects to be jointly planned and administered by the Co-Directors of the Committee. Each project shall be embodied in a written project agreement which shall be signed by the Co-Directors, shall define the work to be done, shall make allocations of funds therefor from moneys available to the Committee, and may contain such other matters as the parties may desire to include.

2. Upon completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and resolved, and related basic data.

3. The selection of specialists, technicians and others in the field of public works development to be sent for training to the United States of America or elsewhere pursuant to this cooperative program, as well as the training activities in which they shall participate, shall be determined jointly by the Co-Directors.

4. The general policies and administrative procedures that are to govern this cooperative program shall be determined jointly by the Co-Directors.

5. All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be executed in the name of the Committee and shall be signed by the two Co-Directors. The books and records of the Committee relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of Egypt and the Government of the United States of America. The Co-Directors of the Committee shall render an annual report of their activities to

the two Governments, and other reports at such intervals as may be appropriate.

6. Any power conferred by this Agreement upon the Co-Directors may be delegated by either of them to any of his respective assistants, provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of the Co-Directors to refer any matter directly to one another for discussion and decision.

ARTICLE IX. ADDITIONAL FISCAL PROVISIONS

1. All funds deposited to the credit of the Committee pursuant to this Agreement shall continue to be available for the program of public works development during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties, except that no funds deposited by the Government of the United States of America shall continue to be available for more than three years from the date of their deposit.

2. All materials, equipment and supplies ownership of which is acquired for the cooperative program shall become the property of the Committee and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Ministry of Public Works, Government of Egypt.

3. Any interest which may be received on funds of the Committee and any other increment of assets of the Committee of whatever nature or source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either Government.

4. Any funds of the Committee which remain unexpended and unobligated on the termination of this Public Works Development Agreement shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made by the Government of the United States of America and the Government of Egypt under this Agreement, as it may be from time to time amended and extended.

5. The two Governments will establish procedures whereby the Government of Egypt will so deposit, segregate or assure title to all funds allocated to or derived from this program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of Egypt is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

ARTICLE X. RIGHTS AND EXEMPTIONS

1. All contract employees who are citizens of the United States of America employed under contracts entered into by the Committee to assist in carrying out this cooperative program shall receive the same rights, privileges and exemptions as accorded employees of the Government of the United States of America under the terms of the General Agreement for Technical Cooperation referred to in Article I herein. At suitable intervals the Ambassador of the United States of America to Egypt shall furnish to the Minister of Foreign Affairs of Egypt the names of the personnel to whom the provisions of this paragraph are applicable.

2. Supplies, equipment and materials purchased by the Committee or contributed to the Committee by the Government of the United States of America, either directly or by contract with a public or private organization, shall be admitted into Egypt free of any customs and import duties.

ARTICLE XI. LEGISLATIVE AND EXECUTIVE ACTION

The Government of Egypt will endeavor to obtain the enactment of such legislation or decrees and will take such executive action, as may be required to carry out the terms of this Agreement.

ARTICLE XII. ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the "Public Works Joint Committee Program Agreement." It shall enter into force on the date stated in the last paragraph of this Agreement and shall remain in force to and including December 31, 1960 or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement for the period from June 30, 1953 to and including December 31, 1960 shall be subject to the availability of appropriations to both parties for the purposes of the program and to further the agreement of the parties pursuant to Article VI, paragraph 4, hereof.

Done in duplicate, in the English and Arabic languages, at Cairo, Egypt this 12th day of March, 1953.

JEFFERSON CAFFERY

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JOHN R. NICHOLS

FOR THE GOVERNMENT OF EGYPT:

M. FAHMY
M. FAWZI

الاتفاقية وتظـــــل نافذة المفعول حتى نهاية يوم ٣١ ديسمبر سنـــــــة ١٩٦٠ — او التـــى مايحـــد مضـــى ثلاثة اشهـــــــــر من اخطـــار احدى الحكومتين الاخـــرى كتـــابة عن نيتهـــــــا فى انهائهـــا — ايهما اسبق — وذلك بشرط ان تكون التزامات الطرفيـــن بمقتضـــى هذه الاتفاقيـــة خلال المدة من ٣٠ يونيـــه سنة ١٩٥٣ حتـــى نهايـــة ٣١ ديسمبر سنـــــة ١٩٦٠ حسب الامكانيات المالية لدى الطرفيـــن على ذمة البرنامج للسير قدما بالاتفاقية طبقا للفقرة الرابعة من المســـــادة السادسة .

تحـــــرر من صورتين باللغتين الانجليزية والعربية بالقاهرة

بتاريخ اليوم الثانى عشر من شهر مارس سنة ١٩٥٣

عن حكومة الولايات المتحدة الامريكية

John R. Nichols

عن الحكومة المصرية

٥ — تتفق الحكومتان على الوسائل التى تكفل للحكومة المصرية بان تضع وتجنب او تضمن كون الاموال المخصصة لهذا البرنامج أو الناتجة عنه لا تكون عرضة للحجز — أو الخصم أو الاستهلاء او اى اجراء قانونى يصدر من شخص او شركة او وكالة او جمعية تعاونية او منظمة او حكومة كلما تخطر حكومة الولايات المتحدة الامريكية الحكومة المصرية بان مثل هذه الاجراءات تتعارض مع تحقيق اغراض هذا البرنامج .

المادة العاشرة

الحقوق والاعفاءات

١ — جميع الموظفين من رعايا الولايات المتحدة المعينيين بعقود مبرمة مع اللجنة للمساعدة فى تنفيذ هذا البرنامج التعاونى يكون لهم نفس الحقوق والامتيازات والاعفاءات الممنوحة لموظفى حكومة الولايات المتحدة طبقا لاحكام الاتفاق العام الخاص بالتعاون الفنى المشار اليه بالمادة الاولى من هذه الاتفاقية . ويقدم سفير الولايات المتحدة الامريكية فى مصر الذين ينطبق عليهم احكام هذه الفقرة .

٢ — جميع مواد التموين والاجهزة والمعدات المشتراه بمعرفة اللجنة او التى تقدمها حكومة الولايات المتحدة الى اللجنة — سواء كان ذلك مباشرة او بمقتضى عقد مبرم مع هيئة عامة او خاصة تعفى من كافة الضرائب الجمركية او رسوم الاستيراد عند دخولها مصر .

المادة الحادية عشرة

الاجراءات التشريعية والتنفيذية

تتعهد الحكومة المصرية باصدار القوانين والمراسيم واتخاذ الاجراءات التنفيذية التى تكفل تنفيذ شروط هذه الاتفاقية .

المادة الثانية عشر

تاريخ بدء النفاذ والمدة

يطلق على هذه الاتفاقية "اتفاقية برنامج اللجنة المشتركة لمشروعات وزارة الاشغال العمومية" وتبدأ تاريخ نفاذها اعتبارا من التاريخ المذكور فى آخر فقرة من هذه

- ٥ -

بالاعمال التى تمت والاهداف التى قصد تحقيقها والمصاريف التى انفقت والصعوبات التى وجهت وامكن تذليلها وكذلك البيانات الاساسية عن المشروع .

٣ - يقوم مديرا التعاون بالاشتراك فيما بينهما باختيار الاخصائيين والفنيين وغيرهم من المصريين اللازمين لاعمال مشروعات وزارة الاشغال العمومية المرغوب فى ايفادهم للتغريب بالولايات المتحدة الامريكية اوغيرها من البلاد وكذلك اختيار الاعمال التى يتدربون عليها تطبيقا للبرنامج التعاونى .

٤ - يضع كل من مديرى التعاون السياسة العامة والقواعد الادارية التى يخضع لها هذا البرنامج التعاونى .

٥ - جميع العقود والوثائق الاخرى الخاصة بتنفيذ المشروعات بمقتضى هذه الاتفاقية يكون نفاذها باسم اللجنة وتكون معضدة من مديرى التعاون . ودفاتر وسجلات اللجنة الخاصة ببرنامج التعاون تكون دائما خاضعة لتفتيش المندوبين المعتمدين من كل من حكومتى مصر والولايات المتحدة الامريكية - ويقدم مديرا اللجنة تقريرا سنويا للحكومتين يبين فيه مدى نشاطهما كما يقدمون اى تقارير اخرى فى الفترات المناسبة .

٦ - لكل من مديرى التعاون الحق فى ان يخول مساعدة السلطة الممنوحة له بمقتضى هذه الاتفاقية بشرط ان يوافق المدير الآخر على مثل هذا التوكيل . وهذا التوكيل لايحد من حق المديرين فى ان يحول احدهما اى مسألة من المسائل مباشرة على المدير الآخر لمناقشتها او اتخاذ قرار نهائى بها .

المادة التاسعة

احكام مالية اضافية

١ - جميع المبالغ المودعة لحساب اللجنة بمقتضى هذه الاتفاقية تبقى مخصصة على ذمة برنامج مشروعات وزارة الاشغال العمومية طول مدة سريان هذه الاتفاقية بصرف النظر عن السنوات او الفترات المالية الخاصة بالطرفين - على انه لايجوز ان تبقى المبالغ المودعة بعهدة حكومة الولايات المتحدة الامريكية اكثر من ثلاث سنوات من تاريخ ايداعها .

٢ - جميع المهمات والاجهزة والمواد التموينية التى تستهلك على ذمة البرنامج التعاونى تصبح ملكا للجنة ولا تستخدم الا لتنفيذ هذه الاتفاقية - وجميع المهمات والاجهزة والمواد التموينية التى تبقى بعد اتمام البرنامج التعاونى تسوّل الى وزارة الاشغال العمومية التابعة للحكومة المصرية .

٣ - جميع الفوائد التى تحصل على المبالغ الخاصة باللجنة وكذلك اى زيادة اخرى فى ممتلكات اللجنة مهما كان طبيعة مصدرها تخصص لتنفيذ البرنامج التعاونى ولا تحسب فى قيمة المساهمة الواجبة على اى من الحكومتين .

٤ - جميع ارصدة اللجنة التى تبقى بدون صرف وبدون ان تخصص لمواجهة اى التزامات حين انتهاء العمل بهذه الاتفاقية الخاصة بمشروعات وزارة الاشغال العمومية يجب ان ترد الى الطرفين وذلك بنسبة قيمة مساهمة كل من الحكومتين المصرية والامريكية بمقتضى هذه الاتفاقية وماقد يحدث فيهما من وقت لآخر من تعديل او زيادة . وهذا مالم يتفق الطرفان كتابة على غير ذلك .

٤ــ ويجوز للطرفين فيما بعد ان يتفقا كتابة على مقدار المبالغ و / او المساعدات الاخرى التى يرغبان فى المساهمة بها واعدادها من كل سنة تالية لاستخدامها فى تنفيذ البرنامج خلال المدة من ٣٠ يونيه سنة ١٩٥٣ لغاية نهاية يوم ٣١ ديسمبر سنة ١٩٦٠ .

٥ــ المبالغ المودعة من جانب حكومة الولايات المتحدة الامريكية لحساب اللجنة يكون تحويلها الى عملة مصرية على اساس قيمة الجنيه المصرى بالسعر المتفق عليه مع صندوق النقد الدولى المعمول به عند كل تحويل ويشرط ان تعادل هذه القيمة سعر الشراء للدولار فى المعاملات التجارية بمصر. فاذا لم يكن هناك اسعار متفق عليها او اذا كان هناك سعران او اكثر سارية الفعول وليست غير قانونية لشراء الدولارات فى مصر فان الاسعار التى يجب الاخذ بها انما هى الاسعار التى تتفق عليها الحكومتان على الا تقل عن الاسعار السارية (بما فى ذلك مقدار الضريبة المفروضة على عمليات التحويل والضريبة الاضافية والفوائد وقيمة شهادات التحويل) التى تكون وقت التحويل نافذة لمشترى الدولارات المودعة لحساب اللجنة والمخصصة لتنفيذ هذه الاغراض .

٦ــ لا يجوز سحب اى مبلغ لتنفيذ هذا البرنامج التعاونى الا بمقتضى اذن صرف (شيك) او امر صرف صالح موقع عليه من كل من مديرى التعاون للجنة او من يكون معينا من قبل كل منهما وعلى مديرى التعاون ان ينصا فى اتفاق الايداع لدى اى مصرف من المصارف على وجوب التزام المصرف ان يرد للجنة المبالغ التى يصرفها على غير هذا الاساس .

المادة السابعة

مساهمات اضافية

يجوز ان يستلزم تنفيذ المشروعات التى تنص عليها هذه الاتفاقية التعاون مع مصالح حكومية اخرى بمصر وعلى الحكومة المصرية فى هذه الحالة ان تضمن قيام هذه المصالح بتقديم المساعدات العامة لتنفيذ هذه المشروعات ويجوز ايضا بمقتضى هذه الاتفاقية التعاون مع هيئات اخرى ذات صبغة عامة او خاصة ومع منظمات دولية تكون كل من الولايات المتحدة الامريكية ومصر عضوا فيها . وباتفاق مديرى التعاون يجوز قبول مساعدات بمبالغ او ممتلكات او خدمات او تسهيلات يشترك فيها احد الطرفين او كلاهما على ان تودع لحساب اللجنة لاستخدامها فى تنفيذ مشروعات وزارة الاشغال العمومية المعتمدة بمقتضى نصوص هذه الاتفاقية الى جانب المبالغ والممتلكات والخدمات والتسهيلات المقدمة بمقتضى المادة السادسة .

المادة الثامنة

عمليات تنفيذ المشروعات

١ــ يتكون برنامج التعاون لوزارة الاشغال العمومية المنصوص عنه بهذه الاتفاقية من سلسلة مشروعات يشرف على تصميمها وادارتها مديرا التعاون للجنة . وكل مشروع على حدة يجب ان تتضمنه اتفاقية مكتوبة يوقع عليها مديرا التعاون ويحدد فيها العمل المطلوب تنفيذه وتخصص له المبالغ اللازمة مما لدى اللجنة من اموال ويجوز ان تحتوى اتفاقية المشروع على مسائل اخرى وفقا لما يرغبه الطرفان .

٢ــ وعلى اثر الانتهاء من اى مشروع تعد مذكرة ختامية يوقع عليها مديرا التعاون ويدرج بالمذكرة بيان

ـ ٣ ـ

(المـــــادة الخامســـــــة)

اللجنة المشتركـــــة

تكون بمقتضى هذا الاتفاق لجنة مصرية امريكية مشتركة لتنمية مشروعات وزارة الاشـــــغال العمومية (المشار اليه فيما يلى بكلمة "اللجنـــة") وتقوم اللجنة بتنسيق وتوجيه البرنامج التعاونى الخـــاص بوزارة الاشغال العمومية وذلك وفقا لمواد هذه الاتفاقية ويعمل وزير الاشغال العمومية (ويطلق عليـــه فيما يلى "الوزيـــر") او من يعينه وكذلك المدير او من يعينه كمديرين متعاونين للجنة وتودع امـــوال اللجنة بالمصرف او المصارف التى يقع عليها اختيار المديرين المتعاونين ويكون الصرف منها قاصـــــر على اغراض هذه الاتفاقية :

(المـــــادة السادســـــــة)

تمويل البرنامـــــــج

يساهم الطرفان ويقدمان فى الحدود المنصوص عليها ادناه الاموال والمساعدات الخاصة بتنفيذ البرنامج مدة سريان هذه الاتفاقية وفقا للاوضاع الآتية :

١ـ تقوم حكومة الولايات المتحدة الامريكية فى خلال المدة من تاريخ بدء تنفيذ هذه الاتفاقية ولغايـــة نهاية ٣٠ يونيه سنة ١٩٥٣ بامداد المبالغ اللازمة لدفع المرتبات والمصروفات الاخرى الخاصة بأعضـــاء البعثة الفنية وكذلك المصروفات الادارية التى قد تتحملها حكومة الولايات المتحدة الامريكية بصدد هـــذا البرنامج التعاونى ـ وتتصرف الادارة فى هذه الاموال التى لا تودع لحساب اللجنة :

٢ـ وفضلا عن ذلك فان حكومة الولايات المتحدة الامريكية تضع تحت تصرف اللجنة مبلغ ٧١٨ر٠٠٠ دولارا لاستخدامه فى البرنامج التعاونى وذلك عن المدة من تاريخ بدء تنفيذ هذه الاتفاقية حتـــــى يوم ٣٠ يونيه سنة ١٩٥٣ وقد اتفق الطرفان على ان يبقى هذا المبلغ مبدئيا بالولايات المتحدة الامريكية ٠ ويجوز للوزير وللمدير ان يتفقا فيما بعد فى اتفاقات مشروعات او تعديلات لهذه الاتفاقية علـــــى ايداع جـــزء من هذا المبلغ نقدا لحساب اللجنة على اقساط يتفق عليها اما فيما يختص بما قـــــد يتبقى من قيمة مساهمة الولايات المتحدة الامريكية فى هذا البرنامج التعاونى ـ فانه يظل محجـــــوزا بالولايات المتحدة الامريكية لمواجهـــة اية مدفوعات خارج مصر بالدولارات الامريكية والمبالغ المستخدمـــة فى سداد مثل هذه المدفوعات حين صرفها وفقا لما اتفق عليه الوزير والمدير ـ تعتبر كأنها قـــــد اودعت لحساب اللجنـــة ٠

٣ـ اعتبارا من تاريخ بدء تنفيذ هذه الاتفاقية ولغاية نهاية يوم ٣٠ يونيه سنة ١٩٥٣ ـ تشترك الحكومـــــة المصرية فى تنفيذ هذا البرنامج التعاونى بتقديم الفنيين والتسهيلات ومواد التموين المحلية والادوات والمهمات والعمال ووسائل النقل و / او الخدمات والمساعدات الاخرى فى حدود ما قيمته الاجماليـــة لا تقـــل عن ٨٠٠ر٠٠٠ جنيه وتقدم هذه المعونة وفقا لما يتفق عليه الوزير والمدير فى كل اتفاقية عن مشـــروع بالذات داخل نطاق هذا البرنامج الخاص بالتعاون الفنى وتتمشى مع احكام المادة الثامنة ٠

المادة الثالثة

ميادين النشاط

يتضمن هذا البرنامج التعاونى العمليات الآتية حسب ما يتم اتفاق الطرفين عليه من آن لآخر:

أ — فحص حالة المياه الجوفية فى انحاء مصر المختلفة لتحديد مقاديرها ونوعها ومدى صلاحيتها سواء فى المناطق الحالية او المستقبلة للرى بواسطة الآبار :

ب — بيان الامكانيات العملية للرى بواسطة الآبار فى اراضى الحياض التى يخصرها فيضان النيل وكافة المساحات الصحراوية المتاخمة لوادى النيل والدلتا وبعض الواحات الكبرى

جـ — تحسين وتقدم واجراء الابحاث والدراسات فى النواحى المختلفة لعمليات صرف الاراضى الزراعية وتوزيع المياه وذلك لتحسين وسائل الرى الحالية مع استخدام موارد المياه والاعمال الصناعية فى استغلال اراضى جديدة :

د — عمل الابحاث التمهيدية واعداد التقديرات الخاصة بموارد المياه الجديدة وامكانيات استغلال القوى المائية التى تستخدم الموارد الطبيعية كنهر النيل ومنخفض القطارة او اية موارد طبيعية اخرى :

هـ — المساعدة فى حصر الاراضى والموارد المائية لوضع الخطط الملائمة للتوسع الزراعى فى المستقبل :

و — تدريب المصريين داخل مصر وخارجها فيما يختص بميادين هذا النشاط

ز — اى مشروعات اخرى مما يدخل فى نطاق واغراض هذا الاتفاق حسب ما يتفق عليه بين الطرفين :

المادة الرابعة

البعثة الفنية

توافق الادارة على تقديم مجموعة من الفنيين والاخصائيين للتعاون فى تنفيذ هذا البرنامج التعاونى . والفنيون والاخصائيون الذين تقدمهم الادارة بمقتضى هذا الاتفاق وكذا اولئك الذين يمكن الاستعانة بهم بمقتضى اتفاقيات اخرى مع الحكومة المصرية هؤلاء جميعا يكونون البعثة الفنية للادارة فى مصر. ويرأس هذه البعثة الفنية مدير التعاون الفنى (المشار اليه فيما يلى بما لمدير) وتعين حكومة الولايات المتحدة الامريكية مدير واعضاء البعثة الفنية : على انه يشترط الحصول على موافقة الحكومة المصرية على الاعضاء الفنيين المرسلين من قبل الولايات المتحدة للقيام بالاعمال الخاصة بهذا البرنامج .

اتفاق من برنامج التعاون الفنى فى اعمال وزارة الاشغال العمومية

بين

الحكومة المصرية

و

حكومة الولايات المتحدة الامريكية

اتفقت الحكومة المصرية وحكومة الولايات المتحدة الامريكية على ما يأتى :

المادة الاولى

الوكلاء العاملون

تمشيا مع الاتفاق العام للتعاون الفنى الموقع فى ٥ مايو سنة ١٩٥١ نيابة عن الحكومتين يوضع فى مصر برنامج للتعاون الفنى فى اعمال وزارة الاشغال العمومية . تنفذ الالتزامات التى تقع على الحكومة المصرية بمقتضى هذه الاتفاقية بمعرفة وزارة الاشغال (المشار اليها فيما بعد بكلمة " الوزارة ") اما الالتزامات التى تعرض بمقتضى هذه الاتفاقية على حكومة الولايات المتحدة الامريكية فتنفذها ادارة التعاون الفنى (المشار اليها فيما بعد بكلمة " الادارة ") وهى وكالة تابعة لحكومة الولايات المتحدة الامريكية — فالوزارة نيابة عن الحكومة المصرية والادارة نيابة عن حكومة الولايات المتحدة الامريكية سوف يشتركان بالتضامن فى جميع المراحل الخاصة بوضع الخطط والادارة اللازمتين لهذا البرنامج التعاونى — وسوف يكون هذا الاتفاق وما يتصل به من جميع انواع النشاط خاضعا لشروط الاتفاق العام المذكور والخاص بالتعاون الفنى .

المادة الثانية

الاغراض

ان الغرض من هذا الاتفاق الخاص بالبرنامج انما هو المساعدة فى تحسين الاحوال الاقتصادية والاجتماعية فى مصر بتسهيل اوجه النشاط الآتية :

ا — بيان امكانيات عملية تحسين وسائل توفير المياه وتدبيرها للاراضى المنزرعة حاليا بغرض زيادة الانتاج الزراعى ؛

ب — المساعدة لتوسيع المساحة المنزرعة فى مصر ؛

جـ — المساعدة لايجاد موارد جديدة للقوة الكهربائية الكائنة او اية موارد اخرى طبيعية مما تقوم به وزارة الاشغال العمومية ؛

TECHNICAL COOPERATION

TIAS 2843
Mar. 19, 1953

Rural Improvement Program

Agreement between the
UNITED STATES OF AMERICA
and EGYPT

- Signed at Cairo March 19, 1953
- Entered into force March 19, 1953

AGREEMENT FOR A COOPERATIVE PROGRAM OF COMMUNITY DEVELOPMENT AND RURAL REHABILITATION IN THE EGYPTIAN PROVINCES OF BUHEIRA AND FAYOUM BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF EGYPT

The Government of the United States of America and the Government of Egypt have agreed as follows:

ARTICLE I. THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two Governments on May 5, 1951, [1] a cooperative program in the field of Community Development and Rural Rehabilitation shall be initiated in Egypt.

The obligations assumed herein by the Government of Egypt will be performed by the Permanent Council for the Development of National Production (hereinafter referred to as the "Council"). The obligations assumed herein by the Government of the United States of America will be performed by the Technical Cooperation Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America.

The Council, on behalf of the Government of Egypt, and the Administration, on behalf of the Government of the United States of America, shall participate jointly in all phases of planning and administration of this cooperative program. This agreement and the activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation.

ARTICLE II. OBJECTIVES

The objective of this program agreement is cooperation between the two Governments to improve the social and economic conditions throughout all Egypt, by carrying out a broad demonstrational program of development which attacks, through self help, community participation and direct assistance, the basic problems of rural life for the people in the Provinces of Buheira and Fayoum.

ARTICLE III. SCOPE OF THE PROGRAM

This Cooperative Program will include, to the extent that the

[1] Treaties and Other International Acts Series 2479; 3 UST, pt. 2, p. 2960.

Parties hereto from time to time agree upon, the following operations in the Provinces of Buheira and Fayoum:

a. The reclamation of approximately 80,000 feddans of new land.

b. The construction and development of improved housing and community facilities.

c. The resettlement of approximately 16,000 landless farm families on reclaimed land.

d. Financial and other assistance to farm cooperatives.

e. Demonstrations of improved water conservation and management practices and the extension of irrigation, drainage, and navigation services to new lands and lands now under cultivation.

f. The establishment of vocational schools and environmental training of farm youth in the fundamentals of scientific agriculture and irrigation practices.

g. The provision of agricultural extension and demonstration services.

h. The improvement of the marketing and processing of farm produce.

i. Improvement of the levels of public health, through environmental sanitation, clinical services, training and health education.

j. Aid in the development of small industries and handicrafts.

k. The improvement and development of farm-to-market road systems.

l. Such other related activities as the Co-Directors may agree upon as being essential to the success of this demonstration in community development and rural rehabilitation.

Article IV. The Technical Mission

The Administration agrees to furnish a group of technicians and specialists to collaborate in carrying out this cooperative program. The technicians and specialists made available by the Administration under this agreement, together with those so made available under other program agreements with the Government of Egypt, will constitute the Technical Mission of the Administration in Egypt. This technical mission is headed by a Director of Technical Cooperation (hereinafter referred to as the "Director"). The Director and other members of the technical mission shall be appointed by the Government of the United States of America. Technicians sent from the United States to work on this program shall be subject to acceptance by the Government of Egypt.

Article V. The Joint Fund

There is hereby established the Egyptian American Service for Rural Improvement (hereinafter referred to as the "Service"). The Service shall be an agency of the Government of Egypt and shall ad-

60602 O - 56(Part 2) - 22

minister the cooperative programs assigned to it in accordance with the provisions of this agreement. The President of the Council and the Director shall serve as Co-Directors of the Service. The moneys of the Service may be maintained in such bank or banks as the Co-Directors shall select, and shall be available only for the purposes of this agreement. The Co-Directors of the Service may from time to time enter into project agreements with appropriate Ministers of the Government of Egypt.

ARTICLE VI. PROGRAM FINANCING

The parties shall contribute and make available, to the extent provided below, funds for use in carrying out the program during the period covered by this agreement, in accordance with the following schedules:

1. The Government of the United States of America, during the period from the date of entry into force of this agreement to and including June 30, 1953, shall make available the funds necessary to pay the salaries and other expenses of the technical mission, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this Cooperative Program. These funds shall be administered by the Administration and shall not be deposited to the credit of the Service.

2. In addition, during the period from the date of entry into force of this agreement through June 30, 1953, the Government of the United States of America shall make available to the Service for use in this Cooperative Program, the sum of $10,000,000 (Ten Million Dollars). The Parties hereto agree that initially this sum shall be withheld in the United States of America. The President of the Board and the Director may deposit in cash any part of such sum to the credit of the Service in such installments as they may agree upon in project agreements or amendments thereto. The remainder, if any, of the United States contribution to this Cooperative Program shall continue to be held in the United States of America to meet payments to be made outside of Egypt in United States dollars. The amounts used for such payments, when expended as agreed upon by the Co-Directors, shall be considered as if deposited to the credit of the Service. In the event that the Government of the United States of America does not otherwise make provision for such expenses, the Co-Directors shall make available to the Government of the United States of America, from the said fund of ten million dollars, such amounts as the Co-Directors agree are required to pay the salaries and expenses incurred by the Government of the United States of America after June 30, 1953, for the technicians requested by the Co-Directors to assist on this program.

3. The Government of Egypt, for the period from the date of entry into force of this agreement through June 30, 1953, shall deposit to the credit of the Service L. E. 5,450,000 (five million, four hundred fifty thousand pounds) in the currency of Egypt. These deposits shall be made in such installments and at such times as the Co-Directors shall agree.

4. The Parties may later agree in writing upon the amount of funds and/or other contributions they wish to make available during each subsequent year for use in carrying out the program during the period from June 30, 1953, to and including December 31, 1960.

5. Funds deposited by the Government of the United States of America to the credit of the Service shall be convertible into Egyptian pounds at the par value for the Egyptian Pounds agreed with the International Monetary Fund in effect at the time of each conversion, provided that this par value is the same rate applicable to the purchase of dollars for commercial transactions in Egypt. If there is no such agreed par value or if there are two or more effective rates that are not unlawful for the purchase of dollars, the rates used shall be the rates agreed upon by the two Governments, but not less than the effective rates (including the amount of exchange tax, surcharge, bonus, or value of any exchange certificate) which, at the time of conversion, are applicable to the purchase of dollars for the respective purposes for which the dollars deposited to the credit of the Service are to be used.

6. No funds deposited to the Service's account shall be withdrawn for any purpose except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Service. The Co-Directors shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to the Service any moneys which it shall pay out from the Service on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors.

Article VII. Additional Contributions.

1. The projects to be undertaken under this agreement may include cooperation with national, provincial and local governmental agencies in Egypt, as well as with organizations of a public or private character, and international organizations of which the United States of America and Egypt are members. By agreement between the Co-Directors contributions of funds, property, services or facilities by either or both Parties, or by any of such third parties, may be accepted and deposited to the credit of the Service for use in effectuating the cooperative program in addition to the funds, property, services and facilities required to be contributed under Article VI.

2. The Government of Egypt, in addition to the cash contribution

provided for in paragraph 3 of Article VI hereof, shall pursuant to agreement between the Co-Directors and the Ministry concerned:

a. Provide specialists and other necessary personnel to collaborate with the Service.

b. Make available such office space, office equipment, supplies, and services as it can provide for the said program.

c. Make available the general assistance of the other governmental agencies of the Government of Egypt for carrying out the cooperative program.

In the event that the Government of Egypt has not otherwise made provision for such expenses, the Co-Directors shall make available to the Government of Egypt, from the fund of L.E. 5,450,000 such amount as the Co-Directors agree are required to pay the costs of such facilities and services as are furnished pursuant to the request of the Co-Directors.

ARTICLE VIII. PROJECT OPERATIONS

1. The cooperative program herein provided for shall consist of a series of projects to be jointly planned and administered by the Co-Directors of the Service. Each project shall be embodied in a written project agreement which shall be signed by the Co-Directors. Such agreements shall define the work to be done and shall make allocations of funds therefor from moneys available to the Service, and may contain such other matters as the Parties may desire to include.

2. Upon substantial completion of any project, a completion memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

3. The selection of specialists, technicians and others to be sent for training to the United States of America or elsewhere at the expense of the Service pursuant to this program, as well as the training activities in which they shall participate, shall be determined jointly by the Co-Directors.

4. The general policies of administration and administrative procedures that are to govern the cooperative program, the carrying out of projects, and the operations of the Service, such as the disbursement of and accounting for funds, the incurring of obligations of the service, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Service and the terms and conditions of their employment, and all other administrative matters, shall be determined jointly by the Co-Directors.

5. All contracts and other instruments and documents relating to the execution of projects under this agreement shall be executed in

the name of the Service and shall be signed by the two Co-Directors. The books and records of the Service relating to the Cooperative Program shall be open at all times for examination by authorised representatives of the Government of Egypt and of the Government of the United States of America. The Co-Directors of the Service shall render an annual report of their activities to the two Governments, and other reports at such intervals as may be appropriate.

6. Any power conferred by this agreement upon the Co-Directors may be delegated by either of them to any of his respective assistants, provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of the Co-Directors to refer any matter directly to one another for discussion and decision.

Article IX. Additional Fiscal Provisions

1. All funds deposited to the credit of the Service pursuant to this agreement shall continue to be available for the cooperative program during the existence of this agreement, without regard to annual periods or fiscal years of either of the Parties.

2. All materials, equipment and supplies acquired for the cooperative program shall become the property of the Service and shall be used only in the furtherance of this agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Government of Egypt.

3. Interest received on funds of the Service and any other increment of assets of the Service, of whatever nature or source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either Government.

4. Any funds of the Service which remain unexpended and unobligated on the termination of the cooperative program shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made by the Government of the United States of America and by the Government of Egypt under this agreement, as it may be from time to time amended and extended.

Article X. Rights and Exemptions

1. All contract employees who are citizens of the United States of America under contracts entered into by the Service to assist in carrying out this cooperative program shall receive the same rights, privileges and exemptions as accorded employees of the Government of the United States of America under the terms of the General Agreement for Technical Cooperation referred to in Article I herein. At suitable intervals the Ambassador of the United States of America to Egypt shall furnish to the Minister for Foreign Affairs of Egypt the names of the personnel to whom the provisions of this paragraph are applicable.

2. Supplies, equipment and materials purchased by the Service or contributed to the Service by the Government of the United States of America, either directly or by contract with a public or private organisation, shall be admitted into Egypt free of any customs, import, and other duties or charges.

ARTICLE XI. ANTI-ATTACHMENT

The two Governments will establish procedures whereby the Government of Egypt will so deposit, segregate, or assure title to all funds allocated to or derived from any program involving the use of contributions by the Government of the United States of America that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any firm, agency, corporation, organisation, or government when the Government of Egypt is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

ARTICLE XII. LEGISLATIVE ACTION

The Government of Egypt will endeavor to obtain the enactment of such legislation or decrees and will take such executive action, as may be required to carry out the terms of this agreement.

ARTICLE XIII. ENTRY INTO FORCE AND ACTION

This agreement may be referred to as the "Egyptian-American Rural Improvement Program." It shall enter into force on the date that it is signed and shall remain in force to and including December 31, 1960, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier, provided however, that the obligations of the Parties under this agreement for the period from June 30, 1953, to and including December 31, 1960, shall be subject to the availability of appropriations to both Parties for the purposes of the Program and to further the agreement of the Parties pursuant to Article VI, paragraph 4, hereof.

DONE in duplicate, in the English and Arabic languages, at Cairo, Egypt, this 19th day of March, 1953.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

JEFFERSON CAFFERY
JOHN R. NICHOLS

FOR THE GOVERNMENT OF EGYPT

M. FAWZI
HUSSEIN FAHMY

الحكومة المصرية ان مثل هذا الاجراء سيكون من شانه ان يعرقل تحقيق اهداف هذا البرنامج .

المادة الثانية عشرة

الاجراءات التشريعية

تتعهد الحكومة المصرية باصدار القوانين والمراسيم واتخاذ الاجراءات التنفيذية التى تكفل تنفيذ شروط هذا الاتفاق .

المادة الثالثة عشرة

تاريخ بدء السريان والتنفيذ

يشار الى هذا الاتفاق على انه "البرنامج المصرى الامريكى للتنمية الزراعية" ويسرى اعتبارا من تاريخ التوقيع عليه ويبقى نافذ المفعول حتى نهاية يوم ٣١ ديسمبر سنة ١٩٦٠ أو حتى انتهاء ثلاثة شهور من اخطار احدى الحكومتين الاخرى كتابة بنيتها فى انهائه — ايهما أسبق — وذلك بشرط ان تكون التزامات الطرفين (بمقتضى هذا الاتفاق خلال المدة من ٣٠ يونيه سنة ١٩٥٣ حتى نهاية يوم ٣١ ديسمبر سنة ١٩٦٠) حسب الامكانيات المالية الموجودة لدى الطرفين على ذمة البرنامج للسير قدما بالاتفاق طبقا للفقرة الرابعة من المادة السادسة السابقة .

تحرر من صورتين باللغتين الانجليزية والعربية بالقاهرة (مصر) فى اليوم التاسع عشر من شهر مارس سنة ١٩٥٣

عن حكومة الولايات المتحدة الامريكية

Jefferson Caffery

John R. Nichols

عن الحكومة المصرية

ممتلكات الهيئة مهما كانت طبيعة مصدرها تخصص لتنفيذ البرنامج ولا تحسب في قيمة المساهمة الواجبة على أي من الحكومتين .

٤ — جميع ارصدة الهيئة التي تبقى بدون صرف وبدون أن تخصص لمواجهة أي التزامات عند انتهاء العمل ببرنامج التعاون — يجب أن ترد الى الطرفين وذلك بنسبة قيمة مساهمة كل من حكومتي الولايات المتحدة الامريكية ومصر بمقتضى هذا الاتفاق وما قد يحدث فيها من تعديل او زيادة من وقت لآخر — هذا ما لم يتفق الطرفان كتابة على غير ذلك .

المادة العاشرة

الحقوق والاعفاءات

١ — جميع الموظفين من رعايا الولايات المتحدة الامريكية المعينين بعقود مبرمة مع الهيئة للمساعدة في تنفيذ هذا البرنامج التعاوني يكون لهم نفس الحقوق والامتيازات والاعفاءات الممنوحة لموظفي حكومة الولايات المتحدة الامريكية طبقا لاحكام الاتفاق العام الخاص بالتعاون الفني المشار اليه بالمادة الاولى من هذا الاتفاق — وفي فترات مناسبة يقدم سفير الولايات المتحدة الامريكية في مصر الى وزير الخارجية المصرية أسماء الموظفين الذين تنطبق عليهم احكام هذه الفقرة .

٢ — جميع مواد التموين والاجهزة والمعدات المشتراه بمعرفة الهيئة أو التي قدمتها حكومة الولايات المتحدة الامريكية الى الهيئة — سواء كان ذلك مباشرة او بمقتضى عقد مبرم مع هيئة عامة او خاصة — تكون معفاة من الرسوم الجمركية ورسوم الاستيراد او اية رسوم او ضرائب اخرى عند دخولها مصر .

المادة الحادية عشرة

وقاية الاموال المخصصة للمشروع

تتخذ الحكومتان الاجراءات التي بمقتضاها تودع الحكومة المصرية وتعزل وتضمن جميع المبالغ المخصصة او المتفرعة عن تنفيذ البرامج التي تتضمن اشتراك حكومة الولايات المتحدة بالاموال لكي تضمن عدم خضوع هذه الاموال للحجز او المصادرة او التعطيل او للمقاضاة من أي مؤسسة او وكالة او هيئة او منظمة او اية حكومة وذلك عندما ترى حكومة الولايات المتحدة

٤ — يقوم مديرو التعاون بالاشتراك فيما بينهم بتحديد السياسة العامة للادارة والاجراءات الادارية التي تسري على برنامج التعاون وتنفيذ المشروعات واعمال اللجنة مثل صرف المبالغ ومسك الحسابات والوفاء بالتزامات الهيئة وشراء واستعمال وجرد ومراقبة والتصرف في المتلكات وتعيين وفصل موظفي الهيئة وغيرهم من مستخدميها وشروط استخدامهم وجميع المسائل الادارية الاخرى .

٥ — جميع العقود والوثائق الاخرى الخاصة بتنفيذ المشروعات بمقتضى هذا الاتفاق يكون نفاذها باسم اللجنة وتكون ممضاة من مديري التعاون . ودفاتر وسجلات اللجنة الخاصة ببرنامج التعاون تكون دائما خاضعة لتفتيش المندوبين المعتمدين من كل من حكومتي مصر والولايات المتحدة الامريكية . ويقدم مديرو الهيئة تقريرا سنويا للحكومتين يبين فيه مدى نشاطهم كما يقدمون تقارير أخرى في فترات اخرى مناسبة .

٦ — لكل من مديري التعاون الحق في ان يخول مساعده السلطة الممنوحة له بمقتضى هذا الاتفاق بشرط ان يوافق المدير الاخر على مثل هذا التوكيل .

وهذا التوكيل لا يحد من حق المديرين في ان يحول احدهما اى مسألة من المسائل مباشرة على المدير الاخر لمناقشتها او اتخاذ قرار نهائي فيها .

المادة التاسعة

احكام مالية اضافية

١ — جميع المبالغ المودعة لحساب الهيئة بمقتضى هذا الاتفاق تبقى مخصصة لبرنامج التعاون طول مدة سريان هذا الاتفاق بصرف النظر عن السنوات او الفترات المالية الخاصة بالطرفين .

٢ — جميع المهمات والاجهزة والمواد التموينية التي تمتلك على ذمة برنامج التعاون تصبح ملكا للهيئة لا تستخدم الا لتنفيذ هذا الاتفاق . وجميع المهمات والاجهزة والمواد التموينية التي تبقى بعد اتمام البرنامج التعاوني تكون تحت تصرف حكومة مصر .

٣ — جميع الفوائد التي تحصل على المبالغ الخاصة بالهيئة وكذلك اى زيادة اخرى في

٢ - بالاضافة الى المساهمة المالية المنصوص عليها فى الفقرة الثالثة من المادة السادسة السابقة تقوم الحكومة المصرية تطبيقا للاتفاق بين مديرى التعاون والوزارة المختصة بما يأتى :

أ - تقديم الاخصائيين والمستخدمين الاخرين اللازمين للتعاون مع الهيئة .

ب - اعداد الامكنة اللازمة للادارة والمكاتب والادوات الكتابية والخدمات الفنية يستلزمها البرنامج المذكور .

جـ - تيسير الهيئات الحكومية التابعة للحكومة المصرية بتقديم المساعدة اللازمة لتنفيذ برنامج التعاون .

٣ - فى حالة ما اذا كانت الحكومة المصرية لم تدرج فى ميزانيتها الاعتمادات اللازمة لمثل هذه المصروفات يقدم مديرو التعاون الى الحكومة المصرية جـ من مبلغ الـ ٤٥٠ر٠٠٠ره المبلغ الذى يسرى مديرو التعاون انه مطلوب لدفع تكاليف مثل هذه التسهيلات والخدمات التى تقدم بناء على طلب مديرى التعاون .

المادة الثامنة

عمليات تنفيذ المشروعات

١ - يتكون برنامج التعاون المنصوص عنه بهذه الاتفاقية من سلسلة مشروعات يشرف على تصميمها وادارتها مديرو التعاون للجنة . وكل مشروع على حدة بحسب أن يتضمنه اتفاقية يوقع عليها مديرو التعاون ويحدد فيها العمل المطلوب تنفيذه ويخصص له المبالغ اللازمة مما لدى اللجنة من اموال ويجوز ان تحتوى اتفاقية المشروع على مسائل اخرى وفقا لما يرضيه الطرفان .

٢ - وعلى أثر الانتهاء من جزء ملموس من اى مشروع تعد مذكرة ختامية يوقع عليها مديرو التعاون ويدرج بالمذكرة بيان بالاعمال التى تمت والاهداف التى قصد تحقيقها والمصاريف التى انفقت والصعوبات التى ووجهت وامكن تذليلها وكذلك البيانات الاساسية عن المشروع .

٣ - يقوم مديرو التعاون بالاشتراك فيما بينهم باختيار الاخصائيين والفنيين وغيرهم ممن لمرغوب فى ايفادهم للتدريب فى الولايات المتحدة الامريكية اوغيرها من البلاد على حساب الهيئة تطبيقا لهذا البرنامج وكذلك اختيار الاعمال التى يتدربون عليها .

لاستخامهـــا فى تنفيـــذ ا لبرنامج خلال المـــدة من ٣٠ يونيه سنة ١٩٥٣ لغاية نهاية يـــوم ٣١ ديسمبر سنة ١٩٦٠ .

٥ـ المبالغ المـــودعة من قبـــل حكومـــة الولايات المتحـــدة الامريكية لحساب الهيئـــة تكـــون قابلـــة للتحـــويل الى عملـــة مصريـــة على اساس قيمة الجنيه المصرى بالسعر المتفق عليـــه مع صـــندوق النقـــد الدولى المعمـــول به عنـــد كل تحويل وبشـــرط ان تعادل هـــذه القيمـــة ســـعرا لشـــراء للدولار فى المعاملات التجاريـــة فى مصـــر .

فاذا لم يكن هناك اسـعار متفق عليهـا او اذا كان هنـــاك سعران او اكثر سارية المفعـــول وليست غـــير قانونيـــة لشـــراء الدولارات فان الاسعار التى يجب الاخذ بهـا انمـــا هى الاســـعار التى تتفق عليهـــا الحكومتـــان على الا تقل عن الاســـعار السارية (بمـــا فى ذلك مقـــدار الضريبـــة المفروضـــة على عمليـــات التحـــويل والضريبـــة الاضافيـــة والفـــوائد وقيمـــة شـــهادات التحـــويل) التى تكون وقت التحويل نافـــذة لمشـــترى الدولارات المـــودعة لحســـاب الهيئـــة والمخصصة لتنفيذ هذه الاغراض .

٦ـ لا يجـــوز سحب اى مبلغ من الامـــوال المودعـــة لحســـاب الهيئة لاى غرض كان الا بمقتضى شيك او امـــر صـــرف صالح موقـــع عليـــه من كل من مديرى الهيئة وعلى المديرين ان ينصـــا فى اتفـــاق الايـــداع على وجـــوب التزام المصـــرف ان يرد للهيئة المبالغ التى يصـــرفها بغير شيك أو أمـــر صرف موقع عليـــه من المديرين .

المـــادة السابعـــة

مســـاهمات اضـــافيـــــة

١ـ يجـــوز ان يستلزم تنفيذ المشـــروعات التى ينص عليها هذا الاتفاق التعاون مع هيئات حكوميه ســـواء كانت مرتبـــه او اقليميـــة او محليـــة فى مصـــر . وكذلك مع هيئـــات ذات صبغـــة عامـــة او خاصـــة ومع المنظمـــات الدوليـــة التى تكون الولايات المتحـــدة ومصـــر فى اعضـــائها . وبأتفـــاق مديرى التعاون يجـــوز قبول مساعدات بمبالـــغ أو ممتلكات أو خدمـــات او تسهيلات يقدمها احـــد الطرفين او كلاهما او الهيئات المذكـــورة على ان تودع لحســـاب الهيئـــة لاستخدامها فى تنفيـــذ برنامج التعـــاون بالإضافة الـــى المبالغ والممتلكات والخدمـــات والتسهيلات المقـــدمة بمقتضى المـــادة السادسة .

المتحدة الامريكية بصدد هذا البرنامج التعاونى . وتتصرف الادارة فى هذه الاموال التى لا تودع لحساب الهيئة .

٢ — وفضلا عن ذلك فانه خلال المدة من تاريخ بدء تنفيذ هذا الاتفاق حتى ٣٠ يونيه سنة ١٩٥٣ تضع حكومة الولايات المتحدة الامريكية عشرة ملايين دولار تحت تصرف الهيئة لاستخدامه فى هذا البرنامج التعاونى وقد اتفق الطرفان على انه بصفة مبدئية يبقى هذا المبلغ فى الولايات المتحدة الامريكية .

ويجوز لرئيس المجلس والمديرأن يتفقا فيما بعد فى اتفاقات مشروعات او تعديلات لهذه الاتفاقية على ايداع جزء من هذا المبلغ نقدا لحساب الهيئة على اقساط يتفق عليها . اما فيما يختص بما قد يتبقى من قيمة مساهمة الولايات المتحدة فى هذا البرنامج التعاونى فأنه يظل بالولايات المتحدة الامريكية لمواجهة ايه مدفوعات خارج مصر بالدولارات الامريكية والمبالغ المستخدمة فى سداد مثل هذه المدفوعات حين صرفها وفقا لما اتفق عليه المديران المتعاونان تعتبر كأنها قد اودعت لحساب الهيئة .

وفى حالة ما اذا كانت حكومة الولايات المتحدة الامريكية لا تقدم الاعتمادات اللازمة لمثل هذه المصروفات فان المديرين المتعاونين يجعلان تحت تصرف حكومة الولايات المتحدة الامريكية المبالغ التى يتفقان على انها لازمة لدفع المرتبات والنفقات التى تتحملها حكومة الولايات المتحدة الامريكية بعد ٣٠ يونيه سنة ١٩٥٣ من اجل الفنيين الذين يطلب المديران المتعاونان مساعدتهم فى تنفيذ هذا البرنامج والمبالغ المشار اليها تؤخذ من رصيد العشرة مليون دولار المنصوص عليها .

٣ — اعتبارا من تاريخ بدء تنفيذ هذه الاتفاقية الى نهاية ٣٠ يونيه سنة ١٩٥٣ تودع الحكومة المصرية لحساب الهيئة مبلغ ٤٥٠٫٠٠٠ جنيه بالعملة المصرية ، ويقدم هذا المبلغ فى اقساط وفى الاوقات التى يتفق عليها المديران المتعاونان .

٤ — يجوز للطرفين فيما بعد ان يتفقا كتابة على مقدار المبالغ والمساعدات الاخرى التى يرغبان فى المساهمة بها واعدادها عن كل سنة تالية

التعاونى • والفنيون والاخصائيون الذين تقدمهم الادارة بمقتضى هذا الاتفاق وكذا اولئك الذين يمكن الاستعانة بهم بمقتضى اتفاقيات اخرى مع الحكومة المصرية هؤلاء جميعا يكونون البعثة الفنية للادارة فى مصر • ويراس هذه البعثة الفنية مدير التعاون الفنى (المشار اليه فيما يلى بالمدير) وتعين حكومة الولايات المتحدة الامريكية مدير واعضاء البعثة الفنية • على انه يشترط الحصول على موافقة الحكومة المصرية على الاعضاء الفنيين المرسلين من قبل الولايات المتحدة للقيام بالاعمال الخاصة بهذا البرنامج •

المادة الخامسة

الهيئة المشتركة

يتكون بمقتضى هذا الاتفاق هيئة مصرية امريكية مشتركة للتنمية الريفية (المشار اليه فيما يلى بكلمة " الهيئة ") وتكون الهيئة ادارة تابعة للحكومة المصرية وتتولى ادارة هذا البرنامج التعاونى وذلك وفقا لمواد هذا الاتفاق ويكون رئيس المجلس والمدير مديرين متعاونين للهيئة • وتودع اموال اللجنة بالمصرف او المصارف التى يقع عليها اختيار المديرين المتعاونين ويكون الصرف منها قاصرا على اغراض هذه الاتفاقية • ويجوز للمديرين المتعاونين من وقت لآخر عقد اتفاقات مع الوزراء المختصين بالحكومة المصرية •

المادة السادسة

تمويل البرنامج

يساهم الطرفان و يقدمان فى الحدود المنصوص عليها فيما بعد الاموال الخاصة بتنفيذ البرنامج مدة سريان هذه الاتفاقية وفقا للاوضاع الآتية :—

١ — تقوم حكومة الولايات المتحدة الامريكية فى خلال المدة من تاريخ بدء تنفيذ هذه الاتفاقية وحتى ٣٠ يونيه سنه ١٩٥٣ باعداد المبالغ اللازمه لدفع المرتبات والمصروفات الاخرى الخاصة باعضاء البعثة الفنية وكذلك المصروفات الادارية التى قد تتحملها حكومة الولايات

المـــادة الثالثـــــة

مبادیـــن النشـــاط

يتضمن هذا البرنامج التعاونى العمليات الاتيـة حسب ما يتم الاتفاق عليـــــه بـــين الطرفين من آن لآخر فى مديريتى البحيرة والفيـــوم :-

أ) اصلاح حوالـى ٨٠ الف فدان من الاراضـــى الجديدة .

ب) انشاء المساكن اللازمة للسكان والخدمات العامـــة .

ج) اسكان حوالى ١١٦ الف عائلـة من المعدمين الزراعيين على الاراضى المستصلحـة .

د) معاونـــة الجمعيات التعاونية الزراعية ماليا وماديـــا .

هـ) اجراء التجارب عن أحسن وسائل الرى الاقتصادية واساليب الادارة وتوسيع نطاق الـرى والصرف والملاحة الى الاراضـــى الجديدة بالاضافة للاراضى المتزوعـة حاليا .

و) انشاء المدارس المهنيـــة وتدريب شباب الريف طبقا لظروف البيئة على اســـس الزراعة العلميـــة واساليب الرى الحديثة .

ز) توفير وسائل الارشاد الزراعـى .

ح) تحسين تسويق وصناعة المنتجات الزراعية .

ط) تحسين مستوى الصحـــة العموميـة عن طريقة توفير البيئة الصحيـــة السليمة والخدمات الطبيـــة والتدريب والتعليم الصحـــى .

ى) المساعدة فى تنمية الصناعات الصغيرة والحرف اليدويـــة .

ك) تحسين وتنميـة شبكة الطرق لتسهيل وسائل النقل بين المزرعة والاسواق .

ل) القيام بما يتصل بذلك من الاعمال التى قد يرى المديران انها لازمة لنجاح برنامج التنمية والتعمير فى الريف .

المـــادة الرابعـــــــة

البعثة الفنيـــــــة

توافق الادارة علـــى تقديم مجموعة من الفنيين والاخصائيين للتعاون فى تنفيذ هذا البرنامج

اتفاق ببرنامج التعاون الفنى للتنمية والتعمير
مديريتى البحيرة والفيوم
بين
حكومة الولايات المتحدة الامريكية
و
الحكومة المصرية

اتفقت حكومة الولايات المتحدة الامريكية والحكومة المصرية على ما يأتى :-

المادة الاولى

الوكلاء العاملون

تمشيا مع الاتفاق العام للتعاون الفنى الموقع فى ٥ مايو سنة ١٩٥١ نيابة عن الحكومتين يوضع فى مصر برنامج للتعاون الفنى للتنمية والتعمير فى مديريتى البحيرة والفيوم ، تنفيذ الالتزامات التى تفرض على الحكومة المصرية بمقتضى هذه الاتفاقية بمعرفة المجلس الدائم لتنمية الانتاج القومى (المشار اليه فيما بعد بكلمة "المجلس") أما الالتزامات التى تفرض بمقتضى هذه الاتفاقية على حكومة الولايات المتحدة الامريكية فتنفذها ادارة التعاون الفنى (المشار اليها فيما بعد بكلمة "الادارة") وهى وكالة تابعة لحكومة الولايات المتحدة الامريكية - فالمجلس نيابة عن الحكومة المصرية والادارة نيابة عن حكومة الولايات المتحدة الامريكية سوف يشتركان بالتضامن فى جميع المراحل الخاصة بوضع الخطط والادارة اللازمتين لهذا البرنامج التعاونى وسوف يكون هذا الاتفاق وما يتصل به من جميع انواع النشاط خاضعا لشروط الاتفاق العام المذكور والخاص بالتعاون الفنى .

المادة الثانية

الاغراض

ان الغرض من هذا البرنامج التعاونى بين الحكومتين انما هو تحسين الاحوال الاقتصادية والاجتماعية بالقطر المصرى على أساس تنفيذ برنامج نموذجى واسع النطاق ، يهدف الى رفع مستوى الحياة الريفية بمديريتى البحيرة والفيوم معتمدا فى ذلك على تنشيط الوعى الاجتماعى بين السكان وتعويدهم على الاعتماد على النفس .

× × ×

TIAS 2844
July 30, 1953

DISPOSITION OF CERTAIN ACCOUNTS IN THAILAND, UNDER ARTICLE 16 OF TREATY OF PEACE WITH JAPAN

Agreement between the
UNITED STATES OF AMERICA,
the UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND,
and THAILAND

- Signed at Washington July 30, 1953
- Entered into force July 30, 1953

AGREEMENT BY THE UNITED STATES, THE UNITED KINGDOM, AND THAILAND CONCERNING DISPOSITION OF CERTAIN ACCOUNTS IN THAILAND

WHEREAS, on February 20, 1953, representatives of the United States, the United Kingdom, and Thailand executed an agreed minute of their discussion concerning the disposition of certain accounts in Thailand, and

WHEREAS, the United States and the United Kingdom recommended this proposed disposition to representatives of the following countries (members of whose armed forces suffered undue hardship while prisoners of war of Japan and are the intended beneficiaries of Article 16 of the Treaty of Peace with Japan signed at San Francisco on September 8, 1951),[1] which met at London on March 4–6, 1953: Australia, Cambodia, Canada, France, Laos represented by France, Indonesia, the Netherlands, New Zealand, Pakistan, the Philippines, the United Kingdom, the United States, and Vietnam, and

WHEREAS, representatives of the aforementioned countries decided to recommend to their Governments the acceptance of the arrangement proposed by the United States and the United Kingdom regarding the disposition of certain accounts in Thailand, and

WHEREAS, the Governments of the aforementioned countries have accepted the recommendation which their representatives to the London meeting had made to them respecting the disposition of certain accounts in Thailand,

IT IS AGREED by the United States, the United Kingdom, and Thailand:

1. The Government of Thailand will

(a) Transfer, in accordance with Article 16 of the Treaty of Peace with Japan, the equivalent of two and one-half million United States dollars to the International Committee of the Red Cross, 50% to be paid in pounds sterling to the Committee's account with the Swiss Banking Corporation in London, and 50% to be paid in United States dollars to the Committee's account with the Riggs National Bank in Washington, D. C.

[1] Treaties and Other International Acts Series 2490; 3 UST, pt. 3, p. 3169.

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(b) Make available in pounds sterling to the United Kingdom the sum of £355,000 to be paid through the Bank of England into a deposit account with the Paymaster General entitled Burma-Thailand Railway Deposit account.

2. The Governments of the United States of America and of the United Kingdom will

(a) Release all control which they now exercise over Japanese assets in Thailand transferring the said assets to an agency designated by the Government of Thailand on the same day that the Thai Government makes the payments mentioned under "1.".

(b) Inform the Japanese Government that its obligations under Article 16 of the Treaty of Peace with Japan are considered to be satisfied with respect to Japanese assets in Thailand.

3. This agreement shall take effect upon signature by representatives of the three Governments.

DONE in triplicate at Washington this thirtieth day of July 1953.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
WALTER S ROBERTSON

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
R. H. SCOTT.

FOR THE GOVERNMENT OF THAILAND:
P. SARASIN.

TECHNICAL COOPERATION

TIAS 2845
June 29, 1953

Public Health and Disease Control Program
Quarantine Services for Pilgrims

Agreement between the
UNITED STATES OF AMERICA
and SAUDI ARABIA

- Signed at Jidda June 29, 1953
- Entered into force June 29, 1953

PROJECT AGREEMENT #1 UNDER TECHNICAL COOPERATION PROGRAM IN PUBLIC HEALTH AND DISEASE CONTROL BETWEEN THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

TO STRENGTHEN THE QUARANTINE SERVICES AND TO ENHANCE THE PUBLIC HEALTH PROGRAM OF THE MINISTRY OF HEALTH

This Project Agreement is entered into between the Minister of Health, as designated representative of the Government of the Kingdom of Saudi Arabia, and the American Ambassador and the Acting United States Director of Technical Cooperation Administration in Saudi Arabia, as designated representatives of the Government of the United States of America, pursuant to the Technical Cooperation Program Agreement in Public Health and Disease Control between the two Governments dated December 15, 1952.[1]

1. *Description of Project*

Each year pilgrims from every Moslem country in the world pass through the Port of Jidda on their way to Mecca or Medina. Because of inadequate public health services here, each country sending pilgrims furnished medical teams to cooperate with the Saudi Arabia Ministry of Health in caring for the pilgrims.

An older Saudi Arabian Quarantine Station, too small for the number of pilgrims passing through, has now been closed and there has been constructed a new Quarantine Station consisting of the following:

64 buildings to house pilgrims
24 kitchens
1 administration building
1 garage and workshop
1 car disinfecting building
1 disinfecting building
1 laundry
1 mortuary
1 public health laboratory building
1 school of hygiene building
1 general hospital

[1] Treaties and Other International Acts Series 2733; 3 UST, pt. 4, p. 5306.

1 communicable disease hospital
10 separate isolation wards
13 quarters for staff and servants
1 incinerator
1 sewage system
1 cold storage plant for food storage
1 reservoir for water storage
1 power plant

Some of the buildings, namely the general hospital, the communicable disease hospital, the isolation wards, the public health laboratory, the school of hygiene, and, of course, all service units, will be used for rendering health services for the citizens of the entire region throughout the year. These facilities will serve as a nucleus of public health activities for the entire area. The public health laboratory will offer assistance to all medical institutions near Jidda. The school of hygiene provides a training center for health workers.

According to the design of this Station, approximately 1700 pilgrims can be housed at one time in addition to the persons receiving care in the hospitals and isolation wards.

2. *How Project is to be Operated*

a) The Ministry of Health will operate the Quarantine Station in all its phases and will utilize all its facilities throughout the year. In order to operate this installation, personnel such as physicians, nurses, technicians, sanitary inspectors, and maintenance personnel will be provided by the Ministry of Health. Presently, the lack of properly trained health workers in Saudi Arabia forces the Ministry of Health to find them elsewhere. One method of increasing the number of trained Saudi Arabian health workers would be to institute training programs at this station. The faculty of the school of hygiene will be drawn from a reservoir made up of doctors employed now by the Ministry of Health, technicians from the World Health Organization (hereinafter referred to as "WHO"), and technicians from the Technical Cooperation Administration (hereinafter referred to as "TCA") Health Mission.

b) A part of this Project includes TCA's assisting the Ministry of Health in providing and demonstrating some of the necessary facilities for the training of public health workers and for the care of the pilgrims. This will include provision of certain basic equipment in the disinfecting building such as steam autoclaves, boilers, chemical sterilization, DDT dusters, and necessary accessories. In this connection, TCA will provide certain engineering services and will train Ministry employees to operate the equipment provided. Also, TCA will furnish some public health

laboratory equipment which will be used not only for providing laboratory services, but in the training of laboratory technicians. TCA will send a limited number of employees of the Quarantine Service to the United States to work with the United States Quarantine Service for a period of a few months, and to attend some of the field training courses given by the Communicable Disease Center of the U.S. Public Health Service. In addition, if the Ministry of Health and TCA, in collaboration with WHO, consider it to be advantageous, TCA, through the U.S. Quarantine Service, may make available specialists for consultation or training.

3. *Financing of Project*

a) The Ministry of Health of the Saudi Arabian Government will provide the following:

1. Buildings numbering 150 at the cost of approximately ten million Saudi riyals.
2. Utilities at the approximate cost of two million Saudi riyals.
3. Personnel for the operation of the Quarantine Services.
4. Payment of any dock costs, customs or duties, transportation from Port to Quarantine Station of any equipment purchased by TCA.
5. Cost of installation of the equipment in the Quarantine Station.
6. Personnel to be trained at this Station.

b) TCA of the United States Government will furnish the following equipment, provided the total cost does not exceed $100,000 and provided further that $50,000 of this amount will be subject to expenditure on the date of signature of this agreement and the balance, not to exceed $50,000, as funds become available:

1. Autoclaves with total capacity of about 880 cubic feet, necessary boilers and accessories, for the disinfection building and supervision of the installation of such equipment.
2. Modern scientific publications relating to quarantine and public health work to be used in connection with the operation of the station and public health activities.
3. Necessary laboratory equipment.

The equipment to be procured under this project shall be mutually agreed upon by TCA and the Ministry of Health after

receiving the recommendations of WHO on the technical aspects of the project.

This project is an integral part of the regular cooperative program in Public Health and Disease Control and the TCA Public Health Mission will render technical advice in the establishment and operation of the Quarantine Station. Among other things, the TCA Public Health Mission may afford as a part of its regular program:

1. Consulting engineering services.
2. Assistance in training of personnel.
3. Demonstrations of sanitation and general public services.
4. Technical consultation in nursing, health education, laboratory procedures and other health matters.
5. Assistance in promoting a program of public health development throughout this region.

4. *Anti-Attachment*

The two Governments will establish procedures whereby the Government of the Kingdom of Saudi Arabia will so deposit, segregate, or assure title to all funds or property of any kind allocated to or derived from any program involving the use of contributions by the Government of the United States of America that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any firm, agency, corporation, organization, or government when the Government of the Kingdom of Saudi Arabia is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

The equipment purchased by TCA funds and made available to the Quarantine Station will become the property of the Ministry of Health and be carried on its inventory.

5. *Entry into Force and Duration*

This Agreement shall enter into force on the date it is executed and shall remain in force for one year from that date or until three months after either party notifies the other of intention to terminate it.

Upon expiration of the initial term, this Agreement may be extended by the mutual agreement of the parties subject to the availability of funds for its purposes.

This Agreement is prepared in duplicate in the English and Arabic languages and signed at Jidda on 17 Shawal 1372 (June 29, 1953).

RAYMOND A. HARE
American Ambassador to the Kingdom of Saudi Arabia

JOHN A. DUNAWAY
Acting U. S. Director of Technical Cooperation in Saudi Arabia

Dr. AKRAM SHUMAN
For Minister of Health
Kingdom of Saudi Arabia

Dr. AKRAM SHUMAN
Director General
Preventive Medicine

اتفاقية المشروع رقم (١)

بمقتضى

برنامج التعاون الفنـــي

الخاص بالصحة العامة ومراقبة الأمراض

بيـــن

حكومة المملكة العربية الســـعودية

وحكومة الولايات المتحدة الاميركيـــة

لتعزيز الخدمات الكورنتينية (الحجر الصحي) وتوسيع برنامج وزارة الصحة الخاص بالصحة العامة

ابرمت اتفاقية المشروع هذه بين وزير الصحة المعين كممثل لحكومة المملكة العربية السعودية وبين السفير الاميركي ومدير ادارة التعاون الفني بالمملكة العربية السعودية كممثلين لحكومة الولايات المتحدة الاميركية وذلك بمقتضى اتفاقية برنامج التعاون الفني الخاص بالصحة ومراقبة الأمراض المبرمة بين الحكومتيـــن بتاريخ ١٥ ديسمبـــر، ١٩٥٢.

١ــ وصف المشروع: ــ في كل عام يحضر الى ميناء جده من كافة انحاء العالم الاسلامي عدد كبيـــر من الحجاج في طريقهم الى مكة المكرمة والمدينة المنورة. وبالنظر لعدم كفاية الخدمات الصحيـــة هنا، فان كل دولة ترسل مع حجاجها بعثة طبية تتعاون مع وزارة الصحة في المملكة السعودية في أمـــر العناية بالحجاج. وقد تم الان اغلاق محطة الحجر الصحي القديمة لصغر حجمها بالنسبة لعـــدد الحجاج الذين يمرون فيها وانشأت بدلا عنها محطة للحجر الصحي جديدة تحتوي على: ــ

عـــدد	
٦٤	بناية لنزول الحجاج
٢٤	مطبخ
١	مكتب للادارة
١	جراج وورشة لتصليح السيارات
١	بناية لتعقيم السيارات:
١	بناية التعقيـــم
١	بناية غسيل الملابس
١	بناية الموتـــى

عـدد	
١	بناية المختبر الصحي
١	بناية مدرسة الصحـة
١	مستشفى عام
١	مستشفى الأمراض السارية
١٠	مبانى لعزل المرضى
١٣	مسكن للموظفين والخدم
١	محرقة القمامـــــة
١	شبكة المجارى العامـــة
١	مخازن تبريد لحفظ الأطعمة
١	خزان ميـــــاه
١	محطة لتوليد الكهربـــاء

وستستعمل بعض هذه الأبنية لتقديم الخدمات الصحية لسكان المنطقة طوال ايام السنة وهي المستشفى العام ، ومستشفى الأمراض المعدية ومعابر العزل ، والمختبر الصحي ، ومدرسة الصحة وبالطبع جميـــع وحدات الخدمات العامة كالنور والمياه . وستكون هذه الخدمات الصحية نواة لاعمال الصحة العامـــة في هذه المنطقة . وسيقدم المختبر الصحي المساعدات لجميع المؤسسات الطبية القريبه من جـــــده وستستخدم مدرسة الصحة كمركز لتدريب العمال (المناوبين) الصحيين . وطبقا لتصميم هذه المحطة فانها تتسع لسكنى ١٧٠٠ حاج تقريبا بالاضافة الى الاشخاص الذين يعالجون في المستشفيات ومعابر العـــزل .

٢ــ طريقة تنفيذ المشروع :

١ــ ستقوم وزارة الصحة بادارة محطة الحجر الصحي من جميع الوجوه ، كما ستقوم باستعمال جميـــــع مرافقها طوال ايام السنة وستقدم وزارة الصحة ايضا الأطباء والممرضات والفنيين ومفتشى الصحـــة وعمال الصيانة الضروريين لادارة هذه المنشأة . وبالنظر لافتقار المملكة العربية السعودية في الوقت الحاضر ، الى الموظفين الصحيين ذوى المران الكافي فان وزارة الصحة ملزمة بايجاد هم من مكـان اخر . ان احد الوسائل لزيادة عدد الموظفين السعوديين المتمرنين هو وضع برامج للتجـــــدريب بواسطة هذه المحطة . وسيتم انتخاب الهيئة التعليمية لمدرسة الصحة من جمهرة الاطبـــــاء

الذين يعملون حاليا في وزارة الصحة ومن خبراء منظمة الصحة العالمية (المشار اليها فيما يلي بـ "المنظمة") ومن الفنيين الذين يعملون في البعثة الصحية التابعة لادارة التعاون الفني (المشار اليها فيما يلي بـ "الادارة").

ب — من اغراض هذا المشروع ان تقوم "الادارة" بمساعدة وزارة الصحة على تزويد بعض المعدات الضرورية لتدريب عمال الصحة والعناية بصحة الحجاج وارشادهم عن كيفية استعمالها . ويشمل ذلك تزويده بناية التعقيم ببعض المعدات الأساسية كالات التعقيم (الاوتوكلاف) والمراجل ومواد التعقيم الكيماوي وعفارات ال . د . د . ت واللوازم الضرورية الاخرى . وتقوم "الادارة" بهذا الخصوص بتقديم بعض الخدمات الهندسية وتدريب موظفي الوزارة على استعمال هذه المعدات وتقدم "الادارة" ايضا بعض المعدات الخاصة بالمختبر الصحي التي لن يقتصر استعمالها على تقديم خدمات المختبر فحسب بل يشمل تدريب الفنيين الذين يعملون فيه ايضا . وستبعث "الادارة" عددا من موظفي الحجر الصحي الى الولايات المتحدة للعمل في مصلحة الحجر الصحي الاميركية مدة بضعة اشهر وليحضروا بعض مناهج التدريب التي يقدمها مركز مكافحة الأمراض السارية التابع لمصلحة الصحة العامة الاميركية .

وبالاضافة الى ذلك ستعمل مصلحة الحجر الصحي الاميركية على توفير الخبراء لتقديم المشورة والتدريب اذا مارأت وزارة الصحة و"الادارة" بالاشتراك مع منظمة الصحة العالمية ضرورة لذلك .

٣ — تمويل المشروع : —

ستقدم وزارة الصحة التابعة للحكومة العربية السعودية ما يلي : —

١ — الأبنية ويبلغ عددها ١٥٠ بناية وتقدر قيمتها بـ ١٠ مليون ريال تقريبا .
٢ — المنافع العامة كالمياه والنور وتبلغ حوالي ٢ مليون ريال
٣ — الأشخاص الذين سيقومون بادارة محطة الحجر الصحي
٤ — دفع اي عوائد رصيف او رسوم جمركية او عوائد اخرى وأجور نقل المعدات التي تقدمها "الادارة" من الرصيف الى محطة الحجر الصحي
٥ — نفقات تركيب المعدات في المحجر الصحي
٦ — الموظفين الذين سيجري تدريبهم في محطة الحجر الصحي .

ب — ستقدم ادارة التعاون الفني التابعة لحكومة الولايات المتحدة المعدات التالية ، شريطة أن لا تتجاوز قيمتها ٠٠٠ر١٠٠ دولار ، وشريطة أن يوفر من مبلغ ٠٠٠ر٥٠ دولار من هذه القيمة لدى توقيع الاتفاقية ، أما الرصيد الذي لن تتجاوز قيمته ٠٠٠ر٥٠ دولار فيوفر من حينما تتوفر المخصصات .

١ — المعدات اللازمة لبناية التعقيم وهي اربعة الات تعقيم (اوتوكلاف) مجموع سعتها ٨٨٠ قدم مكعب والمراجل الضرورية ولوازمها ، بما في ذلك الاشراف على تركيب هذه المعدات .
٢ — الموفرات العلمية الحديثة التي تتعلق باعمال الحجر الصحي والصحة العامة للاسترشاد بها في ادارة محطة الحجر الصحي واعمال الصحة العامة .

٣ـ المعدات اللازمة للمختبـــــــر .

ان الالات التي ستقدم بموجب هذه الاتفاقية يجب ان يتفق عليها من قبل وزارة الصحـــــة وادارة التعاون الفني بعد الحصول على تواصي منظمة الصحة العالمية المتعلقة بالنواحـــي الفنية للمشـــــــروع .

يعتبر هذا المشروع جزءا متما للبرنامج التعاوني في الصحة العامة ومراقبة الامراض، وعلـــى البعثة الصحية التابعة ، للادارة ، ان تقدم المشورة الفنية بخصوص انشاء محطة الحجـــر الصحي وادارتها . وستقدم البعثة الصحية التابعة للادارة ـ فيما تقدم ـ الخدمـــــات التالية التي تعتبر جزءا من برنامجها الرسمي :ـ

١ـ الخدمات الهندسية الاستشارية

٢ـ المساعدة لتدريب الموظفين

٣ـ الارشادات الصحية المتعلقة بالنظافة والخدمات الصحية العامة

٤ـ الاستشارات الفنية في اعمال التمريض والتعليم الصحي واعمال المختبر والامور الصحية الاخرى .

٥ـ المساعدة على تنمية برنامج يهدف الى تحسين الصحة العامة في جميع انحاء المنطقة .

٤ـ عدم التصرف بالاموال والممتلكات :

تتخذ الحكومتان الاجراءات الكفيلة بقيام حكومة المملكة العربية السعودية بايداع او عـــــزل او التثبت من ملكية جميع الاموال والممتلكات ـ ايا كان نوعها ـ المخصصة الى او الناتجة من اي برنامج يشتمل على الاستفادة من المساعدات المقدمة من حكومة الولايات المتحدة الاميركيـــــــة ، وان تعتبر هذه الاموال غير خاضعة للانذار او الحجز او وضع اليد او اي اجراء قانوني اخـــــر بواسطة اي مكتب او وكالة او شركة او موسسة او حكومة حينما تنصح حكومة الولايات المتحدة الاميركيـــة الحكومة السعودية بان اتخاذ اي اجراء قانوني كهذا يحول دون تحقيق اهداف هذا البرنامـــج

ان المعدات المشتراه من اموال ، الادارة ، والمقدمة الى محطة الحجر الصحي تصبح ملكـا لوزارة الصحة وتسجل في دفاتر معهد تهـــــا .

-٥-

٥ـ ابرام الاتفاقية ومدة نفاذها

يجرى العمل بهذه الاتفاقية اعتبارا من تاريخ ابرامها وتظل سارية المفعول لمدة سنة واحدة من ذلك التاريخ أو لحين انقضاء ثلاثة اشهر من ابلاغ احد الطرفين للآخر من رغبته على انهائها ويمكن تجديد هذه الاتفاقية لدى انتهاء مدتها الأولية ، اذا وافق الطرفان على ذلك وشريطة توفر الاموال اللازمة لأغراضها .

لقد اعدت هذه الاتفاقية على نسختين باللغتين الانكليزية والعربية ووقعت في وزارة الصحة بتاريخ ١٧ شوال سنة ١٣٧٢ الموافق ١٩ يونيو سنة ١٩٥٣

وزير الصحة بالمملكة العربية السعودية
الدكتور اكرم شومان
مدير عام الطب الوقائي

سفير الولايات المتحدة الاميركية لدى
المملكة العربية السعودية

المدير بالنيابة لادارة التعاون الفني
المملكة العربية السعودية

موافق شرعا

TIAS 2846
June 19, 1951.

NORTH ATLANTIC TREATY

Status of Forces

Agreement, with Appendix,
between the UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

- Signed at London June 19, 1951
- Ratification advised by the Senate of the United States of America, with statement, July 15, 1953
- Ratified by the President of the United States of America, subject to said statement, July 24, 1953
- Ratification of the United States of America deposited at Washington July 24, 1953
- Proclaimed by the President of the United States of America October 27, 1953
- Entered into force August 23, 1953

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS an Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces was signed at London on June 19, 1951 on behalf of the United States of America and the other Parties to the North Atlantic Treaty;

WHEREAS the text of the said Agreement, in the English and French languages, is word for word as follows:

AGREEMENT BETWEEN THE PARTIES TO THE NORTH ATLANTIC TREATY REGARDING THE STATUS OF THEIR FORCES

The Parties to the North Atlantic Treaty signed in Washington on 4th April, 1949,[1]

Considering that the forces of one Party may be sent, by arrangement, to serve in the territory of another Party;

Bearing in mind that the decision to send them and the conditions under which they will be sent, in so far as such conditions are not laid down by the present Agreement, will continue to be the subject of separate arrangements between the Parties concerned;

Desiring, however, to define the status of such forces while in the territory of another Party;

Have agreed as follows:

ARTICLE I

1. In this Agreement the expression—

(*a*) "force" means the personnel belonging to the land, sea or air armed services of one Contracting Party when in the territory of another Contracting Party in the North Atlantic Treaty area in connexion with their official duties, provided that the two Contracting Parties concerned may agree that certain individuals, units or formations shall not be regarded as constituting or included in a "force" for the purposes of the present Agreement;

(*b*) "civilian component" means the civilian personnel accompanying a force of a Contracting Party who are in the employ of an armed service of that Contracting Party, and who are not stateless persons, nor nationals of any State which is not a Party to the North Atlantic Treaty, nor nationals of, nor ordinarily resident in, the State in which the force is located;

(*c*) "dependent" means the spouse of a member of a force or of a civilian component, or a child of such member depending on him or her for support;

(*d*) "sending State" means the Contracting Party to which the force belongs;

(*e*) "receiving State" means the Contracting Party in the territory of which the force or civilian component is located, whether it be stationed there or passing in transit;

(*f*) "military authorities of the sending State" means those authorities of a sending State who are empowered by its law to enforce the military law of that State with respect to members of its forces or civilian components;

(*g*) "North Atlantic Council" means the Council established by Article 9 of the North Atlantic Treaty or any of its subsidiary bodies authorised to act on its behalf.

2. This Agreement shall apply to the authorities of political sub-divisions of the Contracting Parties, within their territories to which the Agreement applies or extends in accordance with Article XX, as it applies to the central authorities of those Contracting Parties, provided, however, that property owned by

[1] Treaties and Other International Acts Series 1964; 63 Stat., pt. 2, p. 2241.

CONVENTION ENTRE LES ETATS PARTIES AU TRAITE DE L'ATLANTIQUE NORD SUR LE STATUT DE LEURS FORCES

Les Etats Parties au Traité de l'Atlantique Nord, signé à Washington le 4 avril 1949,

Considérant que les forces d'une Partie peuvent, par accord, être envoyées en service sur le territoire d'une autre Partie ;

Etant entendu que la décision d'envoyer ces forces et les conditions auxquelles elles seront envoyées, pour autant que ces dernières ne sont pas prévues à la présente convention, continueront à faire l'objet d'accords particuliers entre les pays intéressés ;

Désireux toutefois de déterminer le statut de la force armée de l'une des Parties lorsque cette force se trouve en service sur le territoire d'une autre Partie ;

Sont convenus des dispositions suivantes :

ARTICLE Ier

1. Dans la présente Convention l'expression :

(*a*) " force " signifie le personnel appartenant aux armées de terre, de mer ou de l'air de l'une des Parties Contractantes qui se trouve pour l'exécution du service sur le territoire d'une autre Partie Contractante de la région de l'Atlantique Nord, sous réserve que deux Parties Contractantes intéressées peuvent convenir de ne pas considérer certaines personnes, unités ou formations comme constituant une " force " ou en faisant partie au regard des dispositions de la présente Convention ;

(*b*) " élément civil " signifie le personnel civil accompagnant la force d'une Partie Contractante et employé par l'une des armées de cette Partie Contractante, et qui n'est ni apatride, ni national d'un Etat non partie au Traité de l'Atlantique Nord, non plus que national de l'Etat sur le territoire duquel la force est en service, ni une personne qui y a sa résidence habituelle ;

(*c*) " personne à charge " signifie le conjoint d'un membre d'une force ou d'un élément civil faisant partie d'une force, ou les enfants qui sont à leur charge ;

(*d*) " Etat d'origine " signifie la Partie Contractante dont relève la force ;

(*e*) " Etat de séjour " signifie la Partie Contractante sur le territoire de laquelle se trouve la force ou l'élément civil, soit en séjour, soit en transit ;

(*f*) " autorités militaires de l'Etat d'origine " signifie les autorités de l'Etat d'origine qui, en vertu de la législation de cet Etat, sont chargées d'appliquer les lois militaires dudit Etat aux membres de ses forces ou de ses éléments civils ;

(*g*) " Conseil de l'Atlantique Nord " signifie le Conseil établi par l'Article 9 du Traité de l'Atlantique Nord, ou tout organe subordonné de celui-ci autorisé à agir en son nom.

2. La présente Convention est applicable aux autorités des subdivisions politiques des Parties Contractantes, dans les limites des territoires auxquels, conformément aux dispositions de l'Article XX, l'accord s'applique ou est étendu, comme il s'applique aux autorités centrales de ces Parties Contractantes,

60602 O - 56(Part 2) - 24

political sub-divisions shall not be considered to be property owned by a Contracting Party within the meaning of Article VIII.

ARTICLE II

It is the duty of a force and its civilian component and the members thereof as well as their dependents to respect the law of the receiving State, and to abstain from any activity inconsistent with the spirit of the present Agreement, and, in particular, from any political activity in the receiving State. It is also the duty of the sending State to take necessary measures to that end.

ARTICLE III

1. On the conditions specified in paragraph 2 of this Article and subject to compliance with the formalities established by the receiving State relating to entry and departure of a force or the members thereof, such members shall be exempt from passport and visa regulations and immigration inspection on entering or leaving the territory of a receiving State. They shall also be exempt from the regulations of the receiving State on the registration and control of aliens, but shall not be considered as acquiring any right to permanent residence or domicile in the territories of the receiving State.

2. The following documents only will be required in respect of members of a force. They must be presented on demand :

(*a*) personal identity card issued by the sending State showing names, date of birth, rank and number (if any), service, and photograph ;

(*b*) individual or collective movement order, in the language of the sending State and in the English and French languages, issued by an appropriate agency of the sending State or of the North Atlantic Treaty Organisation and certifying to the status of the individual or group as a member or members of a force and to the movement ordered. The receiving State may require a movement order to be countersigned by its appropriate representative.

3. Members of a civilian component and dependents shall be so described in their passports.

4. If a member of a force or of a civilian component leaves the employ of the sending State and is not repatriated, the authorities of the sending State shall immediately inform the authorities of the receiving State, giving such particulars as may be required. The authorities of the sending State shall similarly inform the authorities of the receiving State of any member who has absented himself for more than twenty-one days.

5. If the receiving State has requested the removal from its territory of a member of a force or civilian component or has made an expulsion order against an ex-member of a force or of a civilian component or against a dependent of a member or ex-member, the authorities of the sending State shall be responsible for receiving the person concerned within their own territory or otherwise disposing of him outside the receiving State. This paragraph shall apply only to persons who are not nationals of the receiving State and have entered the receiving State as members of a force or civilian component or for the purpose of becoming such members, and to the dependents of such persons.

sous réserve, toutefois, que les biens appartenant aux subdivisions politiques ne seront pas considérés comme étant des biens appartenant, au sens de l'Article VIII, à une Partie Contractante.

ARTICLE II

Les membres d'une force ou d'un élément civil, ainsi que les personnes à leur charge, sont tenus de respecter les lois en vigueur dans l'Etat de séjour et de s'abstenir sur le territoire de cet Etat de toute activité incompatible avec l'esprit de la présente Convention et en particulier de toute activité politique. Au surplus les autorités de l'Etat d'origine sont tenues de prendre les mesures nécessaires à cette fin.

ARTICLE III

1. Sans préjudice des dispositions du paragraphe 2 du présent article, et à condition de se conformer aux formalités prescrites par l'Etat de séjour pour l'entrée et la sortie d'une force, ou des membres d'une force, ceux-ci sont dispensés des formalités de passeport et de visa, ainsi que de l'inspection par les services d'immigration à l'entrée et à la sortie du territoire d'un Etat de séjour. Ils ne sont pas davantage assujettis à la réglementation relative à l'enregistrement et au contrôle des étrangers. Toutefois, ils ne sont pas considérés comme acquérant des droits à la résidence permanente ou au domicile dans les territoires de l'Etat de séjour.

2. Les seuls documents ci-dessous seront exigés des membres d'une force. Ils doivent être produits à toute réquisition :

(*a*) Carte d'identité personnelle délivrée par l'Etat d'origine munie d'une photographie et mentionnant les noms et prénoms, la date de naissance, le grade, le service et, s'il y a lieu, le numéro matricule ;

(*b*) Ordre de mission collectif ou individuel dans la langue de l'Etat d'origine ainsi qu'en anglais et en français, délivré par le service compétent de l'Etat d'origine ou de l'Organisation du Traité de l'Atlantique Nord et attestant le statut de la personne ou de l'unité en tant que membre ou partie d'une force ainsi que l'ordre de déplacement. L'Etat de séjour peut exiger que l'ordre de déplacement soit contresigné par un de ses représentants à ce qualifié.

3. Le passeport dont les membres d'un élément civil et les personnes à charge seront porteurs devra faire état de ladite qualité.

4. Si un membre d'une force ou d'un élément civil cesse d'être au service de l'Etat d'origine et n'est pas rapatrié, les autorités de l'Etat d'origine en informent immédiatement les autorités de l'Etat de séjour en leur donnant toutes indications utiles. Les autorités de l'Etat d'origine informent, dans les mêmes conditions, les autorités de l'Etat de séjour de toute absence illégale dépassant 21 jours.

5. Si l'Etat de séjour a demandé l'éloignement de son territoire d'un membre d'une force ou d'un élément civil, ou a pris un arrêté d'expulsion contre un ex-membre d'une force ou d'un élément civil ou contre une personne à charge d'un membre ou d'un ex-membre, les autorités de l'Etat d'origine sont tenues de les recevoir sur leur territoire ou tout au moins de leur faire quitter le territoire de l'Etat de séjour. Ce paragraphe ne s'applique qu'aux personnes qui ne sont pas des nationaux de l'Etat de séjour et qui sont entrées dans ledit Etat en qualité de membre d'une force ou d'un élément civil ou en vue de le devenir ou de personne à charge de ceux-ci.

ARTICLE IV

The receiving State shall either

(*a*) accept as valid, without a driving test or fee, the driving permit or licence or military driving permit issued by the sending State or a sub-division thereof to a member of a force or of a civilian component; or

(*b*) issue its own driving permit or licence to any member of a force or civilian component who holds a driving permit or licence or military driving permit issued by the sending State or a sub-division thereof, provided that no driving test shall be required.

ARTICLE V

1. Members of a force shall normally wear uniform. Subject to any arrangement to the contrary between the authorities of the sending and receiving States, the wearing of civilian dress shall be on the same conditions as for members of the forces of the receiving State. Regularly constituted units or formations of a force shall be in uniform when crossing a frontier.

2. Service vehicles of a force or civilian component shall carry, in addition to their registration number, a distinctive nationality mark.

ARTICLE VI

Members of a force may possess and carry arms, on condition that they are authorised to do so by their orders. The authorities of the sending State shall give sympathetic consideration to requests from the receiving State concerning this matter.

ARTICLE VII

1. Subject to the provisions of this Article,

(*a*) the military authorities of the sending State shall have the right to exercise within the receiving State all criminal and disciplinary jurisdiction conferred on them by the law of the sending State over all persons subject to the military law of that State;

(*b*) the authorities of the receiving State shall have jurisdiction over the members of a force or civilian component and their dependents with respect to offences committed within the territory of the receiving State and punishable by the law of that State.

2.—(*a*) The military authorities of the sending State shall have the right to exercise exclusive jurisdiction over persons subject to the military law of that State with respect to offences, including offences relating to its security, punishable by the law of the sending State, but not by the law of the receiving State.

(*b*) The authorities of the receiving State shall have the right to exercise exclusive jurisdiction over members of a force or civilian component and their dependents with respect to offences, including offences relating to the security of that State, punishable by its law but not by the law of the sending State.

(*c*) For the purposes of this paragraph and of paragraph 3 of this Article a security offence against a State shall include

(i) treason against the State;

(ii) sabotage, espionage or violation of any law relating to official secrets of that State, or secrets relating to the national defence of that State.

ARTICLE IV

L'Etat de séjour peut:

(*a*) soit accepter comme valable, sans exiger ni examen ni droit ou taxe, le permis de conduire ou le permis de conduire militaire délivré par l'Etat d'origine ou par une de ses subdivisions à un membre d'une force ou d'un élément civil;

(*b*) soit délivrer, sans exiger d'examen, son propre permis de conduire à tout membre d'une force ou d'un élément civil, titulaire d'un permis de conduire ou d'un permis de conduire militaire délivré par l'Etat d'origine ou une de ses subdivisions.

ARTICLE V

1. Les membres d'une force portent normalement leur uniforme. Sous réserve de tout arrangement contraire entre les autorités de l'Etat d'origine et de l'Etat de séjour, la tenue civile sera portée dans les mêmes conditions que par les forces armées des Etats de séjour. Les unités de formations militaires régulièrement constituées d'une force doivent se présenter en uniforme aux frontières qu'elles franchissent.

2. Les véhicules d'une force ou d'un élément civil immatriculés à l'armée portent, en plus de leur numéro d'immatriculation, une marque distinctive de leur nationalité.

ARTICLE VI

Les membres d'une force peuvent détenir et porter leurs armes à condition d'y être autorisés par le règlement qui leur est applicable. Les autorités de l'Etat d'origine examineront avec bienveillance les demandes que l'Etat de séjour leur présentera en la matière.

ARTICLE VII

1. Sous réserve des dispositions du présent article,

(*a*) Les autorités militaires de l'Etat d'origine ont le droit d'exercer sur le territoire de l'Etat de séjour les pouvoirs de juridiction pénale et disciplinaire que leur confère la législation de l'Etat d'origine sur toutes personnes sujettes à la loi militaire de cet Etat;

(*b*) Les autorités de l'Etat de séjour ont le droit d'exercer leur juridiction sur les membres d'une force ou d'un élément civil et les personnes à leur charge en ce qui concerne les infractions commises sur le territoire de l'Etat de séjour et punies par la législation de cet Etat.

2.—(*a*) Les autorités militaires de l'Etat d'origine ont le droit d'exercer une juridiction exclusive sur les personnes soumises aux lois militaires de cet Etat, en ce qui concerne les infractions punies par la législation de l'Etat d'origine, notamment les infractions portant atteinte à la sûreté de cet Etat mais ne tombant pas sous le coup de la législation de l'Etat de séjour;

(*b*) Les autorités de l'Etat de séjour ont le droit d'exercer une juridiction exclusive sur les membres d'une force ou d'un élément civil et sur les personnes à charge en ce qui concerne les infractions punies par les lois de l'Etat de séjour, notamment les infractions portant atteinte à la sûreté de cet Etat mais ne tombant pas sous le coup de la législation de l'Etat d'origine.

(*c*) Au sens du présent paragraphe et du paragraphe 3 du présent article, sont considérés comme infractions portant atteinte à la sûreté d'un Etat:

(i) la trahison,

(ii) le sabotage, l'espionnage ou la violation de la législation relative aux secrets d'Etat ou de défense nationale.

3. In cases where the right to exercise jurisdiction is concurrent the following rules shall apply:

(*a*) The military authorities of the sending State shall have the primary right to exercise jurisdiction over a member of a force or of a civilian component in relation to

(i) offences solely against the property or security of that State, or offences solely against the person or property of another member of the force or civilian component of that State or of a dependent;

(ii) offences arising out of any act or omission done in the performance of official duty.

(*b*) In the case of any other offence the authorities of the receiving State shall have the primary right to exercise jurisdiction.

(*c*) If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a waiver of its right in cases where that other State considers such waiver to be of particular importance.

4. The foregoing provisions of this Article shall not imply any right for the military authorities of the sending State to exercise jurisdiction over persons who are nationals of or ordinarily resident in the receiving State, unless they are members of the force of the sending State.

5.—(*a*) The authorities of the receiving and sending States shall assist each other in the arrest of members of a force or civilian component or their dependents in the territory of the receiving State and in handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.

(*b*) The authorities of the receiving State shall notify promptly the military authorities of the sending State of the arrest of any member of a force or civilian component or a dependent.

(*c*) The custody of an accused member of a force or civilian component over whom the receiving State is to exercise jurisdiction shall, if he is in the hands of the sending State, remain with that State until he is charged by the receiving State.

6.—(*a*) The authorities of the receiving and sending States shall assist each other in the carrying out of all necessary investigations into offences, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offence. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.

(*b*) The authorities of the Contracting Parties shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.

7.—(*a*) A death sentence shall not be carried out in the receiving State by the authorities of the sending State if the legislation of the receiving State does not provide for such punishment in a similar case.

(*b*) The authorities of the receiving State shall give sympathetic consideration to a request from the authorities of the sending State for assistance in carrying out a sentence of imprisonment pronounced by the authorities of

3. Dans les cas de juridiction concurrente, les règles suivantes sont applicables:

(*a*) Les autorités militaires de l'Etat d'origine ont le droit d'exercer par priorité leur juridiction sur le membre d'une force ou d'un élément civil en ce qui concerne:

(i) Les infractions portant atteinte uniquement à la sûreté ou à la propriété de cet Etat ou les infractions portant atteinte uniquement à la personne ou à la propriété d'un membre de la force, ou d'un élément civil de cet Etat ainsi que d'une personne à charge;

(ii) Les infractions résultant de tout acte ou négligence accomplis dans l'exécution du service.

(*b*) Dans le cas de toute autre infraction, les autorités de l'Etat de séjour exercent par priorité leur juridiction.

(*c*) Si l'Etat qui a le droit d'exercer par priorité sa juridiction décide d'y renoncer, il le notifiera aussitôt que possible aux autorités de l'autre Etat. Les autorités de l'Etat qui a le droit d'exercer par priorité sa juridiction examinent avec bienveillance les demandes de renonciation à ce droit, présentées par les autorités de l'autre Etat, lorsque celles-ci estiment que des considérations particulièrement importantes le justifient.

4. Les dispositions du présent article ne comportent pour les autorités militaires de l'Etat d'origine aucun droit d'exercer une juridiction sur les nationaux de l'Etat de séjour ou sur les personnes qui y ont leur résidence habituelle, à moins que ceux-ci soient membres des forces armées de l'Etat d'origine.

5.—(*a*) Les autorités des Etats de séjour et d'origine se prêtent mutuellement assistance pour l'arrestation des membres d'une force de l'Etat d'origine ou d'un élément civil ou des personnes à charge sur le territoire de l'Etat de séjour et pour leur remise à l'autorité qui a à exercer sa juridiction conformément aux dispositions ci-dessus.

(*b*) Les autorités de l'Etat de séjour notifient dans les délais les plus brefs aux autorités militaires de l'Etat d'origine l'arrestation de tout membre d'une force ou d'un élément civil ou d'une personne à charge.

(*c*) La garde d'un membre d'une force ou d'un élément civil sur lequel l'Etat de séjour a à exercer son droit de juridiction et qui est entre les mains des autorités de l'Etat d'origine demeurera assurée par celles-ci jusqu'à ce que des poursuites aient été engagées contre lui par l'Etat de séjour.

6.—(*a*) Les autorités des Etats de séjour et d'origine se prêtent mutuellement assistance pour la conduite des enquêtes, pour la recherche de preuves, y compris la saisie, et s'il y a lieu, la remise des pièces à conviction et des objets de l'infraction. La remise des pièces et objets saisis peut toutefois être subordonnée à leur restitution dans un délai déterminé par l'autorité qui procède à cette remise.

(*b*) Les autorités des Parties Contractantes, dans les cas où il y a juridiction concurrente, s'informent réciproquement de la suite donnée aux affaires.

7.—(*a*) Il ne peut être procédé par les autorités de l'Etat d'origine à l'exécution d'une condamnation capitale sur le territoire de l'Etat de séjour si la législation de ce dernier ne prévoit pas la peine de mort dans un cas analogue.

(*b*) Les autorités de l'Etat de séjour examinent avec bienveillance les demandes des autorités de l'Etat d'origine en vue de prêter assistance à celles-ci pour l'exécution des peines d'emprisonnement prononcées sur le

the sending State under the provision of this Article within the territory of the receiving State.

8. Where an accused has been tried in accordance with the provisions of this Article by the authorities of one Contracting Party and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offence within the same territory by the authorities of another Contracting Party. However, nothing in this paragraph shall prevent the military authorities of the sending State from trying a member of its force for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the authorities of another Contracting Party.

9. Whenever a member of a force or civilian component or a dependent is prosecuted under the jurisdiction of a receiving State he shall be entitled—

(*a*) to a prompt and speedy trial;
(*b*) to be informed, in advance of trial, of the specific charge or charges made against him;
(*c*) to be confronted with the witnesses against him;
(*d*) to have compulsory process for obtaining witnesses in his favour, if they are within the jurisdiction of the receiving State;
(*e*) to have legal representation of his own choice for his defence or to have free or assisted legal representation under the conditions prevailing for the time being in the receiving State;
(*f*) if he considers it necessary, to have the services of a competent interpreter; and
(*g*) to communicate with a representative of the Government of the sending State and, when the rules of the court permit, to have such a representative present at his trial.

10.—(*a*) Regularly constituted military units or formations of a force shall have the right to police any camps, establishments or other premises which they occupy as the result of an agreement with the receiving State. The military police of the force may take all appropriate measures to ensure the maintenance of order and security on such premises.

(*b*) Outside these premises, such military police shall be employed only subject to arrangements with the authorities of the receiving State and in liaison with those authorities, and in so far as such employment is necessary to maintain discipline and order among the members of the force.

11. Each Contracting Party shall seek such legislation as it deems necessary to ensure the adequate security and protection within its territory of installations, equipment, property, records and official information of other Contracting Parties, and the punishment of persons who may contravene laws enacted for that purpose.

ARTICLE VIII

1. Each Contracting Party waives all its claims against any other Contracting Party for damage to any property owned by it and used by its land, sea or air armed services, if such damage—

(i) was caused by a member or an employee of the armed services of the other Contracting Party in the execution of his duties in connexion with the operation of the North Atlantic Treaty; or
(ii) arose from the use of any vehicle, vessel or aircraft owned by the other Contracting Party and used by its armed services, provided either

territoire de l'Etat de séjour par lesdites autorités conformément aux dispositions du présent article.

8. Lorsqu'un inculpé a été jugé conformément aux dispositions de cet article par les autorités d'une Partie Contractante et a été acquitté ou, en cas de condamnation, s'il subit ou a subi sa peine ou a été gracié, il ne peut plus être jugé de nouveau sur le même territoire, du chef de la même infraction, par les autorités d'une autre Partie Contractante. Toutefois, ce paragraphe ne s'oppose en rien à ce que les autorités militaires de l'Etat d'origine jugent un membre d'une force pour toute violation des règles de discipline résultant de l'acte ou de l'omission constitutive de l'infraction pour laquelle il a été jugé.

9. Quand un membre d'une force ou d'un élément civil ou une personne à charge est poursuivi devant les juridictions de l'Etat de séjour, il a droit:

(*a*) à être jugé rapidement ;
(*b*) à être tenu informé, avant les débats, de l'accusation ou des accusations portées contre lui ;
(*c*) à être confronté avec les témoins à charge ;
(*d*) à ce que les témoins à décharge soient contraints de se présenter si la juridiction de l'Etat de séjour a le pouvoir de les y obliger ;
(*e*) à être représenté selon son choix ou à être assisté dans les conditions légales en vigueur à l'époque dans l'Etat de séjour ;

(*f*) s'il l'estime nécessaire, au service d'un interprète compétent ;

(*g*) à communiquer avec un représentant du gouvernement de l'Etat d'origine, et lorsque les règles de procédure le permettent, à la présence de ce représentant aux débats.

10.—(*a*) Les unités ou formations militaires régulièrement constituées d'une force ont le droit de police sur tous les camps, établissements ou autres installations occupés par elles en vertu d'un accord avec l'Etat de séjour. La police militaire des unités ou formations peut prendre toutes les mesures utiles pour assurer le maintien de l'ordre et de la sécurité dans ces installations.

(*b*) L'emploi de ladite police militaire hors de ces installations est subordonné à un accord avec les autorités de l'Etat de séjour, se fait en liaison avec celles-ci et n'intervient que pour autant que cela est nécessaire pour maintenir l'ordre et la discipline parmi les membres de ces unités ou formations.

11. Chacune des Parties Contractantes soumettra au pouvoir législatif les projets qu'elle estime nécessaires pour permettre d'assurer sur son territoire la sécurité et la protection des installations, du matériel, des propriétés, des archives et des documents officiels des autres Parties Contractantes ainsi que la répression des infractions à cette législation.

ARTICLE VIII

1. Chaque Partie Contractante renonce à toute demande d'indemnité à l'encontre d'une autre Partie Contractante pour les dommages causés aux biens de l'Etat qui sont utilisés par ses forces armées de terre, de mer et de l'air.

(i) si le dommage est causé par un membre des forces armées de l'autre Partie Contractante, ou par un employé de celle-ci, dans l'exercice de ses fonctions dans le cadre du Traité de l'Atlantique Nord ;
(ii) ou s'il est causé par un véhicule, un navire ou un aéronef d'une Partie Contractante et utilisé par ses forces armées, à condition, ou

that the vehicle, vessel or aircraft causing the damage was being used in connexion with the operation of the North Atlantic Treaty, or that the damage was caused to property being so used.

Claims for maritime salvage by one Contracting Party against any other Contracting Party shall be waived, provided that the vessel or cargo salved was owned by a Contracting Party and being used by its armed services in connexion with the operation of the North Atlantic Treaty.

2.—(*a*) In the case of damage caused or arising as stated in paragraph 1 to other property owned by a Contracting Party and located in its territory, the issue of the liability of any other Contracting Party shall be determined and the amount of damage shall be assessed, unless the Contracting Parties concerned agree otherwise, by a sole arbitrator selected in accordance with sub-paragraph (*b*) of this paragraph. The arbitrator shall also decide any counter-claims arising out of the same incident.

(*b*) The arbitrator referred to in sub-paragraph (*a*) above shall be selected by agreement between the Contracting Parties concerned from amongst the nationals of the receiving State who hold or have held high judicial office. If the Contracting Parties concerned are unable, within two months, to agree upon the arbitrator, either may request the Chairman of the North Atlantic Council Deputies to select a person with the aforesaid qualifications.

(*c*) Any decision taken by the arbitrator shall be binding and conclusive upon the Contracting Parties.

(*d*) The amount of any compensation awarded by the arbitrator shall be distributed in accordance with the provisions of paragraph 5 (*e*) (i), (ii) and (iii) of this Article.

(*e*) The compensation of the arbitrator shall be fixed by agreement between the Contracting Parties concerned and shall, together with the necessary expenses incidental to the performance of his duties, be defrayed in equal proportions by them.

(*f*) Nevertheless, each Contracting Party waives its claim in any such case where the damage is less than:—

Belgium: B.fr. 70,000.	Luxembourg: L.fr. 70,000.
Canada: $1,460.	Netherlands: Fl. 5,320.
Denmark: Kr. 9,670.	Norway: Kr. 10,000.
France: F.fr. 490,000.	Portugal: Es. 40,250.
Iceland: Kr. 22,800.	United Kingdom: £500.
Italy: Li. 850,000.	United States: $1,400.

Any other Contracting Party whose property has been damaged in the same incident shall also waive its claim up to the above amount. In the case of considerable variation in the rates of exchange between these currencies the Contracting Parties shall agree on the appropriate adjustments of these amounts.

3. For the purposes of paragraphs 1 and 2 of this Article the expression " owned by a Contracting Party " in the case of a vessel includes a vessel on bare boat charter to that Contracting Party or requisitioned by it on bare boat terms or seized by it in prize (except to the extent that the risk of loss or liability is borne by some person other than such Contracting Party).

4. Each Contracting Party waives all its claims against any other Contracting Party for injury or death suffered by any member of its armed services while such member was engaged in the performance of his official duties.

que le véhicule, le navire ou l'aéronef cause du dommage ait été utilisé pour des actions entreprises dans le cadre des opérations du Traité de l'Atlantique Nord, ou que le dommage ait été causé à des biens utilisés dans les mêmes conditions.

Les demandes d'indemnités pour sauvetage maritime formulées par une Partie Contractante à l'encontre d'une autre Partie Contractante font l'objet de la même renonciation, sous réserve que le navire ou la cargaison sauvés soient la propriété d'une Partie Contractante et soient utilisés par ses forces armées à l'occasion d'actions entreprises dans le cadre du Traité de l'Atlantique Nord.

2.—(*a*) Dans le cas de dommages autres que ceux prevus au paragraphe 1 ci-dessus qui ont été causés aux biens d'une Partie Contractante situés sur le territoire de celle-ci, et pour autant que les Parties Contractantes intéressées n'aient pas conclu d'autre accord, il sera prononcé sur la responsabilité et le montant du dommage par un arbitre unique choisi conformément aux dispositions de l'alinéa (*b*) ci-dessous. L'arbitre connaîtra également des demandes reconventionnelles éventuelles.

(*b*) L'arbitre prévu à l'alinéa (*a*) ci-dessus sera choisi par accord entre les Parties Contractantes intéressées parmi les nationaux de l'Etat de séjour exerçant ou ayant exercé une haute fonction judiciaire. Si les Parties Contractantes intéressées n'ont pu, à l'expiration d'un délai de deux mois, se mettre d'accord sur la désignation de cet arbitre, l'une ou l'autre pourra demander au président des Suppléants du Conseil de l'Atlantique Nord de choisir une personne répondant aux qualifications indiquées ci-dessus ;

(*c*) Toute décision prise par l'arbitre sera définitive et liera les Parties Contractantes ;

(*d*) Le montant de toute indemnité attribuée par l'arbitre sera réparti comme il est prévu au paragraphe 5 (*e*) (i), (ii) et (iii) ci-dessous ;

(*e*) La rémunération de l'arbitre sera fixée par accord entre les Parties Contractantes intéressées et sera, ainsi que les dépenses qu'aura occasionnées l'accomplissement de ses fonctions, supportés par parts égales par lesdites Parties.

(*f*) Toutefois, chaque Partie Contractante renonce à demander une indemnité si le montant du dommage est inférieur aux montants suivants:

Belgique: Fr.b. 70.000.	Luxembourg: Fr.l. 70.000.
Canada: $1.460.	Pays-Bas: Fl. 5.320.
Danemark: Kr. 9.670.	Norvège: Kr. 10.000.
France: Fr.fr. 490.000.	Portugal: Es. 40.250.
Islande: Kr. 22.800.	Royaume-Uni: £500.
Italie: Li. 850.000.	Etats-Unis: $1.400.

Toute autre Partie Contractante dont les biens auraient été endommagés dans le même incident renoncera aussi à sa réclamation à concurrence des montants indiqués ci-dessus. Dans le cas de variation importante du cours des changes, les Parties Contractantes procéderont à l'ajustement des chiffres ci-dessus.

3. Les dispositions des paragraphes 1 et 2 du présent article s'appliquent à tout navire affrété en coque nue par une Partie Contractante, ou réquisitionné par elle avec un contrat d'affrètement en coque nue, ou de bonne prise (sauf en ce qui concerne la partie du risque de perte et de la responsabilité supportée par une autre personne que cette Partie Contractante).

4. Chaque Partie Contractante renonce à demander une indemnité à une autre Partie Contractante dans le cas où un membre de ses forces armées a subi des blessures ou est mort dans l'exécution du service.

5. Claims (other than contractual claims and those to which paragraphs 6 or 7 of this Article apply) arising out of acts or omissions of members of a force or civilian component done in the performance of official duty, or out of any other act, omission or occurrence for which a force or civilian component is legally responsible, and causing damage in the territory of the receiving State to third parties, other than any of the Contracting Parties, shall be dealt with by the receiving State in accordance with the following provisions:—

(*a*) Claims shall be filed, considered and settled or adjudicated in accordance with the laws and regulations of the receiving State with respect to claims arising from the activities of its own armed forces.

(*b*) The receiving State may settle any such claims, and payment of the amount agreed upon or determined by adjudication shall be made by the receiving State in its currency.

(*c*) Such payment, whether made pursuant to a settlement or to adjudication of the case by a competent tribunal of the receiving State, or the final adjudication by such a tribunal denying payment, shall be binding and conclusive upon the Contracting Parties.

(*d*) Every claim paid by the receiving State shall be communicated to the sending States concerned together with full particulars and a proposed distribution in conformity with sub-paragraphs (*e*) (i), (ii) and (iii) below. In default of a reply within two months, the proposed distribution shall be regarded as accepted.

(*e*) The cost incurred in satisfying claims pursuant to the preceding sub-paragraphs and paragraph 2 of this Article shall be distributed between the Contracting Parties, as follows :—

(i) Where one sending State alone is responsible, the amount awarded or adjudged shall be distributed in the proportion of 25 per cent. chargeable to the receiving State and 75 per cent. chargeable to the sending State.

(ii) Where more than one State is responsible for the damage, the amount awarded or adjudged shall be distributed equally among them : however, if the receiving State is not one of the States responsible, its contribution shall be half that of each of the sending States.

(iii) Where the damage was caused by the armed services of the Contracting Parties and it is not possible to attribute it specifically to one or more of those armed services, the amount awarded or adjudged shall be distributed equally among the Contracting Parties concerned : however, if the receiving State is not one of the States by whose armed services the damage was caused, its contribution shall be half that of each of the sending States concerned.

(iv) Every half-year, a statement of the sums paid by the receiving State in the course of the half-yearly period in respect of every case regarding which the proposed distribution on a percentage basis has been accepted, shall be sent to the sending States concerned, together with a request for reimbursement. Such reimbursement shall be made within the shortest possible time, in the currency of the receiving State.

(*f*) In cases where the application of the provisions of sub-paragraphs (*b*) and (*e*) of this paragraph would cause a Contracting Party serious hardship, it may request the North Atlantic Council to arrange a settlement of a different nature.

5. Les demandes d'indemnité (autres que celles résultant de l'application d'un contrat et que celles auxquelles les paragraphes 6 ou 7 du présent article sont applicables) du chef d'actes ou de négligences dont un membre d'une force ou un élément civil est responsable dans l'exécution du service ou du chef de tout autre acte, négligence ou incident dont une force ou un élément civil est légalement responsable et qui ont causé sur le territoire de l'Etat de séjour des dommages à un tiers autre que l'une des Parties Contractantes, seront réglées par l'Etat de séjour conformément aux dispositions suivantes:

(*a*) Les demandes d'indemnités sont introduites, instruites et les décisions prises, conformément aux lois et règlements de l'Etat de séjour applicables en la matière à ses propres forces armées ;

(*b*) L'Etat de séjour peut statuer sur ces dommages ; il procède au paiement des indemnités allouées dans sa propre monnaie ;

(*c*) Ce paiement, qu'il résulte du règlement direct de l'affaire ou d'une décision de la juridiction compétente de l'Etat de séjour, ou la décision de la même juridiction déboutant le demandeur, lie définitivement les Parties Contractantes ;

(*d*) Toute indemnité payée par l'Etat de séjour sera portée à la connaissance des Etats d'origine intéressés qui recevront en même temps un rapport circonstancié et une proposition de répartition établie conformément aux alinéas (*e*) (i), (ii) et (iii) ci-dessous. A défaut de réponse dans les deux mois, la proposition sera considérée comme acceptée ;

(*e*) La charge des indemnités versées pour la réparation des dommages visés aux alinéas précédents et au paragraphe 2 du présent article sera répartie entre les Parties Contractantes dans les conditions suivantes :

(i) Quand un seul Etat d'origine est responsable, le montant de l'indemnité est réparti à concurrence de 25 pour cent pour l'Etat de séjour et 75 pour cent pour l'Etat d'origine ;

(ii) Quand la responsabilité est encourue par plus d'un Etat, le montant de l'indemnité est réparti entre eux par parts égales ; toutefois, si l'Etat de séjour n'est pas un des Etats responsables, sa part sera la moitié de celle de chacun des Etats d'origine ;

(iii) Si le dommage est causé par les forces armées des Parties Contractantes sans qu'il soit possible de l'attribuer d'une manière précise à l'une ou à plusieurs de ces forces armées, le montant de l'indemnité sera réparti également entre les Parties Contractantes intéressées ; toutefois, si l'Etat de séjour n'est pas un des Etats dont les forces armées ont causé le dommage, sa part sera la moitié de celle de chacun des Etats d'origine;

(iv) Semestriellement, un état des sommes payées par l'Etat de séjour au cours du semestre précédent pour les affaires pour lesquelles une répartition en pourcentage a été admise, sera adressé aux Etats d'origine intéressés accompagné d'une demande de remboursement. Le remboursement sera fait dans les plus brefs délais, dans la monnaie de l'Etat de séjour;

(*f*) Dans le cas où, par suite de l'application des dispositions des alinéas (*b*) et (*e*) ci-dessus, une Partie Contractante se verrait imposer une charge qui l'affecterait trop lourdement, elle peut demander au Conseil de l'Atlantique Nord de procéder à un règlement de l'affaire sur une base différente ;

(*g*) A member of a force or civilian component shall not be subject to any proceedings for the enforcement of any judgment given against him in the receiving State in a matter arising from the performance of his official duties.

(*h*) Except in so far as sub-paragraph (*e*) of this paragraph applies to claims covered by paragraph 2 of this Article, the provisions of this paragraph shall not apply to any claim arising out of or in connexion with the navigation or operation of a ship or the loading, carriage, or discharge of a cargo, other than claims for death or personal injury to which paragraph 4 of this Article does not apply.

6. Claims against members of a force or civilian component arising out of tortious acts or omissions in the receiving State not done in the performance of official duty shall be dealt with in the following manner :—

(*a*) The authorities of the receiving State shall consider the claim and assess compensation to the claimant in a fair and just manner, taking into account all the circumstances of the case, including the conduct of the injured person, and shall prepare a report on the matter.

(*b*) The report shall be delivered to the authorities of the sending State, who shall then decide without delay whether they will offer an *ex gratia* payment, and if so, of what amount.

(*c*) If an offer of *ex gratia* payment is made, and accepted by the claimant in full satisfaction of his claim, the authorities of the sending State shall make the payment themselves and inform the authorities of the receiving State of their decision and of the sum paid.

(*d*) Nothing in this paragraph shall affect the jurisdiction of the courts of the receiving State to entertain an action against a member of a force or of a civilian component unless and until there has been payment in full satisfaction of the claim.

7. Claims arising out of the unauthorised use of any vehicle of the armed services of a sending State shall be dealt with in accordance with paragraph 6 of this Article, except in so far as the force or civilian component is legally responsible.

8. If a dispute arises as to whether a tortious act or omission of a member of a force or civilian component was done in the performance of official duty or as to whether the use of any vehicle of the armed services of a sending State was unauthorised, the question shall be submitted to an arbitrator appointed in accordance with paragraph 2 (*b*) of this Article, whose decision on this point shall be final and conclusive.

9. The sending State shall not claim immunity from the jurisdiction of the courts of the receiving State for members of a force or civilian component in respect of the civil jurisdiction of the courts of the receiving State except to the extent provided in paragraph 5 (*g*) of this Article.

10. The authorities of the sending State and of the receiving State shall co-operate in the procurement of evidence for a fair hearing and disposal of claims in regard to which the Contracting Parties are concerned.

ARTICLE IX

1. Members of a force or of a civilian component and their dependents may purchase locally goods necessary for their own consumption, and such

(*g*) Aucune voie d'exécution ne peut être pratiquée sur un membre d'une force ou d'un élément civil lorsqu'un jugement a été prononcé contre lui dans l'Etat de séjour s'il s'agit d'un litige né d'un acte accompli dans l'exécution du service ;

(*h*) Excepté dans la mesure où l'alinéa (*e*) du présent paragraphe s'applique aux demandes d'indemnité couvertes par le paragraphe 2 du présent article, les dispositions du présent paragraphe ne s'appliquent pas dans le cas de navigation, d'exploitation d'un navire, de chargement ou de déchargement ou de transport d'une cargaison, sauf s'il y a eu mort ou blessure d'une personne et que le paragraphe 4 ne soit pas applicable.

6. Les demandes d'indemnité contre les membres d'une force armée ou d'un élément civil fondées sur des actes dommageables ou des négligences qui n'ont pas été accomplis dans l'exécution du service sont réglées de la façon suivante :

(*a*) Les autorités de l'Etat de séjour instruisent la demande d'indemnité et fixent d'une manière juste et équitable l'indemnité due au demandeur, en tenant compte de toutes les circonstances de la cause, y compris la conduite et le comportement de la personne lésée, et elles établissent un rapport sur l'affaire ;

(*b*) Ce rapport est envoyé aux autorités de l'Etat d'origine qui décident alors sans délai si elles procéderont à une indemnisation à titre gracieux, et dans ce cas, en fixant le montant ;

(*c*) Si une offre d'indemnité à titre gracieux est faite et acceptée à titre de dédommagement intégral par le demandeur, les autorités de l'Etat d'origine effectuent elles-mêmes ce paiement et font connaître aux autorités de l'Etat de séjour leur décision et le montant de la somme versée;

(*d*) Les dispositions du présent paragraphe ne s'opposent en rien à ce que la juridiction de l'Etat de séjour statue sur l'action qui pourrait être intentée contre un membre d'une force ou d'un élément civil pour autant toutefois qu'un paiement entièrement satisfaisant n'ait pas été effectué.

7. Les demandes d'indemnité fondées sur l'usage non autorisé de tout véhicule des forces armées d'un Etat d'origine seront traitées conformément aux dispositions du paragraphe 6 du présent article sauf dans le cas où la force elle-même ou l'élément civil est légalement responsable.

8. S'il y a contestation sur le point de savoir si l'acte dommageable ou la négligence d'un membre d'une force ou d'un élément civil ont été accomplis dans l'exécution du service ou sur le point de savoir si l'utilisation d'un véhicule appartenant aux forces armées d'un Etat d'origine n'avait pas été autorisée, l'affaire est portée devant un arbitre désigné conformément au paragraphe 2 (*b*) du présent article, qui décide souverainement sur ce point.

9. Sauf dans les conditions prévues au paragraphe 5 (*g*) du présent article, l'Etat d'origine ne peut, en ce qui concerne la juridiction civile des tribunaux de l'Etat de séjour, se prévaloir de l'immunité de juridiction des tribunaux de l'Etat de séjour en faveur des membres d'une force ou d'un élément civil.

10. Les autorités de l'Etat d'origine et de l'Etat de séjour se prêtent assistance pour la recherche des preuves nécessaires à un examen équitable et à une décision en ce qui concerne les demandes d'indemnités qui intéressent les Parties Contractantes.

ARTICLE IX

1. Les membres d'une force ou d'un élément civil ainsi que les personnes à leur charge peuvent se procurer sur place les marchandises nécessaires à

services as they need, under the same conditions as the nationals of the receiving State.

2. Goods which are required from local sources for the subsistence of a force or civilian component shall normally be purchased through the authorities which purchase such goods for the armed services of the receiving State. In order to avoid such purchases having any adverse effect on the economy of the receiving State, the competent authorities of that State shall indicate, when necessary, any articles the purchase of which should be restricted or forbidden.

3. Subject to agreements already in force or which may hereafter be made between the authorised representatives of the sending and receiving States, the authorities of the receiving State shall assume sole responsibility for making suitable arrangements to make available to a force or a civilian component the buildings and grounds which it requires, as well as facilities and services connected therewith. These agreements and arrangements shall be, as far as possible, in accordance with the regulations governing the accommodation and billeting of similar personnel of the receiving State. In the absence of a specific contract to the contrary, the laws of the receiving State shall determine the rights and obligations arising out of the occupation or use of the buildings, grounds, facilities or services.

4. Local civilian labour requirements of a force or civilian component shall be satisfied in the same way as the comparable requirements of the receiving State and with the assistance of the authorities of the receiving State through the employment exchanges. The conditions of employment and work, in particular wages, supplementary payments and conditions for the protection of workers, shall be those laid down by the legislation of the receiving State. Such civilian workers employed by a force or civilian component shall not be regarded for any purpose as being members of that force or civilian component.

5. When a force or a civilian component has at the place where it is stationed inadequate medical or dental facilities, its members and their dependents may receive medical and dental care, including hospitalisation, under the same conditions as comparable personnel of the receiving State.

6. The receiving State shall give the most favourable consideration to requests for the grant to members of a force or of a civilian component of travelling facilities and concessions with regard to fares. These facilities and concessions will be the subject of special arrangments to be made between the Governments concerned.

7. Subject to any general or particular financial arrangements between the Contracting Parties, payment in local currency for goods, accommodation and services furnished under paragraphs 2, 3, 4 and, if necessary, 5 and 6, of this Article shall be made promptly by the authorities of the force.

8. Neither a force, nor a civilian component, nor the members thereof, nor their dependents, shall by reason of this Article enjoy any exemption from taxes or duties relating to purchases and services chargeable under the fiscal regulations of the receiving State.

ARTICLE X

1. Where the legal incidence of any form of taxation in the receiving State depends upon residence or domicile, periods during which a member of a force or civilian component is in the territory of that State by reason solely of his being a member of such force or civilian component shall not be considered as periods of residence therein, or as creating a change of residence or domicile,

leur propre consommation et les services dont ils ont besoin, dans les mêmes conditions que les ressortissants de l'Etat de séjour.

2. Les marchandises achetées sur place destinées à la subsistance d'une force ou d'un élément civil seront normalement achetées par l'entremise des services compétents pour l'achat de telles marchandises pour les forces armées de l'Etat de séjour. Pour éviter que ces achats n'aient un effet dommageable pour l'économie de l'Etat de séjour, les autorités compétentes de ce dernier désigneront les articles qu'il conviendrait, le cas échéant, d'exclure totalement ou partiellement desdits achats.

3. Sous réserve de l'application des accords en vigueur ou qui pourront être conclus par les autorités compétentes des Etats de séjour et d'origine, les autorités de l'Etat de séjour prennent seules les mesures appropriées pour que soient mis à la disposition d'une force ou d'un élément civil, les immeubles ainsi que les services y afférents dont ceux-ci peuvent avoir besoin. Ces accords et arrangements seront dans la mesure du possible conformes aux règlements concernant le logement et le cantonnement du personnel similaire de l'Etat de séjour. A défaut de convention stipulant le contraire, les droits et obligations naissant de l'occupation ou de l'utilisation d'un immeuble ainsi que de l'usage des services et servitudes y afférents sont régis par les lois de l'Etat de séjour.

4. Les besoins locaux en main d'œuvre civile d'une force ou d'un élément civil sont satisfaits de la même manière que ceux des services analogues de l'Etat de séjour, avec leur assistance et par l'entremise des services de la main d'œuvre. Les conditions d'emploi et de travail, notamment les salaires et accessoires de salaires et les conditions de protection des travailleurs, sont réglées conformément à la législation en vigueur dans l'Etat de séjour. Ces travailleurs civils employés par une force ou par un élément civil ne sont considérés en aucun cas comme membres de cette force ou de cet élément civil.

5. Si les services médicaux et dentaires attachés à une force ou à un élément civil sont insuffisants, leurs membres ainsi que les personnes à leur charge peuvent recevoir les soins médicaux et dentaires, y compris l'hospitalisation, dans les mêmes conditions que le personnel correspondant de l'Etat de séjour.

6. L'Etat de séjour examinera avec bienveillance les demandes de facilités de circulation et de réductions de tarifs qu'il peut accorder aux membres d'une force armée ou d'un élément civil. Ces facilités et réductions feront l'objet de dispositions particulières entre les gouvernements intéressés.

7. Sous réserve de tout accord financier général ou particulier entre les parties contractantes, les paiements en monnaie locale pour les marchandises, le logement et les services prévus aux paragraphes 2, 3, 4 et si nécessaire 5 et 6 du présent article seront effectués sans délai par les autorités de la force.

8. Une force, un élément civil, leurs membres, ou les personnes à leur charge ne peuvent se prévaloir du présent article pour revendiquer une exonération d'impôts ou taxes applicables aux achats de biens et aux prestations de services en vertu de la réglementation fiscale de l'Etat de séjour.

ARTICLE X

1. Si, dans l'Etat de séjour, l'établissement d'un impôt quelconque est fonction de la résidence ou du domicile du redevable, les périodes au cours desquelles un membre d'une force ou d'un élément civil sera présent dans le territoire de cet Etat, en raison uniquement de sa qualité de membre de cette force ou de cet élément civil, ne seront pas considérées, pour l'établissement

60602 O - 56(Part 2) - 25

for the purposes of such taxation. Members of a force or civilian component shall be exempt from taxation in the receiving State on the salary and emoluments paid to them as such members by the sending State or on any tangible movable property the presence of which in the receiving State is due solely to their temporary presence there.

2. Nothing in this Article shall prevent taxation of a member of a force or civilian component with respect to any profitable enterprise, other than his employment as such member, in which he may engage in the receiving State, and, except as regards his salary and emoluments and the tangible movable property referred to in paragraph 1, nothing in this Article shall prevent taxation to which, even if regarded as having his residence or domicile outside the territory of the receiving State, such a member is liable under the law of that State.

3. Nothing in this Article shall apply to " duty " as defined in paragraph 12 of Article XI.

4. For the purposes of this Article the term " member of a force " shall not include any person who is a national of the receiving State.

ARTICLE XI

1. Save as provided expressly to the contrary in this Agreement, members of a force and of a civilian component as well as their dependents shall be subject to the laws and regulations administered by the customs authorities of the receiving State. In particular the customs authorities of the receiving State shall have the right, under the general conditions laid down by the laws and regulations of the receiving State, to search members of a force or civilian component and their dependents and to examine their luggage and vehicles, and to seize articles pursuant to such laws and regulations.

2.—(*a*) The temporary importation and the re-exportation of service vehicles of a force or civilian component under their own power shall be authorised free of duty on presentation of a triptyque in the form shown in the Appendix to this Agreement.

(*b*) The temporary importation of such vehicles not under their own power shall be governed by paragraph 4 of this Article and the re-exportation thereof by paragraph 8.

(*c*) Service vehicles of a force or civilian component shall be exempt from any tax payable in respect of the use of vehicles on the roads.

3. Official documents under official seal shall not be subject to customs inspection. Couriers, whatever their status, carrying these documents must be in possession of an individual movement order, issued in accordance with paragraph 2 (*b*) of Article III. This movement order shall show the number of despatches carried and certify that they contain only official documents.

4. A force may import free of duty the equipment for the force and reasonable quantities of provisions, supplies and other goods for the exclusive use of the force and, in cases where such use is permitted by the receiving State, its civilian component and dependents. This duty-free importation shall be subject to the deposit, at the customs office for the place of entry, together with such customs documents as shall be agreed, of a certificate in a form

dudit impôt, comme périodes de résidence ou comme entraînant un changement de résidence ou de domicile. Les membres d'une force ou d'un élément civil seront exonérés dans l'Etat de séjour de tout impôt sur les traitements et émoluments qui leur sont payés en cette qualité par l'Etat d'origine ainsi que sur tous biens, meubles corporels leur appartenant et dont l'existence dans l'Etat de séjour est due uniquement à leur présence temporaire dans cet Etat.

2. Le présent article n'exonérera en aucune façon le membre d'une force ou d'un élément civil des impôts afférents aux activités génératrices de profits, autres que celles qu'il exerce en cette qualité, auxquelles il pourrait se livrer dans l'Etat de séjour. Sauf en ce qui concerne le traitement, les émoluments, ainsi que les biens meubles corporels, visés au paragraphe 1, les dispositions du présent article ne s'opposent en rien à la perception des impôts auxquels ledit membre est assujetti en vertu de la loi de l'Etat de séjour, même s'il est considéré comme ayant sa résidence ou son domicile hors du territoire de cet Etat.

3. Les dispositions du présent article ne sont pas applicables aux "*droits*" tels qu'ils sont définis au paragraphe 12 de l'article XI.

4. Au regard des dispositions du présent article, l'expression "membre d'une force" ne s'applique pas à une personne ayant la nationalité de l'Etat de séjour.

ARTICLE XI

1. Sous réserve des dérogations établies par la présente Convention, les membres d'une force ou d'un élément civil ainsi que les personnes à leur charge sont soumis aux lois et règlements dont l'application est confiée à l'administration des douanes de l'Etat de séjour. Les agents de cette administration ont notamment le droit de procéder dans les conditions générales prévues par la législation et la réglementation en vigueur dans l'Etat de séjour, à la visite des membres d'une force ou d'un élément civil ainsi que des personnes à leur charge, de leurs bagages et de leurs véhicules ; ils ont également le droit de saisie conformément à cette législation et à cette réglementation.

2.—(*a*) L'importation temporaire et la réexportation des véhicules immatriculés à l'armée appartenant à une force ou à un élément civil circulant par leurs propres moyens sont autorisées en franchise de droits sur présentation d'un tryptique du modèle figurant en annexe à la présente Convention.

(*b*) L'importation temporaire de véhicules immatriculés à l'armée, ne circulant pas par leurs propres moyens, se fera dans les conditions fixées au paragraphe 4 et leur réexportation dans les conditions fixées au paragraphe 8 du présent article.

(*c*) Les véhicules immatriculés à l'armée appartenant à une force ou à un élément civil bénéficient également de l'exemption des taxes qui pourraient être dues en raison de la circulation des véhicules sur les routes.

3. Les documents officiels sous pli scellé d'un sceau officiel ne sont pas soumis à la visite et au contrôle de la douane. Les courriers qui en effectuent le transport doivent être munis, quelle que soit leur qualité, d'un ordre de mission individuel délivré dans les conditions indiquées à l'article III, paragraphe 2 (*b*). Cet ordre de mission doit mentionner le nombre de plis et certifier que ceux-ci ne contiennent que des documents officiels.

4. Une force peut importer en franchise de droits son équipement et des quantités raisonnables d'approvisionnement, matériels et autres marchandises destinés à l'usage exclusif de cette force ou, dans les cas où cela est autorisé par l'Etat de séjour, à l'usage de l'élément civil et des personnes à charge. L'admission ainsi prévue en franchise est subordonnée au dépôt, au Bureau des douanes, à l'appui des documents de douane que l'on aura convenu de

agreed between the receiving State and the sending State signed by a person authorised by the sending State for that purpose. The designation of the person authorised to sign the certificates as well as specimens of the signatures and stamps to be used, shall be sent to the customs administration of the receiving State.

5. A member of a force or civilian component may, at the time of his first arrival to take up service in the receiving State or at the time of the first arrival of any dependent to join him, import his personal effects and furniture free of duty for the term of such service.

6. Members of a force or civilian component may import temporarily free of duty their private motor vehicles for the personal use of themselves and their dependents. There is no obligation under this Article to grant exemption from taxes payable in respect of the use of roads by private vehicles.

7. Imports made by the authorities of a force other than for the exclusive use of that force and its civilian component, and imports, other than those dealt with in paragraphs 5 and 6 of this Article, effected by members of a force or civilian component are not, by reason of this Article, entitled to any exemption from duty or other conditions.

8. Goods which have been imported duty-free under paragraphs 2 (*b*), 4, 5 or 6 above—

(*a*) may be re-exported freely, provided that, in the case of goods imported under paragraph 4, a certificate, issued in accordance with that paragraph, is presented to the customs office: the customs authorities, however, may verify that goods re-exported are as described in the certificate, if any, and have in fact been imported under the conditions of paragraphs 2 (*b*), 4, 5 or 6 as the case may be ;

(*b*) shall not normally be disposed of in the receiving State by way of either sale or gift: however, in particular cases such disposal may be authorised on conditions imposed by the authorities concerned of the receiving State (for instance, on payment of duty and tax and compliance with the requirements of the controls of trade and exchange).

9. Goods purchased in the receiving State shall be exported therefrom only in accordance with the regulations in force in the receiving State.

10. Special arrangements for crossing frontiers shall be granted by the customs authorities to regularly constituted units or formations, provided that the customs authorities concerned have been duly notified in advance.

11. Special arrangements shall be made by the receiving State so that fuel, oil and lubricants for use in service vehicles, aircraft and vessels of a force or civilian component, may be delivered free of all duties and taxes.

12. In paragraphs 1–10 of this Article—

"duty" means customs duties and all other duties and taxes payable on importation or exportation, as the case may be, except dues and taxes which are no more than charges for services rendered;

"importation" includes withdrawal from customs warehouses or continuous customs custody, provided that the goods concerned have not

fournir, d'une attestation dont la forme aura été acceptée par l'Etat de séjour et par l'Etat d'origine, signée par une personne habilitée à cet effet par l'Etat d'origine. La désignation de la personne habilitée à signer les attestations ainsi que les specimens de sa signature et des cachets utilisés seront adressés aux administrations douanières de l'Etat de séjour.

5. Un membre d'une force ou d'un élément civil peut, à l'occasion de sa première arrivée en vue de prendre son service dans l'Etat de séjour, ou à l'occasion de la première arrivée d'une personne à sa charge venue l'y rejoindre, importer ses effets et son mobilier personnels en franchise de droits pour la durée de son séjour.

6. Les membres d'une force ou d'un élément civil peuvent bénéficier de la franchise temporaire des droits en cas d'importation temporaire de véhicules à moteur privés destinés à leur usage personnel et à celui des personnes à leur charge. Cette disposition n'entraîne pas l'obligation d'exemption des taxes qui pourraient être dues pour l'usage des routes par les véhicules privés.

7. Les importations faites par les autorités d'une force pour des fins autres que la satisfaction des besoins exclusifs de cette force ou de son élément civil, ainsi que les importations, autres que celles visées aux paragraphes 5 et 6 du présent article, effectuées par les membres d'une force armée ou d'un élément civil, ne bénéficient, en application du présent article, d'aucune exemption de droits ni d'aucune dispense de formalités.

8. Les marchandises admises en franchise en application des dispositions des paragraphes 2 (*b*), 4, 5 ou 6 ci-dessus :

(*a*) Peuvent être réexportées librement à condition que, en ce qui concerne les marchandises importées en application du paragraphe 4, soit remise au Bureau des douanes une attestation délivrée dans les conditions prévues à ce paragraphe. Le service des douanes conserve cependant le droit de vérifier, s'il y a lieu, que les marchandises réexportées sont bien celles décrites sur l'attestation dans le cas où celle-ci est nécessaire, et ont été réellement importées dans les conditions prévues aux paragraphes 2 (*b*), 4, 5 ou 6, suivant le cas;

(*b*) Ne peuvent normalement être cédées à titre onéreux ou gratuit dans l'Etat de séjour. Cependant, dans des cas particuliers, une telle cession peut être autorisée, sous réserve des conditions imposées par les autorités compétentes de l'Etat de séjour (par exemple, paiement des droits et taxes, accomplissement des formalités inhérentes au contrôle du commerce extérieur et des changes).

9. Les exportations de marchandises achetées dans l'Etat de séjour sont soumises à la réglementation en vigueur sur le territoire dudit Etat.

10. Des facilités particulières sont accordées par les autorités douanières pour le passage des frontières par des unités ou formations régulièrement encadrées, à condition que les autorités douanières intéressées aient reçu la notification appropriée en temps utile.

11. Des dispositions spéciales seront prises par l'Etat de séjour afin que les carburants et lubrifiants destinés à l'usage des véhicules immatriculés à l'armée, des aéronefs et bateaux militaires d'une force ou d'un élément civil soient livrés exempts de tous droits et taxes.

12. Pour l'application des dix premiers paragraphes du présent article, le mot " droits " s'entend des droits de douane et de tous autres droits et taxes frappant, suivant le cas, l'importation ou l'exportation, à l'exception des droits et taxes qui constituent un remboursement de frais pour service rendu. Le mot " importation " inclut l'enlèvement des marchandises placées dans un entrepôt de douanes ou sous un régime analogue, à

been grown, produced or manufactured in the receiving State.

13. The provisions of this Article shall apply to the goods concerned not only when they are imported into or exported from the receiving State, but also when they are in transit through the territory of a Contracting Party, and for this purpose the expression "receiving State" in this Article shall be regarded as including any Contracting Party through whose territory the goods are passing in transit.

ARTICLE XII

1. The customs or fiscal authorities of the receiving State may, as a condition of the grant of any customs or fiscal exemption or concession provided for in this Agreement, require such conditions to be observed as they may deem necessary to prevent abuse.

2. These authorities may refuse any exemption provided for by this Agreement in respect of the importation into the receiving State of articles grown, produced or manufactured in that State which have been exported therefrom without payment of, or upon repayment of, taxes or duties which would have been chargeable but for such exportation. Goods removed from a customs warehouse shall be deemed to be imported if they were regarded as having been exported by reason of being deposited in the warehouse.

ARTICLE XIII

1. In order to prevent offences against customs and fiscal laws and regulations, the authorities of the receiving and of the sending States shall assist each other in the conduct of enquiries and the collection of evidence.

2. The authorities of a force shall render all assistance within their power to ensure that articles liable to seizure by, or on behalf of, the customs or fiscal authorities of the receiving State are handed to those authorities.

3. The authorities of a force shall render all assistance within their power to ensure the payment of duties, taxes and penalties payable by members of the force or civilian component or their dependents.

4. Service vehicles and articles belonging to a force or to its civilian component, and not to a member of such force or civilian component, seized by the authorities of the receiving State in connexion with an offence against its customs or fiscal laws or regulations shall be handed over to the appropriate authorities of the force concerned.

ARTICLE XIV

1. A force, a civilian component and the members thereof, as well as their dependents, shall remain subject to the foreign exchange regulations of the sending State and shall also be subject to the regulations of the receiving State.

2. The foreign exchange authorities of the sending and the receiving States may issue special regulations applicable to a force or civilian component or the members thereof as well as to their dependents.

ARTICLE XV

1. Subject to paragraph 2 of this Article, this Agreement shall remain in force in the event of hostilities to which the North Atlantic Treaty applies,

condition qu'il s'agisse de marchandises qui n'aient été, ni récoltées, ni fabriquées, ni manufacturées dans l'Etat de séjour.

13. Les dispositions du présent article s'appliquent non seulement aux marchandises importées dans l'Etat de séjour ou exportées de cet Etat, mais aussi aux marchandises en transit à travers le territoire d'une Partie Contractante. En l'occurrence, l'expression " Etat de séjour " s'entend, dans le présent article, de toute Partie Contractante à travers le territoire de laquelle les marchandises transitent.

ARTICLE XII

1. Toute exemption ou facilité douanière ou fiscale accordée en vertu de la présente Convention est subordonnée à l'observation des dispositions que les autorités douanières ou fiscales de l'Etat de séjour peuvent estimer nécessaires pour prévenir des abus.

2. Les mêmes autorités peuvent décider que ne bénéficieront pas des exemptions prévues par le présent accord les importations de produits récoltés, fabriqués ou maunfacturés dans l'Etat de séjour et exportés au préalable en franchise ou moyennant restitution des droits et taxes qui étaient dus dans le cas où ces produits n'auraient pas été exportés. Cette disposition s'applique également à des marchandises enlevées d'un entrepôt de douane, si le dépôt dans cet entrepôt a été considéré comme une exportation.

ARTICLE XIII

1. En vue de la répression des infractions aux lois et règlements douaniers et fiscaux, les autorités des Etats de séjour et d'origine se prêtent un mutuel concours pour procéder aux enquêtes et à la recherche des preuves.

2. Les autorités d'une force donnent toute l'assistance en leur pouvoir afin que les marchandises susceptibles de saisie, par les autorités douanières ou fiscales de l'Etat de séjour ou à leur profit, soient remises à celles-ci.

3. Les autorités d'une force s'engagent à faire tout ce qui est en leur pouvoir afin que les droits, taxes et amendes dus soient acquittés par les membres de cette force ou de son élément civil, ainsi que par les personnes à leur charge.

4. Les véhicules immatriculés à l'armée et les marchandises appartenant à une force ou à son élément civil et non à un de leurs membres, et saisis par les autorités de l'Etat de séjour à l'occasion d'une infraction douanière ou fiscale, sont remis aux autorités compétentes de cette force.

ARTICLE XIV

1. Une force, un élément civil, leurs membres, ainsi que les personnes à leur charge, demeurent assujettis aux règles du contrôle des changes de l'Etat d'origine et doivent se conformer aux règlements de l'Etat de séjour.

2. Les autorités chargées du contrôle des changes des Etats d'origine et de séjour peuvent mettre en vigueur des dispositions spéciales applicables à une force, à son élément civil ou à leurs membres ainsi qu'aux personnes à leur charge.

ARTICLE XV

1. Sous réserve des dispositions du paragraphe 2 ci-dessous, la présente Convention reste en vigueur en cas d'hostilités entraînant l'application des

except that the provisions for settling claims in paragraphs 2 and 5 of Article VIII shall not apply to war damage, and that the provisions of the Agreement, and, in particular of Articles III and VII, shall immediately be reviewed by the Contracting Parties concerned, who may agree to such modifications as they may consider desirable regarding the application of the Agreement between them.

2. In the event of such hostilities, each of the Contracting Parties shall have the right, by giving 60 days' notice to the other Contracting Parties, to suspend the application of any of the provisions of this Agreement so far as it is concerned. If this right is exercised, the Contracting Parties shall immediately consult with a view to agreeing on suitable provisions to replace the provisions suspended.

ARTICLE XVI

All differences between the Contracting Parties relating to the interpretation or application of this Agreement shall be settled by negotiation between them without recourse to any outside jurisdiction. Except where express provision is made to the contrary in this Agreement, differences which cannot be settled by direct negotiation shall be referred to the North Atlantic Council.

ARTICLE XVII

Any Contracting Party may at any time request the revision of any Article of this Agreement. The request shall be addressed to the North Atlantic Council.

ARTICLE XVIII

1. The present Agreement shall be ratified and the instruments of ratification shall be deposited as soon as possible with the Government of the United States of America, which shall notify each signatory State of the date of deposit thereof.

2. Thirty days after four signatory States have deposited their instruments of ratification the present Agreement shall come into force between them. It shall come into force for each other signatory State thirty days after the deposit of its instrument of ratification.

3. After it has come into force, the present Agreement shall, subject to the approval of the North Atlantic Council and to such conditions as it may decide, be open to accession on behalf of any State which accedes to the North Atlantic Treaty. Accession shall be effected by the deposit of an instrument of accession with the Government of the United States of America, which shall notify each signatory and acceding State of the date of deposit thereof. In respect of any State on behalf of which an instrument of accession is deposited, the present Agreement shall come into force thirty days after the date of the deposit of such instrument.

ARTICLE XIX

1. The present Agreement may be denounced by any Contracting Party after the expiration of a period of four years from the date on which the Agreement comes into force.

2. The denunciation of the Agreement by any Contracting Party shall be effected by a written notification addressed by that Contracting Party to the

dispositions du Traité de l'Atlantique Nord. Toutefois, les dispositions relatives au règlement des dommages contenues dans les paragraphes 2 et 5 de l'article VIII ne s'appliquent pas aux dommages de guerre et les dispositions de la présente Convention, notamment celles des articles III et VII, font immédiatement l'objet d'un nouvel examen par les Parties Contractantes intéressées. Celles-ci peuvent éventuellement convenir des modifications qui apparaîtraient désirables en ce qui concerne l'application de la Convention entre elles.

2. Dans le cas d'hostilités telles qu'elles sont définies ci-dessus, chaque Partie Contractante a le droit, en le notifiant dans un délai de 60 jours aux autres Parties Contractantes, de suspendre l'application de l'une quelconque des dispositions de la Convention pour autant que de besoin. Si ce droit est exercé, les Parties Contractantes se consultent immédiatement en vue de se mettre d'accord sur les dispositions propres à remplacer celles dont l'application est suspendue.

ARTICLE XVI

Toute contestation entre les Parties Contractantes en ce qui concerne l'interprétation ou l'application de la présente Convention est réglée par négociations entre elles sans recours à une juridiction exterieure. Sauf dans les cas où la présente Convention contient une disposition contraire, les contestations qui ne peuvent pas être réglées par negociations directes, seront portées devant le Conseil de l'Atlantique Nord.

ARTICLE XVII

Chaque Partie Contractante peut à tout moment demander la révision de tout article de la présente Convention. La demande sera adressée au Conseil de l'Atlantique Nord.

ARTICLE XVIII

1. La présente Convention sera ratifiée et les instruments de ratification seront déposés aussitôt que possible auprès du gouvernement des Etats-Unis d'Amérique qui notifiera la date de ces dépôts à chaque Etat signataire.

2. La présente Convention entrera en vigueur trente jours après le dépôt par quatre Etats signataires de leurs instruments de ratification. Elle entrera en vigueur pour chacun des autres Etats signataires trente jours après le dépôt de son instrument de ratification.

3. Après son entrée en vigueur, la présente Convention, sous réserve de l'approbation du Conseil de l'Atlantique Nord et aux conditions que ce dernier pourra fixer, sera ouverte à tout Etat adhérent au Traité de l'Atlantique Nord. L'accession deviendra effective par le dépôt d'un instrument d'accession auprès du gouvernement des Etats-Unis d'Amérique qui notifiera à chaque signataire et à l'Etat accédant la date de dépôt dont il s'agit. La présente Convention entrera en vigueur, au regard de tout Etat au nom duquel un instrument d'accession sera déposé, trente jours après la date de dépôt de cet instrument.

ARTICLE XIX

1. La présente Convention pourra être dénoncée par chaque Partie Contractante après l'expiration d'un délai de quatre ans à dater de son entrée en vigueur.

2. La dénonciation de la Convention par une Partie Contractante se fera par notification écrite adressée par cette Partie au gouvernement des Etats-

Government of the United States of America which shall notify all the other Contracting Parties of each such notification and the date of receipt thereof.

3. The denunciation shall take effect one year after the receipt of the notification by the Government of the United States of America. After the expiration of this period of one year, the Agreement shall cease to be in force as regards the Contracting Party which denounces it, but shall continue in force for the remaining Contracting Parties.

ARTICLE XX

1. Subject to the provisions of paragraphs 2 and 3 of this Article, the present Agreement shall apply only to the metropolitan territory of a Contracting Party.

2. Any State may, however, at the time of the deposit of its instrument of ratification or accession or at any time thereafter, declare by notification given to the Government of the United States of America that the present Agreement shall extend (subject, if the State making the declaration considers it to be necessary, to the conclusion of a special agreement between that State and each of the sending States concerned), to all or any of the territories for whose international relations it is responsible in the North Atlantic Treaty area. The present Agreement shall then extend to the territory or territories named therein thirty days after the receipt by the Government of the United States of America of the notification, or thirty days after the conclusion of the special agreements if required, or when it has come into force under Article XVIII, whichever is the later.

3. A State which has made a declaration under paragraph 2 of this Article extending the present Agreement to any territory for whose international relations it is responsible may denounce the Agreement separately in respect of that territory in accordance with the provisions of Article XIX.

Unis d'Amérique qui informera toutes les autres Parties Contractantes de cette notification et de la date de sa réception.

3. La dénonciation prendra effet un an après réception de sa notification par le gouvernement des Etats-Unis d'Amérique. Après l'expiration de cette période d'un an, la Convention cessera d'être en vigueur pour la Partie qui l'aura dénoncée, mais restera en vigueur entre les autres Parties Contractantes.

ARTICLE XX

1. Sous réserve des dispositions des paragraphes 2 et 3 ci-dessous, la présente Convention s'applique uniquement au territoire métropolitain d'une Partie Contractante.

2. Toutefois un Etat peut, lors du dépôt de ses instruments de ratification ou d'accession, ou ultérieurement, déclarer, par notification au gouvernement des Etats-Unis, que la présente Convention s'étendra à tous les territoires ou à tels des territoires dont les relations internationales sont assurées par lui dans la région de l'Atlantique Nord, sous réserve, si l'Etat qui fait la déclaration l'estime nécessaire, de la conclusion d'un accord particulier entre ledit Etat et chacun des Etats d'origine. La présente Convention sera appliquée pour le territoire ou les territoires ainsi mentionnés, 30 jours après la réception par le gouvernement des Etats-Unis d'Amérique de la notification, ou 30 jours après la conclusion de l'accord particulier éventuel, ou, lors de l'entrée en vigueur de la Convention telle qu'elle est définie à l'article 18, si celle-ci intervient après ce délai.

3. Un Etat qui a fait la déclaration prévue au paragraphe (2) ci-dessus du présent article en vue d'étendre la Convention à un territoire dont il assure les relations internationales, peut dénoncer la Convention dans les conditions prévues à l'article 19 en ce qui concerne ce seul territoire.

In witness whereof the undersigned Plenipotentiaries have signed the present Agreement.

Done in London this nineteenth day of June, 1951, in the English and French languages, both texts being equally authoritative, in a single original which shall be deposited in the archives of the Government of the United States of America. The Government of the United States of America shall transmit certified copies thereof to all the signatory and acceding States.

En foi de quoi les Plénipotentiaires ci-dessous désignés ont signé la présente Convention.

Fait à Londres le dix-neuf juin 1951, en anglais et en français, les deux textes faisant également foi, en un simple exemplaire qui restera déposé dans les archives du gouvernement des Etats-Unis d'Amérique. Le gouvernement des Etats-Unis d'Amérique en transmettra des copies authentiques à tous les gouvernements signataires et adhérents.

For the Kingdom of Belgium:

Pour le Royaume de Belgique:

OBERT DE THIEUSIES.

For Canada:

Pour le Canada:

L. D. WILGRESS.

For the Kingdom of Denmark:

Pour le Royaume de Danemark:

STEENSEN-LETH.

For France:

Pour la France:

HERVÉ ALPHAND.

For Iceland:

Pour l'Islande:

GUNNLAUGER PÉTURSSON.

For Italy:

Pour l'Italie:

A. ROSSI-LONGHI.

For the Grand Duchy of Luxembourg:

Pour le Grand Duché de Luxembourg:

A. CLASEN.

For the Kingdom of the Netherlands:

Pour le Royaume des Pays-Bas:

A. W. L. TJARDA VAN STARKENBORGH-STACHOUWER.

For the Kingdom of Norway:

Pour le Royaume de Norvège:

DAG BRYN.

For Portugal:

Pour le Portugal:

R. ENNES ULRICH.

The Agreement is only applicable to the territory of Continental Portugal, with the exclusion of the Adjacent Islands and the Overseas Provinces.

For the United Kingdom of Great Britain and Northern Ireland:

Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:

HERBERT MORRISON.

For the United States of America:

Pour les Etats-Unis d'Amérique:

CHARLES M. SPOFFORD.

I CERTIFY THAT the foregoing is a true copy of the agreement between the parties to the North Atlantic Treaty regarding the status of their forces which was signed in the English and French languages at London on June 19, 1951, the signed original of which is deposited in the archives of the Government of the United States of America.

IN TESTIMONY WHEREOF, I, DEAN ACHESON, Secretary of State of the United States of America, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the authentication officer of the said department, at the City of Washington, in the District of Columbia, this seventeenth day of July 1951.

[SEAL]

Dean Acheson

Secretary of State.

By M. F. Chauncey

Authentication Officer,
Department of State.

APPENDIX

Country Ministry or Service

TRIPTYQUE*

Valid from To

for temporary importation to

of the following service vehicle:—

Type

Registration Number Engine Number

Spare tyres

Fixed Communication Equipment

Name and signature of the holder of the triptyque

.....

Date of issue

By order of

.....

TEMPORARY EXITS AND ENTRIES

Name of Port or Customs Station	*Date*	*Signature and Stamp of Customs Officer*
Exit		
Entry		
Exit		
Entry		
Exit		
Entry		
Exit		
Entry		

* This document shall be in the language of the sending State and in the English and French languages.

ANNEXE

Pays Ministère ou Service

TRIPTYQUE*

valable du au

pour l'entrée temporaire

du véhicule suivant

Marque

Numéro d'immatriculation Numéro du moteur

Pneumatique de rechange

Matériel de transmission fixé à demeure

Nom et signature du titulaire du triptyque

.....

Délivré le

Par ordre de

.....

SORTIES ET ENTREES TEMPORAIRES

Désignation du Bureau des douanes	*Date*	*Visa et cachet de la douane*
Sortie		
Entrée		
Sortie		
Entrée		
Sortie		
Entrée		
Sortie		
Entrée		

* Ce document est établi dans la langue de l'Etat d'origine, et également en anglais et en français.

60602 O - 56(Part 2) - 26

WHEREAS the Senate of the United States of America by their resolution of July 15, 1953, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Agreement with the following statement:

"It is the understanding of the Senate, which understanding inheres in its advice and consent to the ratification of the Agreement, that nothing in the Agreement diminishes, abridges, or alters the right of the United States of America to safeguard its own security by excluding or removing persons whose presence in the United States is deemed prejudicial to its safety or security, and that no person whose presence in the United States is deemed prejudicial to its safety or security shall be permitted to enter or remain in the United States.

"In giving its advice and consent to ratification, it is the sense of the Senate that:

1. The criminal jurisdiction provisions of Article VII do not constitute a precedent for future agreements;

2. Where a person subject to the military jurisdiction of the United States is to be tried by the authorities of a receiving state, under the treaty the Commanding Officer of the Armed forces of the United States in such state shall examine the laws of such state with particular reference to the procedural safeguards contained in the Constitution of the United States;

3. If, in the opinion of such commanding officer, under all the circumstances of the case, there is danger that the accused will not be protected because of the absence or denial of constitutional rights he would enjoy in the United States, the commanding officer shall request the authorities of the receiving state to waive jurisdiction in accordance with the provisions of paragraph 3 (c) of Article VII (which requires the receiving state to give 'sympathetic consideration' to such request) and if such authorities refuse to waive jurisdiction, the commanding officer shall request the Department of State to press such request through diplomatic channels and notification shall be given by the Executive Branch to the Armed Services Committees of the Senate and House of Representatives;

4. A representative of the United States to be appointed by the Chief of Diplomatic Mission with the advice of the senior United States military representative in the receiving state will attend the trial of any such person by the authorities of a receiving state under the agreement, and any failure to comply with the provisions of paragraph 9 of Article VII of the agreement shall be reported to the commanding officer of the armed forces of the United States in such state who shall then request the Department of State to take ap-

propriate action to protect the rights of the accused, and notification shall be given by the Executive Branch to the Armed Services Committees of the Senate and House of Representatives."

WHEREAS the said Agreement was duly ratified by the President of the United States of America on July 24, 1953, in pursuance of the aforesaid advice and consent of the Senate and subject to the aforesaid statement;

WHEREAS it is provided in Article XVIII of the said Agreement that thirty days after four signatory States have deposited their instruments of ratification of the Agreement with the Government of the United States of America the Agreement shall come into force between them;

WHEREAS instruments of ratification of the said Agreement were deposited with the Government of the United States of America by France on September 29, 1952, by Norway on February 24, 1953, by Belgium on February 27, 1953, and by the United States of America on July 24, 1953;

WHEREAS an instrument of ratification was also deposited with the Government of the United States of America by Canada on August 28, 1953;

AND WHEREAS, pursuant to the aforesaid provisions of Article XVIII of the said Agreement, the Agreement came into force on August 23, 1953;

NOW, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the said Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces to the end that the same and every article and clause thereof, subject to the statement hereinbefore recited, shall be observed and fulfilled with good faith, on and after August 23, 1953, by the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-seventh day of October in the year of our Lord one thousand nine hundred fifty-three and of the Independence of the United States of America the one hundred seventy-eighth.

[SEAL]

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

TIAS 2847
June 19, 1948.

INTERNATIONAL RECOGNITION OF RIGHTS IN AIRCRAFT

Convention between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

- Opened for Signature at Geneva June 19, 1948
- Ratification advised by the Senate of the United States of America August 17, 1949
- Ratified by the President of the United States of America August 30, 1949
- Ratification of the United States of America deposited with the International Civil Aviation Organization September 7, 1949
- Proclaimed by the President of the United States of America September 30, 1953
- Entered into force with respect to the United States of America September 17, 1953

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the Convention on the International Recognition of Rights in Aircraft was opened for signature at Geneva on June 19, 1948 and has been signed by the respective plenipotentiaries of the United States of America, Argentina (with a reservation), Australia, Belgium, Brazil, Chile (with a reservation), China, Colombia, Cuba, Denmark, the Dominican Republic, France, Greece, Iceland, Iran, Ireland, Italy, Mexico, the Netherlands, Norway, Pakistan, Peru, Portugal, Sweden, Switzerland, the United Kingdom of Great Britain and Northern Ireland, and Venezuela;

WHEREAS the text of the said Convention in the English, French, and Spanish languages, as certified by the Secretary General of the International Civil Aviation Organization, is word for word as follows:

CONVENTION

on the International Recognition of Rights in Aircraft

CONVENTION

relative à la reconnaissance internationale des droits sur aéronef

---

CONVENIO

relativo al Reconocimiento Internacional de Derechos sobre Aeronaves

GENEVA
June 19th 1948

GENÈVE
19 juin 1948

GINEBRA
19 de junio 1948

CONVENTION

ON

THE INTERNATIONAL RECOGNITION

OF RIGHTS IN AIRCRAFT

WHEREAS the International Civil Aviation Conference, held at Chicago in November-December 1944, recommended the early adoption of a Convention dealing with the transfer of title to aircraft,

WHEREAS it is highly desirable in the interest of the future expansion of international civil aviation that rights in aircraft be recognised internationally,

THE UNDERSIGNED, duly authorized, HAVE AGREED, on behalf of their respective Governments, AS FOLLOWS:

Article I

(1) The Contracting States undertake to recognise:

(a) rights of property in aircraft;

(b) rights to acquire aircraft by purchase coupled with possession of the aircraft;

(c) rights to possession of aircraft under leases of six months or more;

(d) mortgages, hypotheques and similar rights in aircraft which are contractually created as security for payment of an indebtedness;

CONVENTION

RELATIVE A

LA RECONNAISSANCE INTERNATIONALE

DES DROITS SUR AÉRONEF

CONSIDÉRANT que la Conférence de l'aviation civile internationale, réunie à Chicago aux mois de novembre et décembre 1944, a recommandé l'adoption à une date rapprochée d'une Convention concernant le transfert de propriété d'aéronefs,

CONSIDÉRANT qu'il est hautement désirable, dans l'intérêt de l'expansion future de l'aviation civile internationale, que des droits sur aéronef soient internationalement reconnus,

LES SOUSSIGNÉS, dûment autorisés, SONT CONVENUS, au nom de leurs Gouvernements respectifs, DES DISPOSITIONS SUIVANTES:

Article I

(1) Les Etats contractants s'engagent à reconnaître:

(a) le droit de propriété sur aéronef,

(b) le droit pour le détenteur d'un aéronef d'en acquérir la propriété par voie d'achat,

(c) le droit d'utiliser un aéronef en exécution d'un contrat de location consenti pour une durée de six mois au moins,

(d) l'hypothèque, le «mortgage» et tout droit similaire sur un aéronef créé conventionnellement en garantie du paiement d'une dette,

CONVENIO

RELATIVO

AL RECONOCIMIENTO INTERNACIONAL

DE DERECHOS SOBRE AERONAVES

CONSIDERANDO: Que la Conferencia de Aviación Civil Internacional, reunida en Chicago en los meses de noviembre y diciembre de 1944, recomendó la pronta adopción de un Convenio relativo a la transferencia de propiedad de aeronaves;

CONSIDERANDO: Que es muy conveniente, para la expansión futura de la aviación civil internacional, que sean reconocidos internacionalmente los derechos sobre aeronaves,

LOS ABAJO FIRMANTES, debidamente autorizados, HAN LLEGADO A UN ACUERDO, en nombre de sus Gobiernos respectivos, SOBRE LAS DISPOSICIONES SIGUIENTES:

Articulo I

(1) Los Estados contratantes se comprometen a reconocer:

(a) el derecho de propiedad sobre aeronaves;

(b) el derecho acordado al tenedor de una aeronave a adquirir su propiedad por compra;

(c) el derecho a la tenencia de una aeronave originado por un contrato de arrendamiento de seis meses como mínimo;

(d) la hipoteca, «mortgage» y derechos similares sobre una aeronave, creados convencionalmente en garantía del pago de una deuda;

provided that such rights

(i) have been constituted in accordance with the law of the Contracting State in which the aircraft was registered as to nationality at the time of their constitution, and

(ii) are regularly recorded in a public record of the Contracting State in which the aircraft is registered as to nationality.

The regularity of successive recordings in different Contracting States shall be determined in accordance with the law of the State where the aircraft was registered as to nationality at the time of each recording.

(2) Nothing in this Convention shall prevent the recognition of any rights in aircraft under the law of any Contracting State; but Contracting States shall not admit or recognise any right as taking priority over the rights mentioned in paragraph (1) of this Article.

à condition que de tels droits soient

(i) constitués conformément à la loi de l'Etat contractant où l'aéronef est immatriculé lors de leur constitution, et

(ii) régulièrement inscrits sur le registre public de l'Etat contractant où l'aéronef est immatriculé.

La régularité des inscriptions successives dans différents Etats contractants est déterminée d'après la loi de l'Etat contractant où l'aéronef est immatriculé au moment de chaque inscription.

(2) Aucune disposition de la présente Convention n'interdit aux Etats contractants de reconnaître, par application de leur loi nationale, la validité d'autres droits grevant un aéronef. Toutefois, aucun droit préférable à ceux énumérés au paragraphe (1) du présent Article ne doit être admis ou reconnu par les Etats contractants.

a condición que tal derecho haya sido:

(i) constituído conforme a la ley del Estado contratante en el cual la aeronave estuviese matriculada al tiempo de su constitución, y

(ii) debidamente inscripto en el registro público del Estado contratante en el cual esté matriculada la aeronave.

La formalidad de las inscripciones sucesivas en diferentes Estados contratantes se determinará de conformidad con la ley del Estado contratante en el cual la aeronave esté matriculada al tiempo de cada inscripción.

(2) Ninguna disposición del presente Convenio, impedirá a los Estados contratantes reconocer, por aplicación de su ley nacional, la validez de otros derechos que graven una aeronave. No obstante, ningún derecho preferente a aquellos enumerados en el inciso (1) del presente artículo, deberá ser admitido o reconocido por los Estados contratantes.

Article II

(1) All recordings relating to a given aircraft must appear in the same record.

(2) Except as otherwise provided in this Convention, the effects of the recording of any right mentioned in Article I, paragraph (1), with regard to third parties shall be determined according to the law of the Contracting State where it is recorded.

(3) A Contracting State may prohibit the recording of any right which cannot validly be constituted according to its national law.

Article II

(1) Toutes inscriptions relatives à un aéronef sont effectuées sur le même registre.

(2) Sauf disposition contraire de la présente Convention, les effets à l'égard des tiers de l'inscription d'un des droits énumérés au paragraphe (1) de l'Article I sont déterminés conformément à la loi de l'Etat contractant où ce droit est inscrit.

(3) Tout Etat contractant peut interdire l'inscription d'un droit sur un aéronef qui ne pourrait être valablement constitué aux termes de sa loi nationale.

Artículo II

(1) Todas las inscripciones relativas a una aeronave deben constar en el mismo registro.

(2) Salvo disposición en contrario del presente Convenio, los efectos de la inscripción de alguno de los derechos enumerados en el inciso (1) del artículo I, con respecto a terceros, se determinarán conforme a la ley del Estado contratante donde tal derecho esté inscripto.

(3) Cada Estado contratante podrá impedir la inscripción de un derecho sobre una aeronave, que no pueda ser válidamente constituído conforme a su ley nacional.

Article III

(1) The address of the authority responsible for maintaining the record must be shown on every aircraft's certificate of registration as to nationality.

(2) Any person shall be entitled to receive from the authority duly certified copies or extracts of the

Article III

(1) L'adresse du service chargé de la tenue du registre est indiquée sur le certificat d'immatriculation de tout aéronef.

(2) Toute personne peut se faire délivrer par ce service des expéditions, copies ou extraits certifiés

Artículo III

(1) La ubicación de la oficina encargada de llevar el registro deberá indicarse en el certificado de matrícula de toda aeronave.

(2) Cualquiera persona podrá obtener de la oficina encargada de llevar el registro, certificados, copias o

particulars recorded. Such copies or extracts shall constitute *prima facie* evidence of the contents of the record.

(3) If the law of a Contracting State provides that the filing of a document for recording shall have the same effect as the recording, it shall have the same effect for the purposes of this Convention. In that case, adequate provision shall be made to ensure that such document is open to the public.

(4) Reasonable charges may be made for services performed by the authority maintaining the record.

conformes qui font foi jusqu'à preuve contraire des énonciations du registre.

(3) Si la loi d'un Etat contractant prévoit que la mise sous dossier d'un document tient lieu de l'inscription, cette mise sous dossier a les mêmes effets que l'inscription aux fins de la Convention. Dans ce cas, toutes dispositions sont prises pour que ce document soit accessible au public.

(4) Des taxes raisonnables peuvent être perçues à l'occasion de toutes opérations effectuées par le service chargé de la tenue du registre.

extractos de las inscripciones, debidamente autenticados, los cuales harán fé del contenido del registro, salvo prueba en contrario.

(3) Si la ley de un Estado contratante prevé que la recepción de un documento equivale a su inscripción, esta recepción surtirá los mismos efectos que la inscripción para los fines del presente Convenio. En este caso se tomarán las medidas adecuadas para que tales documentos sean accesibles al público.

(4) Podrán cobrarse derechos razonables por cualquier servicio efectuado por la oficina encargada del registro.

Article IV

(1) In the event that any claims in respect of:

(a) compensation due for salvage of the aircraft, or

(b) extraordinary expenses indispensable for the preservation of the aircraft

give rise, under the law of the Contracting State where the operations of salvage or preservation were terminated, to a right conferring a charge against the aircraft, such right shall be recognised by Contracting States and shall take priority over all other rights in the aircraft.

(2) The rights enumerated in paragraph (1) shall be satisfied in the inverse order of the dates of the incidents in connexion with which they have arisen.

(3) Any of the said rights may, within three months from the date of the termination of the salvage or preservation operations, be noted on the record.

(4) The said rights shall not be recognised in other Contracting States after expiration of the three months mentioned in paragraph (3) unless, within this period,

(a) the right has been noted on the record in conformity with paragraph (3), and

(b) the amount has been agreed upon or judicial action on the right has been commenced. As far as judicial action is concerned, the law of the forum shall deter-

Article IV

(1) Les Etats contractants reconnaissent que les créances afférentes:

(a) aux rémunérations dues pour sauvetage de l'aéronef,

(b) aux frais extraordinaires indispensables à la conservation de l'aéronef,

sont préférables à tous autres droits et créances grevant l'aéronef, à la condition d'être privilégiés et assortis d'un droit de suite au regard de la loi de l'Etat contractant où ont pris fin les opérations de sauvetage ou de conservation.

(2) Les créances énumérées au paragraphe (1) du présent Article prennent rang dans l'ordre chronologique inverse des événements qui les ont fait naître.

(3) Elles peuvent faire l'objet d'une mention au registre dans les trois mois à compter de l'achèvement des opérations qui leur ont donné naissance.

(4) Les Etats contractants s'interdisent à l'expiration du délai de trois mois ci-dessus prévu de reconnaître les sûretés dont il s'agit, à moins qu'au cours dudit délai:

(a) la créance privilégiée ne fasse l'objet d'une mention au registre conformément au paragraphe (3),

(b) le montant de la créance ne soit fixé amiablement ou qu'une action judiciaire concernant cette créance ne soit introduite. Dans ce cas la loi du tribunal saisi déter-

Artículo IV

(1) Los Estados contratantes reconocerán que los créditos originados:

(a) por las remuneraciones debidas por el salvamento de la aeronave;

(b) por los gastos extraordinarios indispensables para la conservación de la aeronave,

serán preferentes a cualesquiera otros derechos y créditos que graven la aeronave, a condición de que sean privilegiados y provistos de efectos persecutorios de acuerdo con la ley del Estado contratante donde hayan finalizado las operaciones de salvamento o de conservación.

(2) Los créditos enumerados en el inciso (1) del presente artículo, adquieren preferencia en orden cronológico inverso a los acontecimientos que los originaron.

(3) Tales créditos podrán ser objeto de anotación en el registro, dentro de los tres meses a contar de la fecha de terminación de las operaciones que los hayan originado.

(4) Los Estados contratantes no reconocerán tales gravamenes después de la expiración del plazo de tres meses previsto en el inciso (3), salvo que dentro de ese plazo:

(a) dicho crédito privilegiado haya sido objeto de anotación en el registro conforme al inciso (3),

(b) el monto del crédito haya sido fijado de común acuerdo o una acción judicial haya sido iniciada con relación a ese crédito. En este caso, la ley del tribunal que

mine the contingencies upon which the three months period may be interrupted or suspended.

(5) This Article shall apply notwithstanding the provisions of Article I, paragraph (2).

Article V

The priority of a right mentioned in Article I, paragraph (1) *(d)*, extends to all sums thereby secured. However, the amount of interest included shall not exceed that accrued during the three years prior to the execution proceedings together with that accrued during the execution proceedings.

Article VI

In case of attachment or sale of an aircraft in execution, or of any right therein, the Contracting States shall not be obliged to recognise, as against the attaching or executing creditor or against the purchaser, any right mentioned in Article I, paragraph (1), or the transfer of any such right, if constituted or effected with knowledge of the sale or execution proceedings by the person against whom the proceedings are directed.

Article VII

(1) The proceedings of a sale of an aircraft in execution shall be determined by the law of the Contracting State where the sale takes place.

(2) The following provisions shall however be observed:

(a) The date and place of the sale shall be fixed at least six weeks in advance.

(b) The executing creditor shall supply to the Court or other competent authority a certified extract of the recordings concerning the aircraft. He shall give public notice of the sale at the place where the aircraft is registered as to nationality, in accordance with the law there applicable, at least one month before the day fixed, and shall concurrently notify by registered letter, if possible by air mail, the recorded owner and the holders of recorded rights in the

mine les causes d'interruption ou de suspension du délai.

(5) Les dispositions du présent Article s'appliquent nonobstant celles du paragraphe (2) de l'Article I.

Article V

La priorité qui s'attache aux droits mentionnés au paragraphe (1) *(d)* de l'Article I s'étend à toutes les sommes garanties. Toutefois, en ce qui concerne les intérêts, la priorité n'est accordée qu'à ceux échus au cours des trois années antérieures à l'ouverture de la procédure d'exécution et au cours de cette dernière.

Article VI

En cas de saisie ou de vente forcée d'un aéronef ou d'un droit sur aéronef, les Etats contractants ne sont pas tenus de reconnaître au préjudice soit du créancier saisissant ou poursuivant, soit de l'acquéreur, la constitution ou le transfert de l'un des droits énumérés au paragraphe (1) de l'Article I par celui contre lequel est poursuivie la procédure de vente ou d'exécution, alors qu'il en avait connaissance.

Article VII

(1) Les procédures de vente forcée d'un aéronef sont celles prévues par la loi de l'Etat contractant où la vente est effectuée.

(2) Les dispositions suivantes doivent, toutefois, être respectées:

(a) la date et le lieu de la vente sont fixés six semaines au moins à l'avance;

(b) le créancier saisissant doit remettre au tribunal ou à toute autre autorité compétente un extrait certifié conforme des inscriptions concernant l'aéronef. Il doit, un mois au moins avant le jour fixé pour la vente, en faire l'annonce au lieu où l'aéronef est immatriculé conformément aux dispositions de la loi locale et prévenir, par lettre recommandée envoyée, si possible par poste aérienne, aux adresses portées sur le registre, le propriétaire ainsi que les titulaires

conozca la causa determinará los motivos de interrupción o de suspensión del plazo.

(5) Las disposiciones del presente artículo se aplicarán no obstante las del inciso (2) del artículo I.

Artículo V

La preferencia acordada a los derechos mencionados en el inciso (1), artículo I, apartado *(d)*, se extiende a todas las sumas garantizadas. Sin embargo, en lo que concierne a los intereses, dicha preferencia sólo se aplicará a los devengados en los tres años anteriores a la iniciación de la ejecución y durante el transcurso de ésta.

Artículo VI

En caso de embargo o de venta en ejecución de una aeronave o de un derecho sobre la aeronave, los Estados contratantes no estarán obligados a reconocer, en perjuicio, ya sea del acreedor embargante o ejecutante, o del adquirente, la constitución o la transferencia de alguno de los derechos enumerados en el artículo I, inciso (1), efectuada por aquel contra quien ha sido iniciada la ejecución, si tuvo conocimiento de ésta.

Artículo VII

(1) El procedimiento de venta en ejecución de una aeronave será determinado por la ley del Estado contratante donde la venta se efectúe.

(2) Sin embargo, deberá observarse las disposiciones siguientes:

(a) la fecha y lugar de la venta serán determinadas por lo menos con seis semanas de anticipación;

(b) el acreedor ejecutante proporcionará al tribunal o a cualquiera otra autoridad competente, extractos, debidamente autenticados, de las inscripciones relativas a la aeronave. Además, debe, por lo menos un mes antes de la fecha fijada para la venta, anunciarla en el lugar donde la aeronave esté matriculada conforme a las disposiciones de la ley local y notificarla, por carta certificada enviada por vía aérea si es posible, a las direcciones indicadas en el regis-

aircraft and of rights noted on the record under Article IV, paragraph (3), according to their addresses as shown on the record.

(3) The consequences of failure to observe the requirements of paragraph (2) shall be as provided by the law of the Contracting State where the sale takes place. However, any sale taking place in contravention of the requirements of that paragraph may be annulled upon demand made within six months from the date of the sale by any person suffering damage as the result of such contravention.

(4) No sale in execution can be effected unless all rights having priority over the claim of the executing creditor in accordance with this Convention which are established before the competent authority, are covered by the proceeds of sale or assumed by the purchaser.

(5) When injury or damage is caused to persons or property on the surface of the Contracting State where the execution sale takes place, by any aircraft subject to any right referred to in Article I held as security for an indebtedness, unless adequate and effective insurance by a State or an insurance undertaking in any State has been provided by or on behalf of the operator to cover such injury or damage, the national law of such Contracting State may provide in case of the seizure of such aircraft or any other aircraft owned by the same person and encumbered with any similar right held by the same creditor:

(a) that the provisions of paragraph (4) above shall have no effect with regard to the person suffering such injury or damage or his representative if he is an executing creditor;

(b) that any right referred to in Article I held as security for an indebtedness encumbering the aircraft may not be set up against any person suffering such injury or damage or his representative in excess of an amount equal to 80% of the sale price.

de droits ou de créances privilégiées mentionnées au registre conformément au paragraphe (3) de l'Article IV.

(3) Les conséquences de l'inobservation des dispositions du paragraphe (2) sont celles prévues par la loi de l'Etat contractant où la vente est effectuée. Néanmoins, toute vente effectuée en contravention des règles définies dans ce paragraphe peut être annulée sur demande introduite dans les six mois à compter de la vente, par toute personne ayant subi un préjudice du fait de cette inobservation.

(4) Aucune vente forcée ne peut être effectuée si les droits dont il est justifié devant l'autorité compétente et qui sont préférables, aux termes de la présente Convention, à ceux du créancier saisissant ne peuvent être éteints grâce au prix de la vente ou ne sont pris à charge par l'acquéreur.

(5) Lorsque, dans le territoire de l'Etat contractant où la vente est effectuée, un dommage est causé à la surface par un aéronef grevé, en garantie d'une créance, d'un des droits prévus à l'Article I, la loi nationale de cet Etat contractant peut disposer, en cas de saisie de cet aéronef ou de tout autre aéronef ayant le même propriétaire et grevé de droits semblables au profit du même créancier:

(a) que les dispositions du paragraphe (4) ci-dessus sont sans effet à l'égard des victimes ou de leurs ayants droit créanciers saisissants;

(b) que les droits prévus à l'Article I garantissant une créance et grevant l'aéronef saisi ne sont opposables aux victimes ou à leurs ayants droit qu'à concurrence de 80% de son prix de vente.

tro, al propietario y a los titulares de derechos sobre la aeronave y de creditos privilegiados anotados en el registro conforme al inciso (3) del artículo IV.

(3) Las consecuencias de la inobservancia de las disposiciones del inciso (2), serán las determinadas por la ley del Estado contratante donde la venta se efectúe. Sin embargo, toda venta efectuada en contravención de las reglas contenidas en ese inciso, podrá ser anulada en virtud de demanda iniciada dentro de los seis meses contados desde la fecha de la venta, por cualquier persona que hubiere sufrido un perjuicio a consecuencia de tal inobservancia.

(4) No podrá efectuarse venta en ejecución alguna, si los derechos justificados ante la autoridad competente y que, segun los términos del presente Convenio, tengan preferencia a los del acreedor ejecutante, no se cubren mediante el precio de la venta o no son tomados a su cargo por el adquirente.

(5) Cuando se cause un daño en la superficie en el territorio del Estado contratante en el cual se realice la venta en ejecución por una aeronave gravada con alguno de los derechos previstos en el artículo I, en garantia de un crédito, la ley nacional de ese Estado podrá disponer, en caso de embargo de dicha aeronave o cualquiera otra perteneciente al mismo propietario y gravada con derechos análogos en beneficio del mismo acreedor, que:

(a) las disposiciones del inciso (4) del presente artículo no surtan efecto con respecto a las victimas o causa habientes en calidad de acreedores ejecutantes;

(b) los derechos previstos en el artículo I, que garanticen un crédito y graven la aeronave embargada, no sean oponibles a las víctimas o sus causa habientes, sino hasta el 80 por ciento de su precio de venta.

In the absence of other limit established by the law of the Contracting State where the execution sale takes place, the insurance shall be considered adequate within the meaning of the present paragraph if the amount of the insurance corresponds to the value when new of the aircraft seized in execution.

(6) Costs legally chargeable under the law of the Contracting State where the sale takes place, which are incurred in the common interest of creditors in the course of execution proceedings leading to sale, shall be paid out of the proceeds of sale before any claims, including those given preference by Article IV.

Toutefois, les dispositions ci-dessus du présent paragraphe ne sont pas applicables lorsque le dommage causé à la surface est convenablement et suffisamment assuré par l'exploitant ou en son nom auprès d'un Etat ou une entreprise d'assurance d'un Etat quelconque.

En l'absence de toute autre limitation prévue par la loi de l'Etat contractant où il est procédé à la vente sur saisie d'un aéronef, le dommage est réputé suffisamment assuré au sens du présent paragraphe si le montant de l'assurance correspond à la valeur à neuf de l'aéronef saisi.

(6) Les frais légalement exigibles selon la loi de l'Etat contractant où la vente est effectuée, et exposés au cours de la procédure d'exécution en vue de la vente et dans l'intérêt commun des créanciers, sont remboursés sur le prix avant toutes autres créances, même celles privilégiées aux termes de l'Article IV.

Sin embargo, las disposiciones precedentes de este inciso, no serán aplicables cuando el daño causado en la superficie esté convenientemente y suficientemente asegurado por el empresario o en su nombre por un Estado o una compañia de seguros de un Estado cualquiera.

En ausencia de cualquiera otra limitación establecida por la ley del Estado contratante donde se procede a la venta en ejecución de una aeronave, el daño se reputará suficientemente asegurado en el sentido del presente inciso, si el monto del seguro corresponde al valor de la aeronave cuando nueva.

(6) Los gastos legalmente exigibles segun la ley del Estado contratante donde la venta se efectúe, incurridos durante el procedimiento de ejecución en interés común de los acreedores, serán deducidos del precio de venta antes que cualquier otro crédito, incluso los privilegiados en los términos del artículo IV.

Article VIII

Sale of an aircraft in execution in conformity with the provisions of Article VII shall effect the transfer of the property in such aircraft free from all rights which are not assumed by the purchaser.

Article VIII

La vente forcée d'un aéronef conformément aux dispositions de l'Article VII transfère la propriété de l'aéronef libre de tous droits non repris par l'acquéreur.

Artículo VIII

La venta en ejecución de una aeronave, conforme a las disposiciones del artículo VII, transferirá la propiedad de tal aeronave libre de todo derecho que no sea tomado a su cargo por el comprador.

Article IX

Except in the case of a sale in execution in conformity with the provisions of Article VII, no transfer of an aircraft from the nationality register or the record of a Contracting State to that of another Contracting State shall be made, unless all holders of recorded rights have been satisfied or consent to the transfer.

Article IX

Sauf dans le cas de vente forcée poursuivie conformément aux dispositions de l'Article VII, aucun transfert d'inscription ou d'immatriculation d'un aéronef du registre d'un Etat contractant à celui d'un autre Etat contractant ne peut être effectué sans mainlevée préalable des droits inscrits ou sans le consentement de leurs titulaires.

Artículo IX

Salvo en el caso de venta en ejecución de conformidad con el artículo VII, ninguna transferencia de matrícula o de inscripción de una aeronave, del registro de un Estado contratante al de otro Estado contratante, podrá efectuarse a menos que los titulares de derechos inscriptos hayan sido satisfechos o la consientan.

Article X

(1) If a recorded right in an aircraft of the nature specified in Article 1, and held as security for the payment of an indebtedness, extends, in conformity with the law of the Contracting State where the aircraft is registered, to spare parts stored in a specified place or places,

Article X

(1) Si en vertu de la loi de l'Etat contractant où un aéronef est immatriculé, l'un des droits prévus à l'Article I, régulièrement inscrit sur un aéronef et constitué en garantie d'une créance, s'étend à des pièces de rechange entreposées en un ou plusieurs emplacements déterminés,

Artículo X

(1) Si en virtud de la ley de un Estado contratante donde esté matriculada una aeronave, alguno de los derechos previstos en el artículo I, regularmente inscripto con respecto a una aeronave y constituído en garantía de un crédito, se extiende a las piezas de repuesto almacenadas

such right shall be recognised by all Contracting States, as long as the spare parts remain in the place or places specified, provided that an appropriate public notice, specifying the description of the right, the name and address of the holder of this right and the record in which such right is recorded, is exhibited at the place where the spare parts are located, so as to give due notification to third parties that such spare parts are encumbered.

(2) A statement indicating the character and the approximate number of such spare parts shall be annexed to or included in the recorded document. Such parts may be replaced by similar parts without affecting the right of the creditor.

(3) The provisions of Article VII, paragraphs (1) and (4), and of Article VIII shall apply to a sale of spare parts in execution. However, where the executing creditor is an unsecured creditor, paragraph 4 of Article VII in its application to such a sale shall be construed so as to permit the sale to take place if a bid is received in an amount not less than two-thirds of the value of the spare parts as determined by experts appointed by the authority responsible for the sale. Further, in the distribution of the proceeds of sale, the competent authority may, in order to provide for the claim of the executing creditor, limit the amount payable to holders of prior rights to two-thirds of such proceeds of sale after payment of the costs referred to in Article VII, paragraph (6).

(4) For the purpose of this Article the term "spare parts" means parts of aircraft, engines, propellers, radio apparatus, instruments, appliances, furnishings, parts of any of the foregoing, and generally any other articles of whatever description maintained for installation in aircraft in substitution for parts or articles removed.

Article XI

(1) The provisions of this Convention shall in each Contracting State apply to all aircraft registered as to nationality in another Contracting State.

cette extension est reconnue par tous les Etats contractants, sous condition que lesdites pièces soient conservées auxdits emplacements et qu'une publicité appropriée, effectuée sur place par voie d'affichage, avertisse dûment les tiers de la nature et de l'étendue du droit dont ces pièces sont grevées, et indique le registre où il est inscrit ainsi que le nom et l'adresse de son titulaire.

(2) Un inventaire indiquant la nature et le nombre approximatif desdites pièces est annexé au document inscrit. Ces pièces peuvent être remplacées par des pièces similaires sans affecter le droit du créancier.

(3) Les dispositions de l'Article VII (1) et (4) et de l'Article VIII s'appliquent à la vente sur saisie des pièces de rechange. Toutefois, si la créance du saisissant n'est assortie d'aucune sûreté réelle, les dispositions de l'Article VII, paragraphe (4), sont considérées comme permettant l'adjudication sur une enchère des deux tiers de la valeur des pièces de rechange telle qu'elle est fixée par experts désignés par l'autorité chargée de la vente. En outre, lors de la distribution du prix, l'autorité chargée de la vente peut limiter, au profit du créancier saisissant, le montant payable aux créanciers de rang supérieur, aux deux tiers du produit de la vente après déduction des frais prévus à l'Article VII, paragraphe (6).

(4) Au sens du présent Article, l'expression « pièces de rechange » s'applique aux parties composant les aéronefs, moteurs, hélices, appareils de radio, instruments, équipement, garnitures, parties de ces divers éléments, et plus généralement à tous autres objets, de quelque nature que ce soit, conservés en vue du remplacement des pièces composant l'aéronef.

Article XI

(1) Les dispositions de la présente Convention ne s'appliquent dans chaque Etat contractant qu'aux aéronefs immatriculés dans un autre Etat contractant.

en uno o más lugares determinados, esa extensión será reconocida por todos los Estados contratantes, a condición que tales piezas sean conservadas en dichos lugares y que una publicidad apropiada, efectuada en el lugar mediante avisos, advierta debidamente a terceros la naturaleza y extensión del derecho que las grava, con indicación del registro donde el derecho está inscripto y el nombre y domicilio de su titular.

(2) Un inventario que indique el número aproximado y la naturaleza de dichas piezas se agregará al documento inscripto. Tales piezas podrán ser reemplazadas por piezas similares sin afectar el derecho del acreedor.

(3) Las disposiciones del artículo VII, incisos (1) y (4) y el artículo VIII, se aplicarán a la venta en ejecución de las piezas de repuesto. No obstante, cuando el crédito del ejecutante no esté provisto de alguna garantía real, se considerará que las disposiciones del artículo VII (4) permiten la adjudicación sobre postura de los dos tercios del valor de las piezas de repuesto, tal como sea fijado por peritos designados por la autoridad que intervenga en la venta. Además, en la distribución del producto, la autoridad que intervenga en la venta podrá limitar, en provecho del acreedor ejecutante, el importe pagadero a los acreedores de jerarquía superior, a los dos tercios del producto de la venta, después de la deducción de los gastos previstos en el artículo VII, inciso (6).

(4) Para los fines del presente artículo, la expresión « piezas de repuesto » se aplica a las partes integrantes de las aeronaves, motores, hélices, aparatos de radio, instrumentos, equipos, avíos, las partes de estos diversos elementos y, en general, a los objetos de cualquier naturaleza, conservados para reemplazar las piezas que componen la aeronave.

Artículo XI

(1) Las disposiciones del presente Convenio se aplicarán en cada Estado contratante sólo a las aeronaves matriculadas en otro Estado contratante.

(2) Each Contracting State shall also apply to aircraft there registered as to nationality:

(a) The provisions of Articles II, III, IX, and

(b) The provisions of Article IV, unless the salvage or preservation operations have been terminated within its own territory.

Article XII

Nothing in this Convention shall prejudice the right of any Contracting State to enforce against an aircraft its national laws relating to immigration, customs or air navigation.

Article XIII

This Convention shall not apply to aircraft used in military, customs or police services.

Article XIV

For the purpose of this Convention, the competent judicial and administrative authorities of the Contracting States may, subject to any contrary provision in their national law, correspond directly with each other.

Article XV

The Contracting States shall take such measures as are necessary for the fulfilment of the provisions of this Convention and shall forthwith inform the Secretary General of the International Civil Aviation Organization of these measures.

Article XVI

For the purposes of this Convention the term "aircraft" shall include the airframe, engines, propellers, radio apparatus, and all other articles intended for use in the aircraft whether installed therein or temporarily separated therefrom.

Article XVII

If a separate register of aircraft for purposes of nationality is main-

(2) Toutefois, les Etats contractants appliquent aux aéronefs immatriculés sur leur territoire:

(a) les dispositions des Articles II, III, IX, et

(b) les dispositions de l'Article IV, sauf si le sauvetage ou les opérations conservatoires ont pris fin sur leur propre territoire.

Article XII

Les dispositions de la présente Convention n'affectent en rien le droit des Etats contractants de procéder à l'égard d'un aéronef aux mesures d'exécution prévues par leurs lois nationales relatives à l'immigration, aux douanes ou à la navigation aérienne.

Article XIII

La présente Convention ne s'applique pas aux aéronefs affectés à des services militaires, de douane ou de police.

Article XIV

Pour l'application de la présente Convention, les autorités judiciaires et administratives compétentes des Etats contractants peuvent, sauf disposition contraire de leur loi nationale, correspondre directement entre elles.

Article XV

Les Etats contractants s'engagent à prendre les mesures nécessaires pour assurer l'exécution des dispositions de la présente Convention et à les faire connaître sans retard au Secrétaire général de l'Organisation de l'aviation civile internationale.

Article XVI

Au sens de la présente Convention, « l'aéronef » comprend la cellule, les moteurs, hélices, appareils de radio et toutes pièces destinées au service de l'aéronef, qu'elles fassent corps avec lui ou en soient temporairement séparées.

Article XVII

Si un territoire représenté par un Etat contractant dans ses relations

(2) Sin embargo, los Estados contratantes aplicarán a las aeronaves matriculadas en su territorio:

(a) las disposiciones de los artículos II, III, IX, y

(b) las disposiciones del artículo IV, excepto si el salvamento o las operaciones de conservación finalizaren en su propio territorio.

Artículo XII

Las disposiciones del presente Convenio no afectarán el derecho de los Estados contratantes de aplicar a una aeronave, las medidas coercitivas previstas en sus leyes nacionales relativas a inmigración, aduanas o navegación aérea.

Artículo XIII

El presente Convenio no se aplicará a las aeronaves destinadas a servicios militares, de aduana y de policía.

Artículo XIV

Para la aplicación del presente Convenio, las autoridades judiciales y administrativas competentes de los Estados contratantes, podrán, salvo disposiciones en contrario de sus leyes nacionales, comunicar entre ellas directamente.

Artículo XV

Los Estados contratantes se comprometen a tomar las medidas necesarias para asegurar la ejecución del presente Convenio y hacerlas conocer sin retardo al Secretario General de la Organización de Aviación Civil Internacional.

Artículo XVI

Para los fines del presente Convenio, la expresión « aeronave » comprenderá la célula, los motores, las hélices, los aparatos de radio y cualesquier otras piezas destinadas al servicio de la aeronave, incorporadas en ella o temporalmente separadas de la misma.

Artículo XVII

Si en un territorio representado por un Estado contratante en sus rela-

tained in any territory for whose foreign relations a Contracting State is responsible, references in this Convention to the law of the Contracting State shall be construed as references to the law of that territory.

extérieures tient un registre distinct d'immatriculation, toute référence faite dans la présente Convention à la loi de l'Etat contractant s'entend comme une référence à la loi de ce territoire.

ciones exteriores, existe un registro de matrícula distinto, toda referencia hecha en el presente Convenio a «la ley del Estado contratante», deberá entenderse como una referencia a la ley de ese territorio.

Article XVIII

This Convention shall remain open for signature until it comes into force in accordance with the provisions of Article XX.

Article XVIII

La présente Convention reste ouverte à la signature jusqu'à ce qu'elle entre en vigueur dans les conditions prévues à l'Article XX.

Artículo XVIII

El presente Convenio quedará abierto a la firma hasta que entre en vigencia en las condiciones previstas por el Artículo XX.

Article XIX

(1) This Convention shall be subject to ratification by the signatory States.

(2) The instruments of ratification shall be deposited in the archives of the International Civil Aviation Organization, which shall give notice of the date of deposit to each of the signatory and adhering States.

Article XIX

(1) La présente Convention sera ratifiée par les Etats signataires.

(2) Les instruments de ratification seront déposés dans les archives de l'Organisation de l'aviation civile internationale qui notifiera la date du dépôt à chacun des Etats signataires et adhérents.

Artículo XIX

(1) El presente Convenio se sujetará a ratificación por los Estados signatarios.

(2) Los instrumentos de ratificación serán depositados en los archivos de la Organización de Aviación Civil Internacional la que comunicará la fecha del depósito a cada uno de los Estados signatarios y adherentes.

Article XX

(1) As soon as two of the signatory States have deposited their instruments of ratification of this Convention, it shall come into force between them on the ninetieth day after the date of the deposit of the second instrument of ratification. It shall come into force, for each State which deposits its instrument of ratification after that date, on the ninetieth day after the deposit of its instrument of ratification.

(2) The International Civil Aviation Organization shall give notice to each signatory State of the date on which this Convention comes into force.

(3) As soon as this Convention comes into force, it shall be registered with the United Nations by the Secretary General of the International Civil Aviation Organization.

Article XX

(1) Lorsque deux Etats signataires ont déposé leurs instruments de ratification sur la présente Convention, celle-ci entre en vigueur entre eux le quatre-vingt-dixième jour après le dépôt du second instrument de ratification. Elle entre en vigueur à l'égard de chacun des Etats qui dépose son instrument de ratification après cette date, le quatre-vingt-dixième jour après le dépôt de cet instrument.

(2) L'Organisation de l'aviation civile internationale notifie à chacun des Etats signataires la date à laquelle la présente Convention est entrée en vigueur.

(3) La présente Convention sera, dès son entrée en vigueur, enregistrée auprès des Nations Unies par les soins du Secrétaire général de l'Organisation de l'aviation civile internationale.

Artículo XX

(1) Tan pronto como dos Estados signatarios depositen sus intrumentos de ratificación del presente Convenio, éste entrará en vigencia entre ellos, al nonagésimo día del depósito del segundo instrumento de ratificación. Para cada uno de los Estados que depositen su instrumento de ratificación después de esa fecha, entrará en vigencia al nonagésimo día del depósito de tal instrumento.

(2) La Organización de Aviación Civil Internacional notificará a cada uno de los Estados signatarios, la fecha de entrada en vigencia del presente Convenio.

(3) Tan pronto como entre en vigencia este Convenio, será registrado en las Naciones Unidas por el Secretario General de la Organización de Aviación Civil Internacional.

Article XXI

(1) This Convention shall, after it has come into force, be open for adherence by non-signatory States.

Article XXI

(1) La présente Convention sera, après son entrée en vigueur, ouverte à l'adhésion des Etats non signataires.

Artículo XXI

(1) Después de su entrada en vigencia, este Convenio quedará abierto a la adhesión de los Estados no signatarios.

(2) Adherence shall be effected by the deposit of an instrument of adherence in the archives of the International Civil Aviation Organization, which shall give notice of the date of the deposit to each signatory and adhering State.

(3) Adherence shall take effect as from the ninetieth day after the date of the deposit of the instrument of adherence in the archives of the International Civil Aviation Organization.

Article XXII

(1) Any Contracting State may denounce this Convention by notification of denunciation to the International Civil Aviation Organization, which shall give notice of the date of receipt of such notification to each signatory and adhering State.

(2) Denunciation shall take effect six months after the date of receipt by the International Civil Aviation Organization of the notification of denunciation.

Article XXIII

(1) Any State may at the time of deposit of its instrument of ratification or adherence, declare that its acceptance of this Convention does not apply to any one or more of the territories for the foreign relations of which such State is responsible.

(2) The International Civil Aviation Organization shall give notice of any such declaration to each signatory and adhering State.

(3) With the exception of territories in respect of which a declaration has been made in accordance with paragraph (1) of this Article, this Convention shall apply to all territories for the foreign relations of which a Contracting State is responsible.

(4) Any State may adhere to this Convention separately on behalf of all or any of the territories regarding which it has made a declaration in accordance with paragraph (1) of this Article and the provisions of paragraphs (2) and (3) of Article XXI shall apply to such adherence.

(2) L'adhésion est effectuée par le dépôt dans les archives de l'Organisation de l'aviation civile internationale d'un instrument d'adhésion. L'Organisation notifie la date de ce dépôt à chacun des Etats signataires et adhérents.

(3) L'adhésion prend effet le quatre-vingt-dixième jour après le dépôt de l'instrument d'adhésion dans les archives de l'Organisation de l'aviation civile internationale.

Article XXII

(1) Chaque Etat contractant peut dénoncer la présente Convention en notifiant cette dénonciation à l'Organisation de l'aviation civile internationale qui informe chacun des Etats signataires et adhérents de la date de réception de cette notification.

(2) La dénonciation prend effet six mois après la date de réception par l'Organisation de la notification de dénonciation.

Article XXIII

(1) Tout Etat peut, au moment du dépôt de son instrument de ratification ou d'adhésion, déclarer que son acceptation de la présente Convention ne vise pas l'un ou plusieurs des territoires qu'il représente dans les relations extérieures.

(2) L'Organisation de l'aviation civile internationale notifie une telle déclaration à chacun des Etats signataires ou adhérents.

(3) A l'exception des territoires à l'égard desquels une déclaration a été faite conformément au paragraphe (1) du présent Article, la présente Convention s'applique à tous les territoires qu'un Etat contractant représente dans les relations extérieures.

(4) Tout Etat peut adhérer à la présente Convention séparément au nom de tous ou de l'un quelconque des territoires à l'égard desquels il a fait une déclaration conformément au paragraphe (1) du présent Article; dans ce cas, les dispositions des paragraphes (2) et (3) de l'Article XXI s'appliquent à cette adhésion.

(2) La adhesión se efectuará mediante el depósito del instrumento de adhesión en los archivos de la Organización de Aviación Civil Internacional, la que notificará la fecha del depósito a cada uno de los Estados signatarios y adherentes.

(3) La adhesión surtirá efectos a partir del nonagésimo día del depósito del instrumento de adhesión en los archivos de la Organización de Aviación Civil Internacional.

Artículo XXII

(1) Cada Estado contratante podrá denunciar este Convenio notificando esta denuncia a la Organización de Aviación Civil Internacional, la que comunicará la fecha del recibo de tal notificación a cada Estado signatario y adherente.

(2) La denuncia surtirá efecto seis meses después de la fecha en que la Organización de Aviación Civil Internacional reciba la notificación de dicha denuncia.

Artículo XXIII

(1) Cualquier Estado podrá declarar, en el momento del depósito de su instrumento de ratificación o adhesión, que su aceptación de este Convenio no se extiende a alguno o algunos de los territorios de cuyas relaciones exteriores es responsable.

(2) La Organización de Aviación Civil Internacional notificará tal declaración a cada uno de los Estados signatarios y adherentes.

(3) Este Convenio se aplicará a todos los territorios de cuyas relaciones exteriores es responsable un Estado contratante, con la excepción de los territorios respecto a los cuales se ha formulado una declaración conforme al inciso (1) del presente artículo.

(4) Cualquier Estado podrá adherir a este Convenio separadamente en nombre de todos o alguno de los territorios con respecto a los cuales ha formulado una declaración conforme al inciso (1) del presente artículo, en este caso se aplicarán a esa adhesión las disposiciones contenidas en los incisos (2) y (3) del artículo XXI.

(5) Any Contracting State may denounce this Convention, in accordance with the provisions of Article XXII, separately for all or any of the territories for the foreign relations of which such State is responsible.

(5) Tout Etat contractant peut dénoncer la présente Convention, conformément aux dispositions de l'Article XXII, séparément pour la totalité ou pour l'un quelconque des territoires que cet Etat représente dans les relations extérieures.

(5) Cualquier Estado podrá denunciar este Convenio, conforme a las disposiciones del artículo XXII, separadamente por todos o por alguno de los territorios de cuyas relaciones exteriores este Estado es responsable.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, having been duly authorized, have signed this Convention.

EN FOI DE QUOI les Plénipotentiaires soussignés, dûment autorisés, ont signé la présente Convention.

EN TESTIMONIO DE LO CUAL, los Plenipotenciarios que suscriben, debidamente autorizados, firman el presente Convenio.

DONE at Geneva, on the nineteenth day of the month of June of the year one thousand nine hundred and forty-eight in the English, French and Spanish languages, each text being of equal authenticity.

This Convention shall be deposited in the archives of the International Civil Aviation Organization where, in accordance with Article XVIII, it shall remain open for signature.

FAIT à Genève le dix-neuvième jour du mois de juin de l'an mil neuf cent quarante-huit, en français, anglais et espagnol, chacun de ces textes faisant également foi.

La présente Convention sera déposée dans les archives de l'Organisation de l'aviation civile internationale où, conformément à l'Article XVIII, elle restera ouverte à la signature.

HECHO en Ginebra, el décimonoveno día del mes de junio del año mil novecientos cuarenta y ocho, en los idiomas español, francés e inglés, cada uno de cuyos textos tiene igual autenticidad.

El presente Convenio será depositado en los archivos de la Organización de Aviación Civil Internacional, donde quedará abierto a la firma conforme al Artículo XVIII.

Argentina	El Gobierno Argentino hace reserva de otorgar a sus creditos fiscales la preferencia acordada en su legislacion nacional. [1]
	Juan F. Fabri Guillermo Suaya Armando A. Iron Luis A. Aerean J.Dh. Ol.(J. Damianovich-Oliveira)
Belgium	E. Allard P.A.T. de Smet
Brazil	H.C. Machado Trajano Furtado Reis A. Paulo Moura E.P. Barbosa da Silva A.S. Martins - Majoras
China	Wu NanJu
Colombia	Mauricio T. Obregon
France	Hymans H. Bouché André Garnault
Iceland	Agnar Kofoed-Hansen
Italy	Papaldo
Mexico	Enrique M. Loaeza Ref.
Netherlands	H.J. Spanjaard Pour le Royaume en Europe
Peru	J. San Martin A. Wagner

[1] In translation reads: "The Government of Argentina reserves the right to grant to its fiscal claims the preference accorded in its national legislation."

Portugal	Humberto Delgado Manuel Fernandes
United Kingdom	F. Tymms R.O. Wilberforce
United States	Russell B. Adams
Venezuela	J. Lopez H.
Dominican Republic	Hanot d'Hartoy ad ref.
Switzerland	Ed. Amstutz
Greece	P.A. Metaxas ad referendum
Chile	El Gobierno de Chile se reserva el derecho, con relacion a art. 10, inc. (2) del Convenio, de reconocer como derechos preferentes, de acuerdo con el orden establecido en su ley nacional, el credito del fisco por impuestos, tasas o derechos adenados por el propietario o tenedor de la aeronave y devengados en el servicio de esta, y el credito del trabajo por los sueldos y salarios de la tripulacion, por el período que limite la ley nacional. [1] G. Edward D. Hamilton Ramon Rodriguez
Ireland	Timothy J. O'Driscoll

I hereby certify that the present document is a full, true and correct copy of the Convention deposited in the Archives of the International Civil Aviation Organization.

Je certifie que le présent document est une copie complète, fidèle et correcte de la Convention déposée dans les Archives de l'Organisation de l'aviation civile internationale.

Certifico que el presente documento es una copia completa, fiel y correcta del Convenio depositado en el Archivo de la Organizacion de Aviacion Civil Internacional.

Secretary General

Secrétaire Général

Secretario General

[1] In translation reads: "The Government of Chile reserves the right, in connection with Article 4, No. 1 of the Convention, to recognize as rights having priority according to the order of priority established in the national law, fiscal claims for taxes, charges and other fees due by the owner or holder of the aircraft and arising out of the service of the aircraft, and the claims for salaries and wages of the crew during the period prescribed by the national law."

WHEREAS the Senate of the United States of America by their Resolution of August 17, 1949, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Convention;

WHEREAS the said Convention was duly ratified by the President of the United States of America on August 30, 1949, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS it is provided in Article XX of the said Convention that as soon as two of the signatory States have deposited their instruments of ratification the Convention shall come into force between them on the ninetieth day after the date of the deposit of the second instrument of ratification;

WHEREAS instruments of ratification of the said Convention were deposited with the International Civil Aviation Organization by the United States of America on September 7, 1949, by Pakistan on June 19, 1953, and by Brazil on July 3, 1953;

AND WHEREAS, pursuant to the aforesaid provisions of Article XX of the said Convention, the Convention came into force on September 17, 1953, the ninetieth day after June 19, 1953, the date of the deposit of the second instrument of ratification;

NOW, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the said Convention on the International Recognition of Rights in Aircraft to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after September 17, 1953, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this thirtieth day of September in the year of our Lord one thousand nine hundred fifty-three and of the Independence of the United States of America the one hundred seventy-eighth.

[SEAL]

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

TIAS 2848
Sept. 29, 1953.

AMENDMENT OF ARTICLE XVII OF THE ADMINISTRATIVE AGREEMENT UNDER ARTICLE III OF THE SECURITY TREATY

Protocol, and Official Minutes,
between the UNITED STATES OF AMERICA
and JAPAN

- Signed at Tokyo September 29, 1953
- Entered into force October 29, 1953

PROTOCOL TO AMEND ARTICLE XVII OF THE ADMINISTRATIVE AGREEMENT UNDER ARTICLE III OF THE SECURITY TREATY BETWEEN THE UNITED STATES OF AMERICA AND JAPAN

Whereas the "Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces", signed at London on June 19, 1951, [1] came into force on August 23, 1953 with respect to the United States of America; and

Whereas Japan desires to conclude with the United States of America an agreement on criminal jurisdiction similar to the corresponding provisions of the said Agreement in accordance with the provisions of paragraph 1 of Article XVII of the Administrative Agreement, signed at Tokyo on February 28, 1952, [2] under Article III of the Security Treaty [3] between the United States of America and Japan;

Now the Governments of the United States of America and Japan have agreed that the existing provisions of Article XVII of the said Administrative Agreement shall be abrogated and the following provisions shall be substituted:

ARTICLE XVII

1. Subject to the provisions of this Article,

(a) the military authorities of the United States shall have the right to exercise within Japan all criminal and disciplinary jurisdiction conferred on them by the law of the United States over all persons subject to the military law of the United States;

(b) the authorities of Japan shall have jurisdiction over the members of the United States armed forces, the civilian component, and their dependents with respect to offenses committed within the territory of Japan and punishable by the law of Japan.

2. (a) The military authorities of the United States shall have the right to exercise exclusive jurisdiction over persons subject to the military law of the United States with respect to offenses, including offenses relating to its security, punishable by the law of the United States, but not by the law of Japan.

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[1] Treaties and Other International Acts Series 2846; *ante* p. 1792.

[2] TIAS 2492; 3 UST, pt. 3, p. 3341.

[3] TIAS 2491; 3 UST, pt. 3, p. 3329.

(b) The authorities of Japan shall have the right to exercise exclusive jurisdiction over members of the United States armed forces, the civilian component, and their dependents with respect to offenses, including offenses relating to the security of Japan, punishable by its law but not by the law of the United States.

(c) For the purposes of this paragraph and of paragraph 3 of this Article a security offense against a State shall include

(i) treason against the State;

(ii) sabotage, espionage or violation of any law relating to official secrets of that State, or secrets relating to the national defense of that State.

3. In cases where the right to exercise jurisdiction is concurrent the following rules shall apply:

(a) The military authorities of the United States shall have the primary right to exercise jurisdiction over members of the United States armed forces or the civilian component in relation to

(i) offenses solely against the property or security of the United States, or offenses solely against the person or property of another member of the United States armed forces or the civilian component or of a dependent;

(ii) offenses arising out of any act or omission done in the performance of official duty.

(b) In the case of any other offense the authorities of Japan shall have the primary right to exercise jurisdiction.

(c) If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a waiver of its right in cases where that other State considers such waiver to be of particular importance.

4. The foregoing provisions of this Article shall not imply any right for the military authorities of the United States to exercise jurisdiction over persons who are nationals of or ordinarily resident in Japan, unless they are members of the United States armed forces.

5. (a) The military authorities of the United States and the authorities of Japan shall assist each other in the arrest of members of the United States armed forces, the civilian component, or their dependents in the territory of Japan and in handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.

(b) The authorities of Japan shall notify promptly the military authorities of the United States of the arrest of any member of the United States armed forces, the civilian component, or a dependent.

(c) The custody of an accused member of the United States armed forces or the civilian component over whom Japan is to exercise jurisdiction shall, if he is in the hands of the United States, remain with the United States until he is charged by Japan.

6. (a) The military authorities of the United States and the authorities of Japan shall assist each other in the carrying out of all necessary investigations into offenses, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offense. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.

(b) The military authorities of the United States and the authorities of Japan shall notify each other of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.

7. (a) A death sentence shall not be carried out in Japan by the military authorities of the United States if the legislation of Japan does not provide for such punishment in a similar case.

(b) The authorities of Japan shall give sympathetic consideration to a request from the military authorities of the United States for assistance in carrying out a sentence of imprisonment pronounced by the military authorities of the United States under the provisions of this Article within the territory of Japan.

8. Where an accused has been tried in accordance with the provisions of this Article either by the military authorities of the United States or the authorities of Japan and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offense within the territory of Japan by the authorities of the other State. However, nothing in this paragraph shall prevent the military authorities of the United States from trying a member of its armed forces for any violation of rules of discipline arising from an act or omission which constituted an offense for which he was tried by the authorities of Japan.

9. Whenever a member of the United States armed forces, the civilian component or a dependent is prosecuted under the jurisdiction of Japan he shall be entitled:

(a) to a prompt and speedy trial;

(b) to be informed, in advance of trial, of the specific charge or charges made against him;

(c) to be confronted with the witnesses against him;

(d) to have compulsory process for obtaining witnesses in his favor, if they are within the jurisdiction of Japan;

(e) to have legal representation of his own choice for his defense or to have free or assisted legal representation under the conditions prevailing for the time being in Japan;

(f) if he considers it necessary, to have the services of a competent interpreter; and

(g) to communicate with a representative of the Government of the United States and to have such a representative present at his trial.

10. (a) Regularly constituted military units or formations of the United States armed forces shall have the right to police any facilities or areas which they use under Article II of this Agreement. The military police of such forces may take all appropriate measures to ensure the maintenance of order and security within such facilities and areas.

(b) Outside these facilities and areas, such military police shall be employed only subject to arrangements with the authorities of Japan and in liaison with those authorities, and in so far as such employment is necessary to maintain discipline and order among the members of the United States armed forces.

11. In the event of hostilities to which the provisions of Article XXIV of this Agreement apply, either the United States or Japan shall have the right, by giving sixty days' notice to the other, to suspend the application of any of the provisions of this Article. If this right is exercised, the United States and Japan shall immediately consult with a view to agreeing on suitable provisions to replace the provisions suspended.

The present Protocol shall come into effect thirty days after the date of its signing.

In witness whereof the representatives of the two Governments, duly authorized for the purpose, have signed the present Protocol.

Done at Tokyo, in duplicate, in the English and Japanese languages, both texts being equally authentic, this twenty-ninth day of September, 1953.

For the Government of the United States of America:

JOHN M. ALLISON

For the Government of Japan:

KATSUO OKAZAKI

TAKESHI INUKAI

[SEAL] [SEAL]

AGREED OFFICIAL MINUTES REGARDING PROTOCOL TO AMEND ARTICLE XVII OF THE ADMINISTRATIVE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND JAPAN

Re paragraph 1 (a) and paragraph 2 (a) :

The scope of persons subject to the military law of the United States shall be communicated, through the Joint Committee, to the Government of Japan by the Government of the United States.

Re paragraph 2 (c) :

Both Governments shall inform each other of the details of all the security offenses mentioned in this subparagraph and the provisions governing such offenses in the existing laws of their respective countries.

Re paragraph 3 (a) (ii) :

Where a member of the United States armed forces or the civilian component is charged with an offense, a certificate issued by or on behalf of his commanding officer stating that the alleged offense, if committed by him, arose out of an act or omission done in the performance of official duty, shall, in any judicial proceedings, be sufficient evidence of the fact unless the contrary is proved.

The above statement shall not be interpreted to prejudice in any way Article 318 of the Japanese Code of Criminal Procedure.

Re paragraph 3 (c) :

1. Mutual procedures relating to waivers of the primary right to exercise jurisdiction shall be determined by the Joint Committee.

2. Trials of cases in which the Japanese authorities have waived the primary right to exercise jurisdiction, and trials of cases involving offenses described in paragraph 3 (a) (ii) committed against the State or nationals of Japan shall be held promptly in Japan within a reasonable distance from the places where the offenses are alleged to have taken place unless other arrangements are mutually agreed upon. Representatives of the Japanese authorities may be present at such trials.

Re paragraph 4:

Dual nationals, United States and Japanese, who are subject to the military law of the United States and are brought to Japan by the United States shall not be considered as nationals of Japan, but shall be considered as United States nationals for the purposes of this paragraph.

Re paragraph 5:

1. In case the Japanese authorities have arrested an offender who is a member of the United States armed forces, the civilian component, or a dependent subject to the military law of the United States with respect to a case over which Japan has the primary right to exercise jurisdiction, the Japanese authorities will, unless they deem that there is adequate cause and necessity to retain such offender, release him to the custody of the United States military authorities provided that he shall, on request, be made available to the Japanese authorities, if such be the condition of his release. The United States authorities shall, on request, transfer his custody to the Japanese authorities at the time he is indicted by the latter.

2. The United States military authorities shall promptly notify the Japanese authorities of the arrest of any member of the United States armed forces, the civilian component or a dependent in any case in which Japan has the primary right to exercise jurisdiction.

Re paragraph 9:

1. The rights enumerated in items (a) through (e) of this paragraph are guaranteed to all persons on trial in Japanese courts by the provisions of the Japanese Constitution. In addition to these rights, a member of the United States armed forces, the civilian component or a dependent who is prosecuted under the jurisdiction of Japan shall have such other rights as are guaranteed under the laws of Japan to all persons on trial in Japanese courts. Such additional rights include the following which are guaranteed under the Japanese Constitution:

(a) He shall not be arrested or detained without being at once informed of the charge against him or without the immediate privilege of counsel; nor shall he be detained without adequate cause; and upon demand of any person such cause must be immediately shown in open court in his presence and the presence of his counsel;

(b) He shall enjoy the right to a public trial by an impartial tribunal;

(c) He shall not be compelled to testify against himself;

(d) He shall be permitted full opportunity to examine all witnesses;

(e) No cruel punishments shall be imposed upon him.

2. The United States authorities shall have the right upon request to have access at any time to members of the United States armed forces, the civilian component, or their dependents who are confined or detained under Japanese authority.

3. Nothing in the provisions of paragraph 9 (g) concerning the presence of a representative of the United States Government at the trial of a member of the United States armed forces, the civilian component or a dependent prosecuted under the jurisdiction of Japan, shall be so construed as to prejudice the provisions of the Japanese Constitution with respect to public trials.

Re paragraphs 10 (a) and 10 (b):

1. The United States military authorities will normally make all arrests within facilities and areas in use by and guarded under the authority of the United States armed forces. This shall not preclude the Japanese authorities from making arrests within facilities and areas in cases where the competent authorities of the United States armed forces have given consent, or in cases of pursuit of a flagrant offender who has committed a serious crime.

Where persons whose arrest is desired by the Japanese authorities and who are not subject to the jurisdiction of the United States armed forces are within facilities and areas in use by the United States armed forces, the United States military authorities will undertake, upon request, to arrest such persons. All persons arrested by the United States military authorities, who are not subject to the jurisdiction of the United States armed forces, shall immediately be turned over to the Japanese authorities.

The United States military authorities may, under due process of law, arrest in the vicinity of a facility or area any person in the commission or attempted commission of an offense against the security of that facility or area. Any such person not subject to the jurisdiction of the United States armed forces shall immediately be turned over to the Japanese authorities.

2. The Japanese authorities will normally not exercise the right of search, seizure, or inspection with respect to any persons or property within facilities and areas in use by and guarded under the authority of the United States armed forces or with respect to property of the United States armed forces wherever situated, except in cases where the competent authorities of the United States

armed forces consent to such search, seizure, or inspection by the Japanese authorities of such persons or property.

Where search, seizure, or inspection with respect to persons or property within facilities and areas in use by the United States armed forces or with respect to property of the United States armed forces in Japan is desired by the Japanese authorities, the United States military authorities will undertake, upon request, to make such search, seizure, or inspection. In the event of a judgment concerning such property, except property owned or utilized by the United States Government or its instrumentalities, the United States will turn over such property to the Japanese authorities for disposition in accordance with the judgment.

Re application of the Protocol:

The provisions of the Protocol shall not apply to any offenses committed before the coming into effect of the Protocol. Such cases shall be governed by the provisions of Article XVII of the Administrative Agreement as it existed prior to the coming into effect of the Protocol.

JOHN M. ALLISON
Ambassador Extraordinary and Plenipotentiary of the United States of America.

KATSUO OKAZAKI
Minister for Foreign Affairs of Japan.

TAKESHI INUKAI
Minister of Justice of Japan.

TOKYO, *September 29, 1953.*

千九百五十三年九月二十九日に東京で

日本国外務大臣　岡崎勝男

日本国法務大臣　犬養健

日本国駐在アメリカ合衆国特命全権大使

John M. Allison

を約束する。これらの財産で合衆国政府又はその附属機関が所有し又は利用する財産以外のものについて、裁判が行われたときは、合衆国は、それらの財産を裁判に従つて処理するため日本国の当局に引き渡すものとする。

議定書の適用に関し、

この議定書の規定は、議定書の効力発生前に犯されたいかなる罪にも適用されない。それらの事件に対しては、この議定書の効力発生前に存在した行政協定第十七条の規定が適用されるものとする。

対する罪の既遂又は未遂の現行犯に係る者を法の正当な手続に従つて逮捕することができる。これらの者で合衆国軍隊の裁判権に服さないものは、すべて、直ちに日本国の当局に引き渡さなければならない。

2 日本国の当局は、通常、合衆国軍隊が使用し、且つ、その権限に基いて警備している施設若しくは区域内にあるすべての者若しくは財産について、又は所在地のいかんを問わず合衆国軍隊の財産について、捜索、差押又は検証を行う権利を行使しない。但し、合衆国軍隊の権限のある当局が、日本国の当局によるこれらの捜索、差押又は検証に同意した場合は、この限りでない。

合衆国軍隊が使用している施設若しくは区域内にある者若しくは財産又は日本国にある合衆国軍隊の財産について、捜索、差押又は検証を行うことを日本国の当局が希望するときは、合衆国の軍当局は、要請により、その捜索、差押又は検証を行うこと

1 合衆国の軍当局は、通常、合衆国軍隊が使用し、且つ、その権限に基いて警備している施設及び区域内ですべての逮捕を行うものとする。このことは、合衆国軍隊の権限のある当局が同意する場合又は重大な罪を犯した現行犯人を追跡している場合において日本国の当局が前記の施設又は区域内において逮捕を行うことを妨げるものではない。

日本国の当局が逮捕することを希望する者で合衆国軍隊の裁判権に服さないものが、合衆国軍隊により使用されている施設又は区域内にある場合には、合衆国の軍当局は、日本国の当局の要請によりその者を逮捕することを約束する。合衆国の軍当局により逮捕された者で合衆国軍隊の裁判権に服さないすべてのものは、直ちに日本国の当局に引き渡さなければならない。

合衆国の軍当局は、施設又は区域の近傍において、当該施設又は当該区域の安全に

(b) その者は、公平な裁判所の公開裁判を受ける権利を有する。

(c) その者は、自己に不利益な供述を強要されない。

(d) その者は、すべての証人を審問する機会を充分に与えられる。

(e) その者は、残虐な刑罰を科せられることはない。

2 合衆国の当局は、要請すれば、いつでも、合衆国軍隊の構成員若しくは軍属又はそれらの家族で日本国の権限の下に拘禁されているものに接見する権利を有する。

3 合衆国軍隊の構成員若しくは軍属又はそれらの家族で日本国の裁判権に基いて起訴されたものの裁判に合衆国政府の代表者が立ち会うことに関する9(g)のいかなる規定も、裁判の公開に関する日本国憲法の規定を害するものと解釈してはならない。

10(a)及び10(b)に関し、

60602 O - 56(Part 2) - 28

9に関し、

1 本項(a)から(e)までに掲げる権利は、日本国憲法の規定により、日本国の裁判所において裁判を受けるすべての者に対して保障されている。これらの権利の外、合衆国軍隊の構成員若しくは軍属又はそれらの家族で日本国の裁判権の下に起訴されたものは、日本国の裁判所において裁判を受けるすべての者に対して日本国の法律が保障するその他の権利を有する。前記のその他の権利は、日本国憲法により保障されている次の権利を含む。

(a) その者は、自己に対する被疑事実を直ちに告げられ、且つ、直ちに弁護人に依頼する権利を与えられなければ、抑留又は拘禁されない。また、その者は、正当な理由がなければ、拘禁されず、要求があれば、その理由は、直ちに本人及びその弁護人の出席する公開の法廷で示されなければならない。

合衆国軍隊の構成員若しくは軍属又はそれらの家族で合衆国の軍法に服するものを犯人として逮捕したときは、その犯人を拘束する正当な理由及び必要があると思料する場合を除く外、当該犯人を釈放し、合衆国の軍当局による拘禁にゆだねるものとする。但し、日本国の当局がその犯人を取り調べることができることをその釈放の条件とした場合には、日本国の当局の要請があれば、日本国の当局がその犯人をいつでも取り調べることができるようにしなければならない。合衆国の当局は、日本国の当局の要請があれば、日本国の当局がその犯人を起訴した時にその犯人の身柄を日本国の当局に引き渡さなければならない。

2 合衆国の軍当局は、日本国が裁判権を行使する第一次の権利を有するすべての事件について、合衆国軍隊の構成員若しくは軍属又はそれらの家族の逮捕を直ちに日本国の当局に通告するものとする。

める罪で日本国又は日本国民に対して犯されたものに係る事件の裁判は、別段の取極が相互に合意されない限り、日本国において、犯罪が行われたと認められる場所から適当な距離内で、直ちに行わなければならない。日本国の当局の代表者は、その裁判に立ち会うことができる。

4に関し、

合衆国及び日本国の二重国籍者で、合衆国の軍法に服しており、且つ、合衆国が日本国に入れたものは、4の適用上、日本国民とみなさず、合衆国国民とみなす。

5に関し、

1 日本国の当局は、日本国が裁判権を行使する第一次の権利を有する事件について、

合衆国軍隊の構成員又は軍属が起訴された場合において、その起訴された罪がもし被告人により犯されたとするならば、その罪が公務執行中の作為又は不作為から生じたものである旨を記載した証明書でその指揮官又は指揮官に代るべき者が発行したものは、反証のない限り、刑事手続のいかなる段階においてもその事実の充分な証拠資料となる。

前項の陳述は、いかなる意味においても、日本国の刑事訴訟法第三百十八条を害するものと解釈してはならない。

3 (c)に関し、

1 裁判権を行使する第一次の権利の放棄に関する相互の手続は、合同委員会が決定するものとする。

2 日本国の当局が裁判権を行使する第一次の権利を放棄した事件の裁判及び(a)(ii)に定

日本国とアメリカ合衆国との間の行政協定第十七条を改正する議定書に関する合意された公式議事録

1 (a)及び2 (a)に関し、

合衆国の軍法に服する者の範囲は、合衆国政府が合同委員会を通じて日本国政府に通知しなければならない。

2 (c)に関し、

両政府は、2 (c)に掲げる安全に対するすべての罪に関する詳細及びそれぞれ自国の現行法の規定でそれらの罪を定めるものを相互に通報しなければならない。

3 (a) (ii)に関し、

日本国政府のために

岡崎勝男

犬養健

アメリカ合衆国政府のために



以上の証拠として、両政府の代表者は、このために正当な委任を受け、この議定書に署名した。

千九百五十三年九月二十九日に東京で、ひとしく正文である日本語及び英語により本書二通を作成した。

の取極に従うことを条件とし、且つ、日本国の当局と連絡して使用されるものとし、その使用は、合衆国軍隊の構成員の間の規律及び秩序の維持のため必要な範囲内に限るものとする。

11

この協定の第二十四条の規定が適用される敵対行為が生じた場合には、日本国及び合衆国のいずれの一方も、他方の国に対し六十日前に予告を与えることによつて、本条のいずれの規定の適用も停止させる権利を有する。この権利が行使されたときは、日本国及び合衆国は、適用を停止される規定に代るべき適当な規定を合意する目的をもつて直ちに協議しなければならない。

この議定書は、署名の日の後三十日で効力を生ずるものとする。

権利

(e) 自己の弁護のため自己の選択する弁護人をもつ権利又は日本国でその当時通常行われている条件に基き費用を要しないで若しくは費用の補助を受けて弁護人をもつ権利

(f) 必要と認めたときは、有能な通訳を用いる権利

(g) 合衆国の政府の代表者と連絡する権利及び自己の裁判にその代表者を立ち会わせる権利

10

(a) 合衆国軍隊の正規に編成された部隊又は編成隊は、第二条に基き使用する施設及び区域において警察権を行う権利を有する。合衆国軍隊の軍事警察は、それらの施設及び区域において、秩序及び安全の維持を確保するためすべての適当な措置を執ることができる。

(b) 前記の施設及び区域の外部においては、前記の軍事警察は、必らず日本国の当局と

服役しているとき、服役したとき、若しくは赦免されたときは、他方の国の当局は、日本国の領域内において同一の犯罪について重ねてその者を裁判してはならない。但し、本項の規定は、合衆国の軍当局が合衆国軍隊の構成員を、その者が日本国の当局により裁判を受けた犯罪を構成した作為又は不作為から生ずる軍紀違反について、裁判することを妨げるものではない。

9 合衆国軍隊の構成員若しくは軍属又はそれらの家族は、日本国の裁判権に基いて公訴を提起された場合には、いつでも、次の権利を有する。

(a) 遅滞なく迅速な裁判を受ける権利

(b) 公判前に自己に対する具体的な訴因の通知を受ける権利

(c) 自己に不利な証人と対決する権利

(d) 証人が日本国の管轄内にあるときは、自己のために強制的手続により証人を求める

含む。）について、相互に援助しなければならない。但し、それらの物件の引渡は、引き渡す当局が定める期間内に還付されることを条件として行うことができる。

(b) 日本国の当局及び合衆国の軍当局は、裁判権を行使する権利が競合するすべての事件の処理について、相互に通告しなければならない。

7 (a) 死刑の判決は、日本国の法制が同様の場合に死刑を規定していない場合には、合衆国の軍当局が日本国内で執行してはならない。

(b) 日本国の当局は、合衆国の軍当局が本条の規定に基いて日本国の領域内で言い渡した自由刑の執行について合衆国の軍当局から援助の要請があったときは、その要請に好意的考慮を払わなければならない。

8 被告人となった者が本条の規定に従って日本国の当局又は合衆国の軍当局のいずれかにより裁判を受けた場合において、無罪の判決を受けたとき、又は有罪の判決を受けて

が合衆国軍隊の構成員であるときは、この限りでない。

5 (a) 日本国の当局及び合衆国の軍当局は、日本国の領域内における合衆国軍隊の構成員若しくは軍属又はそれらの家族の逮捕及び前諸項の規定に従つて裁判権を行使すべき当局へのそれらの者の引渡について、相互に援助しなければならない。

(b) 日本国の当局は、合衆国の軍当局に対し、合衆国軍隊の構成員若しくは軍属又はそれらの家族の逮捕についてすみやかに通告しなければならない。

(c) 日本国が裁判権を行使すべき合衆国軍隊の構成員又は軍属たる被疑者の拘禁は、その者の身柄が合衆国の手中にあるときは、日本国により公訴が提起されるまでの間、合衆国が引き続き行うものとする。

6 (a) 日本国の当局及び合衆国の軍当局は、犯罪についてのすべての必要な捜査の実施並びに証拠の収集及び提出（犯罪に関連する物件の押収及び相当な場合にはその引渡を

の構成員若しくは軍属若しくは合衆国軍隊の構成員若しくは軍属の家族の身体若しくは財産のみに対する罪

(ii) 公務執行中の作為又は不作為から生ずる罪

(b) その他の罪については、日本国の当局が、裁判権を行使する第一次の権利を有する。

(c) 第一次の権利を有する国は、裁判権を行使しないことに決定したときは、できる限りすみやかに他方の国の当局にその旨を通告しなければならない。第一次の権利を有する国の当局は、他方の国がその権利の放棄を特に重要であると認めた場合において、その他方の国の当局から要請があつたときは、その要請に好意的考慮を払わなければならない。

4 本条の前諸項の規定は、合衆国の軍当局が日本国の国民又は日本国に通常居住する者に対し裁判権を行使する権利を有することを意味するものではない。但し、それらの者

法令によつて罰することができる罪で合衆国の法令によつては罰することができないもの（日本国の安全に関する罪を含む。）について、専属的裁判権を行使する権利を有する。

(c) 本条2及び3の適用上、国の安全に関する罪は、次のものを含む。

(i) 当該国に対する反逆

(ii) 妨害行為（サボタージュ）、ちよう報行為又は当該国の公務上若しくは国防上の秘密に関する法令の違反

3 裁判権を行使する権利が競合する場合には、次の規定が適用される。

(a) 合衆国の軍当局は、次の罪については、合衆国軍隊の構成員又は軍属に対して裁判権を行使する第一次の権利を有する。

(i) もつぱら合衆国の財産若しくは安全のみに対する罪又はもつぱら合衆国軍隊の他

第十七条

1 本条の規定に従うことを条件として、

(a) 合衆国の軍当局は、合衆国の軍法に服するすべての者に対し合衆国の法令により与えられたすべての刑事及び懲戒の裁判権を日本国において行使する権利を有する。

(b) 日本国の当局は、合衆国軍隊の構成員又は軍属及びそれらの家族に対し、日本国の領域内で犯す罪で日本国の法令によつて罰することができるものについて、裁判権を有する。

2 (a) 合衆国の軍当局は、合衆国の軍法に服する者に対し、合衆国の法令によつて罰することができる罪で日本国の法令によつては罰することができないもの（合衆国の安全に関する罪を含む。）について、専属的裁判権を行使する権利を有する。

(b) 日本国の当局は、合衆国軍隊の構成員又は軍属及びそれらの家族に対し、日本国の

日本国とアメリカ合衆国との間の安全保障条約第三条に基く行政協定第十七条を改正する議定書

千九百五十一年六月十九日にロンドンで署名された「軍隊の地位に関する北大西洋条約当事国間の協定」は、千九百五十三年八月二十三日にアメリカ合衆国について効力を生じたので、また、

日本国は、前記の協定の相当規定と同様の刑事裁判権に関する協定を、千九百五十二年二月二十八日に東京で署名された日本国とアメリカ合衆国との間の安全保障条約第三条に基く行政協定第十七条1の規定に従い、アメリカ合衆国との間に締結することを希望するので、

ここに、日本国政府及びアメリカ合衆国政府は、前記の行政協定第十七条の現行規定を廃止して、次の規定と置き換えることを合意した。

TIAS 2849
Sept. 26, 1953.

MUTUAL DEFENSE ASSISTANCE

Agreement, with Tax Relief Annex and Interpretative Note, between the UNITED STATES OF AMERICA and SPAIN

- Signed at Madrid September 26, 1953
- Entered into force September 26, 1953

MUTUAL DEFENSE ASSISTANCE AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA

AND

SPAIN

CONVENIO RELATIVO A LA AYUDA PARA LA MUTUA DEFENSA

ENTRE LOS

ESTADOS UNIDOS DE AMERICA

Y

ESPAÑA

MUTUAL DEFENSE ASSISTANCE AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA

AND

SPAIN

The Governments of the United States of America and of Spain,

Desiring to foster international peace and security, to promote understanding and good will and to maintain world peace;

Considering that the Congress of the United States of America has enacted legislation enabling the United States of America to furnish military, economic and technical assistance to Spain so that Spain may accomplish such objectives:

Desiring to set forth the undertakings and conditions which govern the furnishing of military assistance by the Government of the United States of America under such legislation and the measures which the two governments will undertake in-

CONVENIO RELATIVO A LA AYUDA PARA LA MUTUA DEFENSA

ENTRE LOS

ESTADOS UNIDOS DE AMERICA

Y

ESPAÑA

Los Gobiernos de los Estados Unidos de América y de España;

Deseando estimular la paz y la seguridad internacional y promover la comprensión y buena voluntad y para mantener la paz mundial; Considerando que el Congreso de los Estados Unidos de América ha promulgado una legislación que permite a los Estados Unidos de América prestar ayuda militar, económica y técnica a España de modo que pueda cumplir tales objetivos;

Deseando establecer las obligaciones y condiciones que rigen el suministro de ayuda militar por el Gobierno de los Estados Unidos de América bajo tal Legislación y las medidas que los dos Gobiernos han de adoptar aislada y conjuntamente

dividually and together in furtherance of the above objectives:

Have agreed as follows:

ARTICLE I

1. Each Government will make available to the other, and to such other governments as the Parties may in each case agree upon, equipment, materials, services or other assistance in such quantities and in accordance with such terms and conditions as may be agreed. The furnishing and use of such assistance shall be consistent with the Charter of the United Nations.[1] Such assistance as may be made available by the Government of the United States pursuant to this Agreement will be furnished under the provisions and subject to all the terms, conditions and other provisions of the Mutual Defense Assistance Act of 1949[2] and the Mutual Security Act of 1951,[3] acts amendatory or supplementary thereto and appropriation acts thereunder. The two Governments will, when it is considered necessary, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

2. Both Governments will utilize this assistance exclusively for the promotion of international peace and security, in accordance with arrangements satisfactory to both Governments, and will not, without prior and mutual consent, devote such

para la consecución de los objetivos antes mencionados;

Han convenido lo siguiente:

ARTÍCULO I.

1.—Cada Gobierno pondrá a la disposición del otro y a la de aquellos otros Gobiernos que las Partes pudieran en cada caso acordar, el equipo, materiales, servicios u otras asistencias, en las cantidades, términos y condiciones que se convenga. El suministro y utilización de tales asistencias será concordante con la Carta de las Naciones Unidas.

Toda asistencia que pueda ser prestada por el Gobierno de los Estados Unidos en cumplimiento de este Convenio, será suministrada dentro de las previsiones y con sujeción a todos los términos, condiciones y supuestos de la Ley de Ayuda para la Defensa Mutua de 1949 y a la Ley de Seguridad Mutua de 1951, Leyes que las enmiendan y complementan y Leyes presupuestarias consiguientes.

Los dos Gobiernos negociarán, cuando se considere necesario, los arreglos convenientes para la ejecución de las previsiones de este Apartado.

2. —Ambos Gobiernos utilizarán esta asistencia exclusivamente a los fines de afirmación de la paz y seguridad internacionales, en virtud de acuerdos satisfactorios para ambos Gobiernos, y sin previo y mutuo consentimiento no dedicarán tal asisten-

[1] Treaty Series 993; 59 Stat. 1031.
[2] 63 Stat. 714; 22 U.S.C. §§ 1571–1604.
[3] 65 Stat. 373; 22 U.S.C. § 1651 *et seq.*

assistance to purposes other than those for which it was furnished.

3. Arrangements will be entered into under which equipment and materials furnished pursuant to this Agreement, and no longer required for the purposes for which originally made available, will be offered for return to the country which furnished such equipment and materials.

4. Without prior and mutual consent, neither Government shall transfer to any person outside that Government or to any other nation, title to or possession of any equipment, materials, property, information, or services received under this Agreement.

5. The Government of Spain will take such security measures as may be agreed in each case between the two Governments in order to prevent the disclosure or compromise of classified military articles, services or information furnished pursuant to this Agreement.

6. Each Government will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

7. The two Governments will establish procedures whereby the Government of Spain will so deposit, segregate or assure title to all funds

cia a otros fines distintos de aquéllos para los que fué suministrada.

3.—Se concertarán los acuerdos necesarios por los cuales aquel equipo y material suministrado en ejecución de este Convenio, y que no sea ya necesario a los fines para los que originalmente fué suministrado, será ofrecido para devolución al país que suministró tal equipo o material.

4.—Sin previo y mutuo consentimiento, ninguno de los dos Gobiernos transferirá a personas ajenas a ellos, o a cualquiera otra Nación, los títulos o derechos de posesión de equipo, material, propiedad, información o servicios recibidos bajo los términos de este Convenio.

5.—El Gobierno de España tomará aquellas medidas de seguridad que en cada caso acuerden ambos Gobiernos para evitar la difusión del conocimiento de efectos y materiales militares conceptuados como reservados, o de servicios o informaciones suministradas en ejecución del Convenio.

6.—Cada Gobierno adoptará las medidas adecuadas, compatibles con la seguridad, para mantener informada a la opinión pública de las disposiciones de ejecución de este Convenio.

7.—Ambos Gobiernos acordarán las normas por las que el Gobierno español pueda depositar, segregar o asegurar destino a todos los fondos

allocated to or derived from any program of assistance of the United States so that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, entity or government when in the opinion of the United States any such legal process would interfere with the attainment of the objectives of the said program of assistance.

ARTICLE II

The two Governments will, upon request of either of them, negotiate appropriate arrangements between them providing for the methods and terms of the exchange of patent rights and technical information for defense which will expedite such exchanges and at the same time protect private interests and maintain security safeguards.

ARTICLE III

1. The Government of Spain, in addition to its commitments under other agreements with the Government of the United States, undertakes to make available to the Government of the United States pesetas for the use of the latter Government for its administrative and operating expenditures in connection with carrying out the purposes of the United States foreign aid program. The two Governments will forthwith initiate discussions with a view to

asignados o que se deriven de cualquier programa de ayuda de los Estados Unidos, a fin de que dichos fondos no puedan quedar sujetos a embargo, confiscación, decomiso u otro proceso legal análogo, por cualquier persona, entidad o Gobierno, cuando en la opinión de los Estados Unidos, dicho proceso legal pudiera interferir el logro de los objetivos de dicho programa de asistencia.

ARTÍCULO II.

Los dos Gobiernos, a requerimiento de cualquiera de ellos, negociarán entre sí acuerdos adecuados a fin de proveer métodos y términos para la cesión de derechos de patente e informaciones técnicas para la defensa que, facilitando dicho intercambio, al mismo tiempo protejan los intereses privados y mantengan las necesarias garantías de seguridad.

ARTÍCULO III.

1.—El Gobierno de España, aparte de las obligaciones que contraiga a consecuencia de otros acuerdos con el Gobierno de los Estados Unidos, se compromete a poner a disposición del Gobierno de los Estados Unidos de América, las sumas en pesetas necesarias para los gastos administrativos y los derivados de las operaciones que para los Estados Unidos acarrea el programa de Ayuda Exterior. Los dos Gobiernos iniciarán seguidamente las discusiones

determining the amount of such pesetas and to establishing arrangements for the adequate furnishing thereof.

2. The Government of Spain will, except as otherwise agreed to, guarantee duty free treatment on importation or exportation and exemption from internal taxation upon products, property, materials or equipment imported into its territory in connection with this Agreement or any similar Agreement between the Government of the United States and the Government of any other country receiving military assistance.

3. a. The operations and expenditures effected in Spain by or on behalf of the Government of the United States for the common defense effort including those carried out as a consequence of any other foreign aid program will be relieved from all taxation. To this end the Spanish Government will prescribe pertinent procedures satisfactory to both parties.

b. A Technical Annex attached to this Agreement and authorized by it will establish the terms and general procedures for the implementation of this paragraph.

c. The tax relief authorized above will apply to those operations and expenditures of the United States which are authorized by the Defense Agreement[1] and arrangements to be concluded thereunder, and the Economic Aid Agreement[2] as concluded between the two Governments.

para determinar el monto de tal suma en pesetas y para establecer acuerdos sobre su adecuado suministro.

2.—A menos que otra cosa se acordase, el Gobierno de España garantizará la franquicia de derechos de importación y exportación, así como la exención de tributos internos, sobre los productos, propiedades, materiales o equipo, importados en su territorio como consecuencia de este Convenio o de algún otro similar entre el Gobierno de los Estados Unidos y el de cualquier otro país que reciba asistencia militar.

3. *a)* Las inversiones y gastos efectuados en España por el Gobierno de los Estados Unidos, o por su cuenta para el común esfuerzo defensivo, incluso los que se realicen como consecuencia de cualquier otro programa de ayuda exterior, quedarán relevados de todo impuesto. A este fin el Gobierno español dictará normas pertinentes, satisfactorias para ambas Partes.

b) Un Anexo Técnico unido a este Convenio y autorizado por él, fijará las normas y procedimientos generales de ejecución de esta cláusula.

c) La exención de impuestos autorizada anteriormente será aplicable a las operaciones y desembolsos de los Estados Unidos que se autoricen en virtud del Convenio Defensivo, de los que en consecuencia se concierten y del Convenio de Ayuda Económica, en la forma convenida entre los dos Gobiernos.

[1] Treaties and Other International Acts Series 2850; *post* p. 1895.
[2] TIAS 2851; *post* p. 1903.

ARTICLE IV

1. The Government of Spain will admit personnel of the Government of the United States who will discharge in Spanish territory the responsibilities acquired under this Agreement and who will be accorded facilities to observe the progress of the assistance made available. Such personnel who will be United States nationals, including personnel temporarily assigned, will, in their relations with the Government of Spain, operate as a part of the Embassy of the United States of America under the direction and control of the Chief of the Diplomatic Mission, and will have the same status as that of other personnel with corresponding rank of the Embassy of the United States of America. Upon appropriate notification by the Government of the United States the Government of Spain will grant full diplomatic status to an agreed number of personnel designated under this Article.

2. The Government of Spain will grant exemption from import and export duties on personal property imported for the personal use of such personnel or of their families and will take adequate administrative measures to facilitate and expedite the importation and exportation of the personal property of such individuals and their families.

ARTÍCULO IV.

1.—El Gobierno de España admitirá el personal del Gobierno de los Estados Unidos de América que deba cumplir en territorio español las obligaciones adquiridas por este Convenio, al que concederá las facilidades necesarias para observar los progresos en la realización de la asistencia prestada. Este personal, que será de nacionalidad norteamericana, incluso el temporalmente destinado, operará en sus relaciones con el Gobierno de España, como parte de la Embajada de los Estados Unidos de América, bajo la dirección y control del Jefe de la Misión Diplomática y tendrá el mismo estatuto que el personal de la categoría correspondiente de la Embajada de los Estados Unidos de América. Al recibir la pertinente notificación del Gobierno de los Estados Unidos concederá el Gobierno español pleno estatuto diplomático al número que se acuerde del personal designado por este Artículo.

2.—El Gobierno de España concederá exención de impuestos de importación y exportación a los objetos de uso personal que sean propiedad de las mencionadas personas o de sus familiares y adoptará medidas administrativas adecuadas para facilitar la citada importación y exportación de las propiedades personales de dichos funcionarios y sus familiares.

ARTICLE V

1. The Government of each country will:

a. Join in promoting international understanding and goodwill, and maintaining world peace;

b. Take such action as may be mutually agreed upon to eliminate causes of international tension;

c. Fulfill the military obligations which it has assumed in multilateral or bilateral agreements or treaties to which both Governments are parties.

2. The Government of Spain will:

a. Make, consistent with its political and economic stability, the full contribution permitted by its manpower, resources, facilities, and general economic condition to the development and maintenance of its own defensive strength and the defensive strength of the free world;

b. Take all reasonable measures which may be needed to develop its defense capacities; and

c. Take appropriate steps to insure the effective utilization of the economic and military assistance provided by the United States.

3. Both Governments are pre-

ARTÍCULO V.

1.—El Gobierno de ambos países:

a) colaborará en el mejoramiento de la comprensión y buena voluntad internacionales y en el mantenimiento de la paz mundial;

b) adoptará las medidas que conjuntamente convengan para eliminar causas de tensión internacional; y

c) cumplirá las obligaciones militares asumidas en Acuerdos bilaterales o multilaterales o Tratados de que ambos países sean parte.

2.—El Gobierno español:

a) aportará al desarrollo y mantenimiento de su propio poder defensivo y el del mundo libre, en la medida de su estabilidad politica y económica, la plena contribución que le permitan su potencial humano, recursos, instalaciones y condición económica general;

b) adoptará todas las medidas razonables que sean necesarias para desarrollar su capacidad defensiva; y

c) tomará todas las medidas adecuadas para asegurar la utilización efectiva de la asistencia económica y militar proporcionada por los Estados Unidos de América.

3.—Ambos Gobiernos están dis-

pared to cooperate in international efforts to obtain agreement on universal regulation and reduction of armaments under adequate safeguards against violation or evasion.

puestos a cooperar en los esfuerzos internacionales que se realicen para llegar a convenios sobre la reglamentación universal y reducción de armamentos, bajo las adecuadas garantías contra toda tentativa de eludirlos o violarlos.

ARTICLE VI

In the interest of their mutual security the Government of Spain will cooperate with the Government of the United States in taking measures designed to control trade with nations which threaten the maintenance of world peace.

ARTÍCULO VI.

En interés de su mutua seguridad, el Gobierno de España, cooperará con el de los Estados Unidos en la adopción de medidas previstas para controlar el comercio con naciones que amenacen el mantenimiento de la paz mundial.

ARTICLE VII

1. This Agreement shall enter into force on the date of signature; and will continue in force until one year after the receipt by either party of written notice of the intention of the other party to terminate it, provided that the provisions of Article I, paragraphs 2 and 4 and arrangements entered into under Article I, paragraphs 3, 5 and 7, and under Article II and Article III, paragraph 3, shall remain in force unless otherwise agreed by the two Governments.

2. The two Governments will, upon the request of either of them, consult regarding any matter relating to the application or amendment of this Agreement.

3. This Agreement shall be registered with the Secretariat of the

ARTÍCULO VII.

1.—Este Convenio entrará en vigor en la fecha de su firma y continuará hasta un año después de recibida por cualquiera de las partes, notificación escrita de la otra, de su intención de terminarlo, subsistiendo las previsiones de los párrafos 2 y 4 del Artículo I, los convenios de sus párrafos 3, 5 y 7, así como del Artículo II y párrafo 3 del Artículo III, que continuarán vigentes a menos que otra cosa acuerden los dos Gobiernos.

2.—Los dos Gobiernos se consultarán, a requerimiento de cualquiera de ellos, sobre cualquier asunto relacionado con la aplicación o modificación de este Convenio.

3.—Este Convenio será registrado en el Secretariado de las Naciones

United Nations by the Government of the United States of America.

In witness whereof the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Madrid, in duplicate, in the English and Spanish languages, both texts authentic, this 26th day of September, 1953.

FOR THE GOVERNMENT
OF THE UNITED STATES OF AMERICA:

The Ambassador of the United States of America,

JAMES CLEMENT DUNN

[SEAL]

Unidas por el Gobierno de los Estados Unidos de América.

En fe de lo cual, los respectivos Representantes, debidamente autorizados para este fin, firman el presente Convenio.

Hecho en Madrid el día 26 de septiembre de 1953, en doble ejemplar, en lengua inglesa y española, siendo ambos textos fehacientes.

POR EL GOBIERNO ESPAÑOL:

El Ministro de Asuntos Exteriores,

ALBERTO MARTIN ARTAJO.

[SEAL]

TAX RELIEF ANNEX ATTACHED TO THE MUTUAL DEFENSE ASSISTANCE AGREEMENT

1. a. In accordance with Article III, paragraph 3, of the Mutual Defense Assistance Agreement, the Government of Spain agrees and guarantees that all activities and expenditures undertaken within the jurisdiction of the same by or on behalf of the United States, for the common defense, including the activities or expenditures carried out in connection with any foreign aid program agreed to by the United States, and the activities and expenditures carried on for the common defense under the terms of this agreement or otherwise, will be exempt from taxation (including surcharges, contributions, or other charges of any nature, other than reasonable compensation which may be made by the United States for services requested and received) by or for the benefit of the Spanish Government, political subdivisions thereof, or quasi-governmental organizations.

ANEXO UNICO AL CONVENIO RELATIVO A LA AYUDA PARA LA MUTUA DEFENSA

EXENCIONES FISCALES.

1) *a)* De conformidad con el Artículo III, apartado 3 del Convenio relativo a la ayuda para la Mutua Defensa el Gobierno español acuerda y garantiza que todas las actividades y gastos que se ejecuten dentro de la jurisdicción del mismo, por o en nombre de los Estados Unidos, para la defensa común, incluyendo las operaciones y desembolsos llevados a cabo en relación con cualquier programa de ayuda exterior acordado por los Estados Unidos, y que las operaciones y desembolsos efectuados por los Estados Unidos para la defensa común bajo los términos de este Convenio o fuera de él quedarán exentos de impuestos (incluso sobretasas, contribuciones u otras cargas de cualquier naturaleza, salvo aquella razonable compensación que puedan hacer los Estados Unidos por aquellos servicios solicitados y recibidos) por parte o en beneficio del Gobierno español, de los organismos políticos que de él dependan o de entidades semiestatales.

b. The relief will apply in all cases in which the United States is subject to the payment of the tax finally, in all cases of taxes which apply directly to expenditures effected by the United States, and in all cases covered in the Defense Agreement and arrangements to be concluded thereunder, and the Mutual Defense Assistance Agreement and Economic Aid Agreement as concluded on the 26th of September, 1953.

The fiscal relief will not apply, except as stated above, to taxes on the incomes, profits and operations of those persons or entities who render service to, or work for, the account of the United States.

c. The taxes from which relief is granted by the present Annex, and in any other manner as may hereafter be agreed upon between the parties, shall include, but not be limited to:

(1) Tax on transfer of property and rights to real estate.

(2) Import duties (any tax or duty payable on the importation of articles, materials or components or parts of the same purchased by means of the aforesaid expenditures).

(3) Export duties.

b) Estas exenciones serán de aplicación en todos los casos en que el obligado al pago del impuesto sea en último término los Estados Unidos, en todos los casos en que se trate de impuestos que repercutan de forma directa en los gastos que efectúen los Estados Unidos, y en todos los casos previstos en el Convenio Defensivo y convenios que en virtud del mismo se establezcan y en los Convenios relativo a la ayuda para la Mutua Defensa y Económico firmados en 26 de septiembre de 1953.

Las exenciones fiscales concedidas por el presente Convenio, no alcanzarán, excepto en los casos antes citados, a los impuestos que de manera directa gravan los beneficios, utilidades y operaciones de las personas y entidades que realicen servicios, obras o trabajos, por cuenta de, o para los Estados Unidos.

c) Los impuestos cuya exención se concede por el presente Anexo y de cualquier otro modo que pudiera convenirse entre ambas partes, deberán incluir, sin que ello suponga limitación, a los siguientes:

(1) Impuestos sobre las transmisiones de bienes y derechos reales (derechos de bienes raíces).

(2) Derechos de importación (cualquier impuesto o derecho que deba pagarse por la importación de artículos, materiales o partes o piezas de los mismos, adquiridos con cargo a los desembolsos antes expresados).

(3) Derechos de exportación.

(4) Transportation and entry or exit tax.

(5) Tonnage tax.

(6) Stamp tax.

(7) Use and consumption tax excepting in the case of those products (petroleum and its by-products and tobacco) whose production or sale is monopolized by the State. Should purchases be made from other sources than the manufacturers themselves, this tax will be applicable, but refund will be made, in accordance with procedures to be developed, of that part of the price which includes this tax. These procedures will include the method to be used in ascertaining the amount of this tax to be so refunded.

(8) Provincial taxes (except where attributable to services rendered).

(9) Municipal taxes (except where attributable to services rendered).

(10) Tax on industries, trades and professions in the amount, if any, that such tax may be increased due to the activities and expenditures referred to in subparagraph la above.

(11) Any additional taxes as appropriate.

d. The tax relief granted in accordance with the provisions of this agreement will be considered as supplementing any tax relief normally enjoyed by the United States

(4) Transportes e impuestos sobre las entradas y salidas.

(5) Impuesto sobre tonelaje.

(6) Impuesto de Timbre.

(7) Impuestos de Usos y Consumo, excepto en los casos de aquellos productos (petróleo y sus derivados y tabacos) cuya producción o venta esté monopolizado por el Estado. Caso de efectuarse las adquisiciones de otros orígenes que no sean de los propios fabricantes, este impuesto será de aplicación pero se concederá su devolución, de acuerdo con unas normas a desarrollar, de aquella parte del precio que comprenda este impuesto. Estas normas comprenderán el método a seguir para determinar al importe del impuesto a reintegrar.

(8) Impuestos provinciales (excepto los correspondientes a servicios prestados).

(9) Impuestos Municipales (excepto los correspondientes a servicios prestados).

(10) Impuestos sobre industrias u oficios y profesiones en la cuantía, caso de existir, en que dicho impuesto aumentase a causa de las actividades y gastos a que se hace referencia en el apartado 1) *a)* anterior.

(11) (Cualquier impuesto adicional que sea de aplicación).

d) Las exenciones fiscales otorgadas de conformidad con los preceptos de este Convenio, se considerarán como ampliación de las exenciones que normalmente disfrutan

within the jurisdiction of the Spanish Government. The relief so accorded will apply to all operations and expenditures of the character described in subparagraph *a* hereof, which may occur after the date of this agreement.

c. With respect to any other tax not specifically mentioned in subparagraph *c* hereof and which may be found to be applicable to expenditures or activities of the character described herein, the two governments will consult with a view to arriving at mutually satisfactory arrangements regarding procedures to assure relief from such taxes in accordance with the principle of tax relief granted by subparagraph *a* of paragraph 1.

f. In the same manner should special situations or circumstances arise with respect to taxes of the type covered by subparagraph *c* which may affect the compliance with the terms of relief granted herein, such situations or circumstances will be discussed between the two governments with a view to supplementing this agreement in accordance with the spirit and the terms of this Annex. If necessary, the Spanish Government will examine the feasibility of appropriate legislation to accomplish this end.

g. The requirements of Spanish

los Estados Unidos dentro de la jurisdicción del Gobierno de España. Las exenciones así concertadas serán de aplicación a todas las operaciones y desembolsos de la índole descrita en el apartado *a)* del presente Anexo, que puedan producirse después de la fecha de este Convenio.

e) Con respecto a cualquier otra contribución no expresamente mencionada en el sub-apartado *c)* del presente Anexo y que pudiera ser de aplicación a desembolsos u operaciones de la índole aquí citada, los dos Gobiernos se consultarán con objeto de llegar a soluciones mutuamente satisfactorias sobre las normas a seguir para lograr la exención fiscal de las mismas, de acuerdo con el principio de exención fiscal otorgado en el sub-apartado *a)* del apartado 1).

f) Del mismo modo, caso de surgir situaciones o circunstancias especiales en relación con los impuestos de la índole expuesta en el subapartado *c)* que pudieran afectar al cumplimiento de las condiciones de exención concedidas por el presente Anexo, tales situaciones o circunstancias serán objeto de discusión entre los dos Gobiernos con objeto de ampliar este Convenio con arreglo al espíritu y los términos de este Anexo. Si fuera preciso, el Gobierno español estudiará la conveniencia de dictar las medidas legislativas adecuadas para el cumplimiento de este fin.

g) No estarán afectados por este

legislation of a social character and any other contributions relating to the employment of individuals are not affected by this agreement.

2. The relief specified above will be granted by means of the procedures described below. Changes in these procedures that may appear to be advantageous in order to facilitate the administrative work and the enforcement of the exemption granted above, may be initiated as mutually agreed between competent United States and Spanish authorities. The record of these changes may be in the form of an annex or annexes to be attached hereto when needed.

The United States will inform the Spanish Government (Ministry of Finance) of the operations and expenditures it effects which in its judgment should enjoy the fiscal exemptions granted by the present agreement. The information furnished by the United States to the Spanish Government should be sufficiently detailed to permit the best identification of the concept and quantity of the operation. Upon receipt of this information report the Government of Spain (Ministry of Finance) will issue the pertinent orders to the appropriate services (Directorates General, Customs, Finance Ministry representatives, etc.) for the exemption from taxes. In the event that these taxes have already been paid, their return shall be ordered.

Convenio los requisitos de la Legislación española que tengan carácter social ni cualquier otra contribución relacionada con el empleo de la mano de obra.

2) La exención antes especificada será concedida con arreglo a las normas detalladas que a continuación se expresan. Las modificaciones de las citadas normas, que pudieran aparecer como ventajosas con objeto de simplificar el trabajo burocrático y la ejecución de la exención antes concedida, podrán ser iniciadas de mutuo acuerdo entre las Autoridades competentes españolas y de los Estados Unidos. El protocolo de estas modificaciones, podrá tener la forma de un anexo o anexos a unir a éste cuando así sea necesario.

Los Estados Unidos comunicarán al Gobierno español (Ministerio de Hacienda), las operaciones y gastos que realicen que a su juicio deban gozar de las exenciones fiscales que concede el presente Convenio, haciéndolo con el detalle suficiente para la mejor identificación del concepto y cuantía de la operación. A la vista del escrito, el Gobierno español (Ministerio de Hacienda) dará las órdenes oportunas a los servicios correspondientes (Direcciones Generales, Aduanas, Delegaciones de Hacienda, etc.), para la exención de impuestos. En caso de que éstos hubieran sido ya pagados, se ordenará su devolución.

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An office will be created within the Ministry of Finance expressly for the implementation of this Annex.

Should differences arise concerning the implementation of this Annex, they may be referred for the consideration of a board composed of competent authorities of both governments.

3. The Government of Spain (Ministry of Finance) may, in agreement with the United States Government, and in a manner to be established in each case, take the necessary measures to insure that materials and products, imported or acquired exempt from taxes, are not used or destined for purposes other than those indicated in paragraph 1 *a* above.

JAMES CLEMENT DUNN

En el Ministerio de Hacienda se creará una Oficina que cuidará expresamente de la ejecución de este Anexo.

Caso de surgir discrepancias sobre la ejecución del presente Anexo, podrán ser éstas elevadas a la consideración de una Junta compuesta por Autoridades competentes de ambos Gobiernos.

3) El Gobierno español (Ministerio de Hacienda) podrá, de acuerdo con el de los Estados Unidos y en la forma que se establezca en cada caso, tomar las medidas necesarias para asegurarse de que los materiales y productos importados o adquiridos exentos de impuestos no sean usados o destinados en atenciones distintas de las señaladas en el Apartado 1) *a)* del presente Anexo.

ALBERTO MARTIN ARTAJO.

INTERPRETATIVE NOTE IN REGARD TO THE TAX RELIEF ANNEX TO MUTUAL DEFENSE ASSISTANCE AGREEMENT

The following interpretation of certains points of the Tax Relief Annex is hereby made of record:

It is understood that the examples of tax relief contained in the first paragraph under subparagraph 1 *b* of the Tax Relief Annex to the Mutual Defense Assistance Agreement are not to be construed as limiting the scope of tax relief provided under subparagraph 1 *a*, but are intended only to confirm certain particular applications of that relief.

It is also understood that the phrases «all cases in which the United States is subject to the payment of the tax finally» and «all cases of taxes which apply directly to expenditures effected by the United States» in this subparagraph are intended to include relief from direct and indirect incidence of taxation on the ultimate price paid by the Government of the United States in connection with expendit-

NOTA INTERPRETATIVA DEL ANEXO DE EXENCION FISCAL AL CONVENIO RELATIVO A LA AYUDA PARA LA MUTUA DEFENSA

Por la presente se hace constar la siguiente interpretación a ciertos Puntos del Anexo de Exención Fiscal:

Queda entendido que los casos de exención fiscal contenidos en el primer párrafo del apartado 1 *b)* del Anexo de Exención Fiscal al Convenio Relativo a la Ayuda para la Mutua Defensa no pueden interpretarse como limitativos al alcance de la exención fiscal prevista en el párrafo 1 *a)* y que solamente confirman ciertas aplicaciones particulares de dicha exención.

Queda también entendido que las frases «en todos los casos en que el obligado al pago del impuesto sea en último término los Estados Unidos» y «todos los casos en que se trate de impuestos que repercutan de forma directa en los gastos que efectúen los Estados Unidos» en el párrafo citado tienen por objeto incluir en la exención la incidencia directa e indirecta de impuestos sobre el precio final pagado por el Gobierno de los

ures described in subparagraph 1 *a*. It is further understood that the reference in the second paragraph under subparagraph 1 *b* to taxes on «operations» is intended to refer to business license taxes and does not include any other taxes listed in subparagraph 1 *c* of the Tax Relief Annex.

Madrid, 26th September, 1953.

JAMES CLEMENT DUNN

Estados Unidos en relación con los desembolsos descritos en el párrafo 1 *a)*. Además, queda entendido que la referencia en el segundo párrafo del apartado 1 *b)* a impuestos sobre «operaciones» alude a impuestos sobre licencias para ejercer negocios y no comprende ningún otro de los impuestos enumerados en el párrafo 1 *c)* del Anexo de Exención Fiscal.

Madrid, 26 de septiembre de 1953.

ALBERTO MARTIN ARTAJO

DEFENSE

Use of Military Facilities in Spain

TIAS 2850
Sept. 26, 1953

Agreement between the
UNITED STATES OF AMERICA
and SPAIN

- Signed at Madrid September 26, 1953
- Entered into force September 26, 1953

DEFENSE AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA

AND

SPAIN

CONVENIO DEFENSIVO

ENTRE LOS

ESTADOS UNIDOS DE AMERICA

Y

ESPAÑA

DEFENSE AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA

AND

SPAIN

Preamble

Faced with the danger that threatens the western world, the Governments of the United States and Spain, desiring to contribute to the maintenance of international peace and security through foresighted measures which will increase their capability, and that of the other nations which dedicate their efforts to the same high purposes, to participate effectively in agreements for self defense;

Have agreed as follows:

ARTICLE I

In consonance with the principles agreed upon in the Mutual Defense Assistance Agreement,[1] the Governments of the United States and of

CONVENIO DEFENSIVO

ENTRE LOS

ESTADOS UNIDOS DE AMERICA

Y

ESPAÑA

Preámbulo.

Frente al peligro que amenaza al Mundo Occidental los Gobiernos de los Estados Unidos y de España, deseosos de contribuir al mantenimiento de la Paz y de la Seguridad Internacional, con medidas de previsión que aumenten su capacidad y la de las demás naciones que dedican sus esfuerzos a los mismos altos fines, para poder participar eficazmente en acuerdos sobre la propia defensa;

Han convenido lo siguiente:

ARTÍCULO I.

En consonancia con los principios pactados en el Convenio relativo a la Ayuda para la Mutua Defensa, estiman los Gobiernos de los Estados

[1] Treaties and Other International Acts Series 2849; *ante* p. 1876.

Spain consider that the contingencies with which both countries may be faced indicate the advisability of developing their relations upon a basis of continued friendship, in support of the policy of strengthening the defense of the West. This policy shall include:

1. On the part of the United States, the support of Spanish defense efforts for agreed purposes by providing military end item assistance to Spain during a period of several years to contribute to the effective air defense of Spain and to improve the equipment of its military and naval forces, to the extent to be agreed upon in technical discussions in the light of the circumstances, and with the cooperation of the resources of Spanish industry to the extent possible. Such support will be conditioned as in the case of other friendly nations by the priorities and limitations due to the international commitments of the United States and the exigencies of the international situation and will be subject to Congressional appropriations.

2. In consequence of the above stated premises and for the same agreed purposes, the Government of Spain authorizes the Government of the United States, subject to terms and conditions to be agreed, to develop, maintain and utilize for military purposes, jointly with the Government of Spain, such areas and

Unidos y de España que las eventualidades con que ambos países pudieran verse enfrentados, aconsejan que sus relaciones se desenvuelvan sobre la base de una amistad estable, en apoyo de la política que refuerza la defensa del Occidente. Esta política comprenderá lo siguiente:

1.—Por parte de los Estados Unidos, el apoyo del esfuerzo defensivo español, para los fines convenidos, mediante la concesión de asistencia a España en forma de suministro de material de guerra y a través de un período de varios años, a fin de contribuir, con la posible cooperación de la industria española, a la eficaz defensa aérea de España y para mejorar el material de sus fuerzas militares y navales en la medida que se convenga en conversaciones técnicas a la vista de las circunstancias. Tal apoyo estará condicionado, como en el caso de las demás naciones amigas, por las prioridades y limitaciones derivadas de los compromisos internacionales de los Estados Unidos y de las exigencias de la situación internacional y supeditado a las concesiones de crédito por el Congreso.

2.—Como consecuencia de las premisas que anteceden y a los mismos fines convenidos, el Gobierno de España autoriza al Gobierno de los Estados Unidos, con sujeción a los términos y condiciones que se acuerden, a desarrollar, mantener y utilizar para fines militares, juntamente con el Gobierno de España, aquellas

facilities in territory under Spanish jurisdiction as may be agreed upon by the competent authorities of both Governments as necessary for the purposes of this agreement.

3. In granting assistance to Spain within the policy outlined above, as the preparation of the agreed areas and facilities progresses, the Government of the United States will satisfy, subject to the provisions of paragraph one, the minimum requirements for equipment necessary for the defense of Spanish territory, to the end that should a moment requiring the wartime utilization of the areas and facilities arrive, from this moment, the requirements are covered to the extent possible as regards the air defense of the territory and the equipment of the naval units; and that the armament and equipment of the Army units be as far advanced as possible.

ARTICLE II

For the purposes of this agreement and in accordance with technical arrangements to be agreed upon between the competent authorities of both Governments, the Government of the United States is authorized to improve and fit agreed areas and facilities for military use, as well as to undertake necessary construction in this connection in cooperation with the Government of Spain; to station and house therein the nec-

zonas e instalaciones en territorio bajo jurisdicción española que se convenga por las Autoridades competentes de ambos Gobiernos, como necesarias para los fines de este Convenio.

3.—Al conceder asistencia a España, dentro de la política expresada, mientras avance la preparación de las zonas e instalaciones acordadas, el Gobierno de los Estados Unidos satisfará, a tenor de lo dispuesto en el apartado 1, las necesidades mínimas de material requeridas para la defensa del territorio español, con el fin de que si llegare un momento en que se hiciera necesaria la utilización bélica de las zonas e instalaciones, se hallen cubiertas en la medida de lo posible las necesidades previstas en orden a la defensa aérea del territorio, y a la dotación de sus unidades navales, y lo más adelantado posible el armamento y dotación de las unidades de su Ejército.

ARTÍCULO II.

A los fines de este Convenio y de conformidad con los Acuerdos técnicos que sean concertados entre las Autoridades competentes de ambos Gobiernos, se autoriza a los Estados Unidos a preparar y mejorar las zonas e instalaciones convenidas para uso militar, y realizar, en cooperación con el Gobierno de España, las construcciones necesarias a tal fin, para acuartelar y alojar el personal civil y militar indispensable en las

essary military and civilian personnel and to provide for their security, discipline and welfare; to store and maintain custody of provisions, supplies, equipment and material; and to maintain and operate the facilities and equipment necessary in support of such areas and personnel.

ARTICLE III

The areas which, by virtue of this Agreement, are prepared for joint utilization will remain under Spanish flag and command, and Spain will assume the obligation of adopting the necessary measures for the external security. However, the United States may, in all cases, exercise the necessary supervision of United States personnel, facilities, and equipment.

The time and manner of wartime utilization of said areas and facilities will be as mutually agreed upon.

ARTICLE IV

The Government of Spain will acquire, free of all charge and servitude, the land which may be necessary for all military purposes and shall retain the ownership of the ground and of the permanent structures which may be constructed thereon. The United States Government reserves the right to remove all other constructions and facilities established at its own expense when it

mismas y atender a su seguridad, disciplina y bienestar; a almacenar y custodiar provisiones, abastecimientos, equipo y material; y a mantener y manejar las instalaciones y servicios necesarios en apoyo de dichas zonas y de su personal.

ARTÍCULO III.

Las zonas que en virtud de este Convenio se preparen para su utilización conjunta, quedarán siempre bajo pabellón y mando español, y España asumirá la obligación de adoptar las medidas necesarias para su seguridad exterior. Sin embargo, los Estados Unidos podrán, en todo caso, ejercer la necesaria vigilancia sobre el personal, instalaciones y equipo estadounidenses.

El momento y la forma de utilización bélica de dichas zonas e instalaciones, serán fijados de mutuo acuerdo.

ARTÍCULO IV.

El Gobierno de España adquirirá, libres de toda carga y servidumbre, los terrenos que puedan ser necesarios para fines militares y conservará la propiedad del suelo y de las obras de carácter permanente que se construyan. El Gobierno de los Estados Unidos se reserva el derecho de retirar todas las demás construcciones e instalaciones hechas a sus expensas cuando lo estime con-

is deemed convenient by the Government of the United States or upon the termination of this Agreement; in both cases the Spanish Government may acquire them, after previous assessment, whenever they are not installations of a classified nature.

The Spanish state will be responsible for all claims made against the United States Government by a third party, in all cases referring to the ownership and utilization of the above-mentioned land.

ARTICLE V

The present Agreement will become effective upon signature and will be in force for a period of ten years, automatically extended for two successive periods of five years each unless the termination procedure hereafter outlined is followed.

At the termination of the first ten years or of either of the two extensions of five years, either of the two Governments may inform the other of its intention to cancel the Agreement, thus initiating a consultation period of six months In the event concurrence is not reached on extension, this Agreement will terminate one year after the conclusion of the period of consultation.

In witness whereof the respective representatives, duly authorized for the purpose, have signed the present Agreement.

veniente o cuando este Convenio sea cancelado. En ambos casos podrán ser adquiridas, previa tasación, por el Gobierno español, siempre que no se trate de instalaciones de índole reservada.

El Estado español se hará cargo de toda reclamación formulada al Gobierno de los Estados Unidos por tercera persona, en los casos que se refieran a la propiedad y utilización de los terrenos arriba aludidos.

ARTÍCULO V.

El presente Convenio entrará en vigor al ser firmado y estará vigente por una duración de diez años, automáticamente prorrogados por dos períodos sucesivos de cinco años cada uno, de no seguirse el procedimiento de cancelación que a continuación se detalla.

A la terminación de los diez años iniciales o de cualquiera de las dos prórrogas de cinco años, cualquiera de los dos Gobiernos puede informar al otro de su propósito de cancelar el Convenio, iniciándose con ello un período de consultas de seis meses. En caso de no haber conformidad sobre la prórroga, este Convenio caducará al año de concluir el período de consultas.

En fe de lo cual, los respectivos Representantes, debidamente autorizados para este fin, firman el presente Convenio.

Done at Madrid, in duplicate, in the English and Spanish languages, both texts authentic, this 26th day of September, 1953.

FOR THE GOVERNMENT
OF THE UNITED STATES OF AMERICA:
The Ambassador of the United States of America,
JAMES CLEMENT DUNN
[SEAL]

Hecho en Madrid el día 26 de septiembre de 1953, en doble ejemplar, en lengua inglesa y española, siendo ambos textos fehacientes.

POR EL GOBIERNO ESPAÑOL:
El Ministro de Asuntos Exteriores,
ALBERTO MARTIN ARTAJO.
[SEAL]

ECONOMIC AID TO SPAIN

TIAS 2851
Sept. 26, 1953.

Agreement, with Annex Containing Interpretative Notes, between the UNITED STATES OF AMERICA and SPAIN

- Signed at Madrid September 26, 1953
- Entered into force September 26, 1953

ECONOMIC AID AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA

AND

SPAIN

CONVENIO SOBRE AYUDA ECONOMICA

ENTRE LOS

ESTADOS UNIDOS DE AMERICA

Y

ESPAÑA

ECONOMIC AID AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA

AND

SPAIN

CONVENIO SOBRE AYUDA ECONOMICA

ENTRE LOS

ESTADOS UNIDOS DE AMERICA

Y

ESPAÑA

The Governments of the United States of America and Spain:

Recognizing that individual liberty, free institutions and genuine independence in all countries, as well as defense against aggression, rest largely on the establishment of a sound economy:

Considering that the Congress of the United States of America has enacted legislation enabling the United States of America to furnish military, economic and technical assistance to Spain:

Desiring to set forth the principles which govern the furnishing of economic and technical assistance by the Government of the United States of America under the Mutual Security Act of 1951, as amended,[1] and the measures which the two governments will undertake individually and to-

El Gobierno de los Estados Unidos de América y el Gobierno español:

reconociendo que la libertad individual, las instituciones libres y la verdadera independencia de todos los países, al igual que la defensa contra la agresión, tienen como base principal el establecimiento de una economía sana;

considerando que el Congreso de los Estados Unidos de América ha promulgado una legislación que permite a los Estados Unidos de América facilitar a España asistencia militar, económica y técnica; y

deseando exponer los principios que rigen la prestación de ayuda económica y técnica por el Gobierno de los Estados Unidos de América de conformidad con la Ley de Seguridad Mutua de 1951 y sucesivas enmiendas, así como establecer las medidas que ambos Gobiernos adopta-

[1] 65 Stat. 373; 22 U. S. C. § 1651 *et seq.*

gether in furtherance of the objectives of the said legislation:

Have agreed as follows:

ARTICLE I

Assistance

(a) The Government of the United States of America will furnish the Government of Spain, or any person, agency or organization which the latter may designate, such economic and technical assistance as may be requested by the Government of Spain and approved by the Government of the United States of America under the provisions and subject to all the terms, conditions and termination provisions of the then applicable United States laws as well as and subject to the arrangements provided in this agreement.

(b) The two governments will establish procedures whereby the Spanish Government will so deposit, segregate or protect all the funds allocated to or derived from any program of assistance from the United States in order that such funds shall not be subject to attachment, confiscation, seizure or any other legal processes by any person, firm, agency, corporation, organization or government when, in the opinion of the United States, any such legal process would interfere with the attainment of the objectives of the said program of assistance.

rán separada y conjuntamente para la consecución de los fines de dicha legislación;

han convenido lo siguiente:

ARTÍCULO I.

Asistencia.

a) El Gobierno de los Estados Unidos de América facilitará al Gobierno español o a cualquier persona, entidad u organización que este último designe, la asistencia técnica y económica que se pida por el Gobierno español y se apruebe por el de los Estados Unidos de América conforme a las estipulaciones convenidas en el presente Convenio y con sujeción a todos los términos, condiciones y cláusulas de caducidad que determinen las leyes entonces vigentes en los Estados Unidos de América.

b) Ambos Gobiernos establecerán los procedimientos por los cuales el Gobierno español depositará, segregará y protegerá todos los fondos asignados o que se deriven de cualquier programa de ayuda de los Estados Unidos de América, con objeto de que dichos fondos no puedan quedar sujetos a embargo, confiscación, decomiso u otro procedimiento legal análogo por ninguna persona, sociedad, entidad, corporación, organización o Gobierno, cuando en opinión de los Estados Unidos de América dicho procedimiento legal pudiera entorpecer el logro de los fines de dicho programa de asistencia.

ARTICLE II

General Undertakings

(1) In order to further the objectives set forth in the Mutual Security Act of 1951 and to achieve the maximum benefits through the employment of assistance received from the Government of the United States of America, the Government of Spain will use its best endeavors:

(a) to adopt or maintain the measures necessary to insure the effective and practical use of all resources available to it, including:

(i) such measures as may be necessary to insure that the materials and services furnished under this Agreement, including materials and services obtained from the funds deposited in the Special Account under Article V of this Agreement, are used only for purposes agreed upon by the two governments;

(ii) the observation and review of the use of such materials and services through an effective and mutually acceptable follow-up system; and

(iii) to the extent practicable, measures to locate, identify, and put into appropriate use assets and income located in the United States of America, its territories and possessions and belonging to Spanish subjects. This clause does not impose any obligation on the United States of America to assist in

ARTÍCULO II.

Obligaciones generales.

1.—Con objeto de alcanzar los fines expuestos en la Ley de Seguridad Mutua de 1951 y de lograr, mediante el empleo de la asistencia recibida del Gobierno de los Estados Unidos de América, los máximos beneficios, el Gobierno español hará lo posible por:

a) adoptar o mantener las medidas necesarias para asegurar el empleo eficaz y práctico de todos los recursos de que dispone, incluyendo:

i) las medidas necesarias para asegurar que los bienes y servicios suministrados en cumplimiento de este Convenio, incluso los obtenidos con los fondos depositados en la Cuenta Especial establecida en el Artículo V del mismo, se usan solamente para los fines que convengan ambos Gobiernos;

ii) la observación y vigilancia del uso de dichos bienes y servicios mediante un sistema de fiscalización eficaz y mutuamente aceptable; y

iii) medidas, en cuanto sea posible, para localizar, identificar y utilizar de un modo adecuado los bienes y rentas situados en los Estados Unidos de América, sus territorios y posesiones que pertenezcan a súbditos españoles. Esta cláusula no impone obligación alguna a los Estados Unidos de América de

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carrying out such measures.

(b) to stabilize its currency, establish or maintain a valid rate of exchange, balance its governmental budget as soon as practicable, create or maintain internal financial stability, and generally restore or maintain confidence in its monetary system;

(c) to cooperate with the Government of the United States of America in ensuring that any procurement financed with assistance furnished by the Government of the United States of America to the Government of Spain will be effected at reasonable prices and on reasonable terms and that the distribution in Spain of such materials and services will be made in such a way that such goods and services will be effectively utilized for the purpose for which they were intended;

(d) to cooperate with the Government of the United States in ensuring that any procurement similarly financed and made from areas outside of the United States of America, its territories and possessions, will be similarly effected at reasonable prices and on reasonable terms, and so as to arrange that the dollars thereby made available to the country from which the materials and services are procured are used in a manner consistent with any arrangements made by the Government of the United States of America with such country;

colaborar en la ejecución de dichas medidas;

b) estabilizar su moneda, fijar o mantener un tipo de cambio real, equilibrar su presupuesto estatal tan pronto como ello sea posible, crear o mantener una estabilidad financiera interna y, en general, restaurar o mantener la confianza en su sistema monetario;

c) cooperar con el Gobierno de los Estados Unidos de América para asegurar que cualquier adquisición financiada con la ayuda facilitada por el Gobierno de los Estados Unidos de América al Gobierno español sea efectuada a precios y en condiciones razonables y que la distribución en España de los mencionados bienes o servicios se haga de tal manera que los mismos se utilicen efectivamente para el fin a que fueron destinados;

d) cooperar con el Gobierno de los Estados Unidos de América para asegurar que cualquier adquisición igualmente financiada y procedente de zonas distintas de la de los Estados Unidos de América, sus territorios o posesiones sea también realizada a precios y en términos razonables, de manera que los dólares suministrados por este concepto al país del cual se adquieran dichos bienes y servicios se empleen de conformidad con los acuerdos celebrados entre el Gobierno de los Estados Unidos de América y dicho país;

(e) to discourage cartel and monopolistic business practices and business arrangements which result in restricting production and increasing prices or which curtail international trade, to encourage competition and productivity and to facilitate and stimulate the growth of international trade by reducing barriers which may hamper such trade when the attainment of the agreed program may be affected;

(f) to make as promptly as possible an agreement with the Government of the United States of America in which will be established for United States nationals and companies a system of payments and international transfers, including the progressive conversion of their accumulated peseta balances;

(g) to assist the Government of the United States of America in observing and reporting on labor conditions in Spain as these relate to the aims and operations of the Mutual Security Program.

(2) The Government of each country will:

(a) join in promoting international understanding and good will and maintaining world peace;

(b) take such action as may be mutually agreed upon to eliminate causes of international tension;

e) desalentar las prácticas y arreglos comerciales que tengan carácter de monopolio o «cartell» de los que resulte una restricción de la producción y un aumento de los precios o que pongan trabas al comercio internacional; estimular la competencia y la productividad y facilitar y fomentar el desarrollo del comercio internacional, reduciendo los obstáculos que puedan entorpecerlo, cuando ello afecte a la realización del programa convenido;

f) concertar lo antes posible un acuerdo con el Gobierno de los Estados Unidos de América en el que se reglamente para los nacionales y compañías norteamericanas un sistema de pagos y transferencias internacionales que permita la conversión paulatina de sus saldos acumulados en pesetas;

g) facilitar al Gobierno de los Estados Unidos de América la observación e información de las condiciones de trabajo en España, en la medida en que éstas se relacionen con los fines y desarrollo del Programa de Seguridad Mutua.

2.—Los Gobiernos de ambos países:

a) colaborarán en el mejoramiento de la comprensión y buena voluntad internacionales y en el mantenimiento de la paz mundial;

b) adoptarán las medidas que conjuntamente convengan para eliminar causas de tensión internacional; y

(c) fulfill the military obligations which it has assumed in multilateral or bilateral agreements or treaties to which both governments are parties.

(3) The Government of Spain will:

(a) make, consistent with its political and economic stability, the full contribution permitted by its manpower, resources, facilities, and general economic condition to the development and maintenance of its own defensive strength and the defensive strength of the free world;

(b) take all reasonable measures which may be needed to develop its defense capacities; and

(c) take appropriate steps to insure the effective utilization of the economic and military assistance provided by the United States.

ARTICLE III

Guaranties

Both governments will, upon the request of either government, consult respecting projects in Spain proposed by nationals of the United States of America with regard to which the Government of the United States of America may appropriately make guaranties in accordance with the provisions of the Mutual Security Act of 1951, as amended, as it incorporates section III [1] (b) 3 of the Economic Cooperation Act of 1948, as

c) cumplirán las obligaciones militares asumidas en Acuerdos bilaterales o multilaterales o Tratados de que ambos países sean parte.

3.—El Gobierno español:

a) aportará al desarrollo y mantenimiento de su propio poder defensivo y el del mundo libre, en la medida de su estabilidad política y económica, la plena contribución que le permitan su potencial humano, recursos, instalaciones y condición económica general;

b) adoptará todas las medidas razonables que sean necesarias para desarrollar su capacidad defensiva; y

c) tomará todas las medidas adecuadas para asegurar la utilización efectiva de la asistencia económica y militar proporcionada por los Estados Unidos de América.

ARTÍCULO III.

Garantías.

Ambos Gobiernos, a petición de cualquiera de ellos, se consultarán sobre aquellos proyectos que debieran realizarse en España propuestos por nacionales de los Estados Unidos de América en relación con los cuales el Gobierno de los Estados Unidos de América pueda oportunamente dar las garantías previstas en las disposiciones de la Ley de Seguridad Mutua de 1951 y sucesivas enmiendas, que incorpora la Sec-

[1] Should read "section 111."

amended.[1] With respect to such guaranties extending to projects which are approved by the Government of Spain, the Government of Spain agrees:

(a) that if the Government of the United States of America makes payment in United States dollars to any person under such a guaranty, the Government of Spain will recognize the transfer to the United States of any right, title or interest of such person in assets, currency, credits, or other property on account of which such payment was made and the subrogation of the United States to any claim or cause of action of such person arising in connection therewith. The Government of Spain shall also recognize any transfer to the Government of the United States of America pursuant to such guaranty of any compensation for loss covered by such guaranties received from any source other than the Government of the United States of America;

(b) that peseta amounts acquired by the Government of the United States pursuant to such guarantees shall not receive less favorable treatment than that accorded at the time of such acquisition to private funds arising from transactions of United States nationals which are comparable to transactions covered by such guarantees, and that such peseta

ción III *b)* 3 de la Ley de Cooperación Económica de 1948 y enmiendas sucesivas. Con respecto a las garantías que cubran proyectos aprobados por el Gobierno español, éste conviene en lo siguiente:

a) si el Gobierno de los Estados Unidos de América efectúa un pago en dólares de los Estados Unidos de América a cualquier persona cubierta por dicha garantía, el Gobierno español reconocerá la transferencia a los Estados Unidos de América de cualquier derecho, título o interés que dicha persona posea en bienes, moneda, créditos o cualquier otra propiedad por cuenta de la cual se efectuó el mencionado pago y la subrogación de los Estados Unidos de América en cualquier reclamación o acción legal que pueda corresponder a tal persona en relación con el caso. El Gobierno español reconocerá asimismo toda transferencia a favor del Gobierno de los Estados Unidos de América —como consecuencia de la citada garantía— cuyo contenido sea una compensación por pérdida cubierta por garantías recibidas de distinto origen que el del Gobierno de los Estados Unidos de América;

b) las sumas en pesetas adquiridas por el Gobierno de los Estados Unidos de América como consecuencia de dichas garantías, no recibirán un trato menos favorable que el que se conceda en el momento de la adquisición a los fondos privados procedentes de transacciones de nacionales de los Estados Unidos de América comparables a las transacciones

[1] 62 Stat. 144; 22 U.S.C. § 1509 (b) (3).

amounts will be freely available to the Government of the United States of America for administrative expenditures;

(c) that any claim of the Government of the United States of America against the Government of Spain, which results from the aforesaid subrogation, or which relates to the aforesaid assets, currency, credits or other property, or any difference arising under this article, shall be submitted to direct negotiation between the two governments. If, within a reasonable period, they are unable to settle the claim or difference by agreement, it shall be referred for final binding determination to a sole arbitrator selected by mutual agreement. If the Governments are unable, within a period of three months, to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government.

ARTICLE IV

Access to Certain Products.

(1) The Spanish Government will facilitate the acquisition by the United States of America, upon reasonable terms of sale, exchange, barter, or otherwise, and in such quantities and for such period of time as may be agreed between both governments of those materials originating in Spain which the United States of America might require, as the result

cubiertas por dichas garantías y las citadas sumas en pesetas serán puestas a libre disposición del Gobierno de los Estados Unidos de América para gastos administrativos;

c) toda reclamación del Gobierno de los Estados Unidos de América contra el Gobierno español que resulte de la subrogación arriba mencionada o que guarde relación con los bienes, moneda, créditos u otra clase de propiedad o toda diferencia que surja con motivo de este Artículo, será sometida a negociación directa entre los dos Gobiernos. Si, dentro de un período razonable, no pudieran resolver de común acuerdo la reclamación o la diferencia, ésta se referirá a un único árbitro designado de mutuo acuerdo para resolución final. Si, dentro de un plazo de tres meses, los Gobiernos no llegasen a un acuerdo en esta designación, el árbitro podría ser nombrado por el Presidente del Tribunal de Justicia Internacional a petición de cualquiera de los dos Gobiernos.

ARTÍCULO IV.

Acceso a ciertos productos.

1.—El Gobierno español facilitará a los Estados Unidos de América la adquisición, en condiciones razonables de venta, cambio, compensación u otra forma cualquiera y en las cantidades y por el período de tiempo que se convenga entre ambos Gobiernos, de aquellos productos originados en España que los Estados Unidos de América necesiten como

of deficiencies or potential deficiencies in its own resources and for stockpiling or other purposes. In such transactions due regard will be taken of the requirements of Spain for such products, both for domestic use as well as for its export trade. The Spanish Government will take such specific measures as may be necessary to carry out the provisions of this paragraph, including the promotion of the production of the materials in question and the removal of any hindrances to the acquisition of such materials by the United States of America or their receipt. At the request of either of the two governments, negotiations will be initiated for arrangements necessary to fulfill the provisions of this paragraph. The Government of the United States of America will endeavor to assist the Spanish Government to increase production in Spain of materials referred to in this Article if it is agreed that such action is practicable and consistent with the purposes of the Mutual Security Act, as amended.

(2) With respect to materials produced outside of Spain, both governments, at the request of either of them, will always cooperate wherever appropriate to further the objectives of paragraph 1 of this Article.

resultado de las deficiencias reales o potenciales de sus propios recursos y para la formación de «stocks» u otros fines. En dichas transacciones se tendrán siempre presentes las necesidades de España en los mencionados productos, tanto para su consumo interno como para su comercio de exportación. El Gobierno español tomará las medidas específicas que sean necesarias para llevar a cabo las disposiciones de este párrafo, incluyendo el fomento de la producción de los productos en cuestión y la supresión de cualesquiera obstáculos que impidan la adquisición de dichos productos por los Estados Unidos de América o su recepción. A petición de cualquiera de los dos Gobiernos, se iniciarán negociaciones con el fin de suscribir los arreglos necesarios para el cumplimiento de lo estipulado en este párrafo. El Gobierno de los Estados Unidos de América hará lo posible para ayudar al Gobierno español a aumentar la producción en España de los productos a que se refiere este Artículo, siempre que se convenga que ello es practicable y compatible con los fines de la Ley de Seguridad Mutua y sucesivas enmiendas.

2.—En relación con aquellos productos que se originen fuera de España, ambos Gobiernos, a petición de cualquiera de ellos, cooperarán, siempre que sea oportuno, en la consecución de los fines a que se refiere el párrafo 1 de este Artículo.

ARTICLE V

Local Currency

(1) The provisions of this Article shall apply only with respect to economic and technical assistance which may be furnished by the Government of the United States of America on a grant basis.

(2) A special account will be established in the Bank of Spain in the name of the Government of Spain (hereinafter called the Special Account) in which will be deposited pesetas in amounts commensurate with the dollar cost to the Government of the United States of commodities, services and technical information (including any costs of processing, storing, transporting, repairing or other services) made available to the Government of Spain on a grant basis under this Agreement. The Government of the United States of America shall, from time to time, notify the Government of Spain of the dollar cost of such commodities, services and technical information and the Government of Spain will thereupon deposit in the Special Account the equivalent amount of pesetas computed at the rate of exchange mutually agreed between the two governments. If, at such time or times of notification, the Government of Spain is a member of the International Monetary Fund and shall have agreed with the International Monetary Fund upon a rate of exchange, the amount of pesetas to be deposited shall be computed at

ARTÍCULO V.

Moneda local.

1.—Las estipulaciones de este Artículo solamente serán aplicables a la asistencia técnica y económica que sea facilitada por el Gobierno de los Estados Unidos de América con carácter de donación.

2.—Se abrirá una cuenta especial en el Banco de España a nombre del Gobierno español —que en adelante se llamará Cuenta Especial— en la que se depositarán pesetas en cantidades de valor equivalente al coste en dólares para el Gobierno de los Estados Unidos de América de las mercancías, servicios e información técnica (incluídos los costes de transformación, almacenaje, transportes, reparaciones y otros servicios) que se pongan a disposición del Gobierno español con carácter de donación conforme al presente Convenio. El Gobierno de los Estados Unidos de América notificará periódicamente al Gobierno español el coste en dólares de tales mercancías, servicios e información técnica y el Gobierno español, acto seguido, ingresará en la Cuenta Especial el importe equivalente en pesetas computado al cambio que mutuamente se haya convenido entre ambos Gobiernos. Si en el momento de la notificación el Gobierno español fuera miembro del Fondo Monetario Internacional y hubiera llegado a un acuerdo con dicha Institución sobre un tipo de cambio, el importe en pesetas a depositar será computado al

the rate of exchange which shall be the par value agreed at such time with the International Monetary Fund; provided that this agreed value is the single rate applicable to the purchase of dollars for imports into Spain. If at the time of notification a par value for the peseta is agreed with the Fund and there are one or more other rates applicable to the purchase of dollars for imports into Spain, or, if at the time of notification no par value for the peseta is agreed with the Fund, the rate or rates for this purpose shall be mutually agreed upon between the two Governments. The Spanish Government shall be able at any time to make advance deposits in the Special Account which shall be credited against subsequent notifications pursuant to this paragraph.

(3) (a) The Government of the United States of America will, from time to time, notify the Spanish Government of its requirements in pesetas for administrative and operating expenses incident to operations in Spain under the Mutual Security Act of 1951 and acts amendatory or supplementary thereto, and the Spanish Government will thereupon place at the disposition of the Government of the United States such sums, withdrawing them from any balances in the Special Account in the manner requested by the Government of the United States in the notification. Such sums will be

tipo de cambio que corresponda a la paridad convenida en aquel momento con el Fondo Monetario Internacional, siempre que esta paridad convenida sea el único tipo de cambio aplicable a la compra de dólares para importaciones en España. Si en el momento de la notificación se hubiera llegado a establecer con el Fondo Monetario Internacional determinada paridad y existiesen uno o más tipos de cambio aplicables a la compra de dólares para importaciones en España, o si no se hubiese llegado a establecer ninguna paridad con dicho Fondo, el tipo o tipos de cambio para este fin serían mutuamente convenidos entre los dos Gobiernos. El Gobierno español podrá, en cualquier momento, anticipar depósitos en la Cuenta Especial que serán acreditados a cuenta de futuras notificaciones, de acuerdo con lo establecido en este párrafo.

3.—*(a)* El Gobierno de los Estados Unidos de América notificará oportunamente al Gobierno español sus necesidades en pesetas para gastos administrativos y de ejecución como consecuencia de las operaciones realizadas en España de conformidad con la Ley de Seguridad Mutua de 1951 y disposiciones modificativas y complementarias y el Gobierno español pondrá, en consecuencia, a disposición del Gobierno de los Estados Unidos de América dichas sumas, retirándolas de cualquier saldo existente en la Cuenta Especial en la forma pedida por el Gobierno de los Estados Unidos de

charged to the percentage referred to in this paragraph. Ten percent of each deposit made pursuant to this Article will be placed at the disposition of the Government of the United States of America. It is understood that the Government of the United States of America will not convert funds acquired pursuant to this paragraph into any other currency without prior consultation with the Spanish Government.

(b) Both Governments will agree to the number of and general characteristics of military facilities for mutual defense to be constructed in Spain and the Government of the United States of America will, from time to time, notify the Spanish Government of requirements for peseta expenses which arise from the construction and maintenance of such military facilities. The Government of Spain will thereupon make such amounts available out of any balances existing in the Special Account, in the manner requested by the Government of the United States in the notification.

(4) Recognizing the priority of expenses referred to in Paragraph 3 of this Article, the Spanish Government may withdraw funds from any balance existing in the Special Account for such expenditures as may be agreed periodically with the Government of the United States of America, and which will be in accord with the objectives prescribed in the

América en su notificación. Estas sumas serán cargadas al porcentaje mencionado en este párrafo. El diez por ciento de cada depósito efectuado de acuerdo con este Artículo se pondrá a disposición del Gobierno de los Estados Unidos de América. Queda entendido que el Gobierno de los Estados Unidos de América no convertirá los fondos adquiridos de conformidad con este Artículo en otras monedas sin previa consulta con el Gobierno español.

(b) Ambos Gobiernos se pondrán de acuerdo sobre el número y características generales de las instalaciones militares de defensa mutua que hayan de construirse en España y el Gobierno de los Estados Unidos de América notificará periódicamente al Gobierno español las necesidades para gastos en pesetas que se ocasionen por la construcción y mantenimiento de dichas instalaciones militares. El Gobierno español, acto seguido, facilitará estas sumas retirándolas de cualquier saldo existente en la Cuenta Especial en la forma requerida por el Gobierno de los Estados Unidos de América en su notificación.

4.– Reconociendo la prioridad de los gastos a que se refiere el párrafo 3 de este Artículo, el Gobierno español podrá retirar fondos de cualquier saldo existente en la Cuenta Especial para aquellos gastos que se convengan periódicamente con el Gobierno de los Estados Unidos de América y que se hallen de acuerdo con los fines señalados en la Ley de

Mutual Security Act of 1951, as amended.

(5) Any unencumbered balance remaining in the Special Account upon the termination of assistance under this Agreement other than unexpended amounts allocated under Paragraph 3 (a) of this Article, shall be disposed of within Spain for such purposes as may hereafter be agreed upon by the Governments of the United States of America and Spain; it being understood that the agreement of the United States of America shall be subject to approval by Act or joint resolution of the Congress of the United States of America.

ARTICLE VI

Consultation and Transmittal of Information

(1) The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to operations or arrangements carried out pursuant to this Agreement.

(2) The Government of Spain will communicate to the Government of the United States of America in a form and at intervals to be determined by the latter after consultation with the Government of Spain:

(a) detailed information concerning projects, programs and measures proposed or adopted by the Government of Spain to carry

Seguridad Mutua de 1951 y sucesivas enmiendas.

5.—Cualquier saldo no comprometido que quede en la Cuenta Especial en el momento de la terminación de la asistencia prestada como consecuencia de este Convenio, descontando las sumas no gastadas asignadas en el párrafo 3 *(a)* de este Artículo, podrá emplearse dentro de España para los fines que posteriormente se convengan entre los Gobiernos de los Estados Unidos de América y España, quedando entendido que la aprobación por parte del Gobierno de los Estados Unidos de América estará sujeta a la aprobación por Ley o resolución conjunta del Congreso de los Estados Unidos de América.

ARTÍCULO VI.

Consulta y transmisión de información.

1.—Ambos Gobiernos se consultarán, a petición de cualquiera de ellos, sobre todo asunto referente a la aplicación de este Convenio o a las operaciones y arreglos que se lleven a cabo de conformidad con el mismo.

2.—En la forma y tiempo indicados por el Gobierno de los Estados Unidos de América, previa consulta al Gobierno español, éste le comunicará lo siguiente:

a) información detallada acerca de los proyectos, programas y medidas propuestos o adoptados por el Gobierno español para

out the provisions of this Agreement;

(b) full statements of operations under this Agreement, including a statement of the use of funds, commodities and services received thereunder, such statements to be made in each calendar quarter;

(c) information relating to the Spanish economy, including national and international accounts, which the Government of the United States of America may need to determine the nature and scope of operations under the Agreement and to evalnate the effectiveness of assistance furnished or contemplated under this Agreement and generally the progress realized in this field during the period of this Agreement.

(3) The Government of Spain will assist the Government of the United States of America to obtain information relating to the materials originating in Spain referred to in Article IV which is necessary to the formulation and execution of the arrangements provided for in that Article.

ARTICLE VII

Publicity

(1) The Government of the United States of America and the Government of Spain recognize that it is in their mutual interest that full publicity be given to the objectives and progress of the assistance being

cumplir las estipulaciones de este Convenio;

b) relaciones completas de las operaciones realizadas según este Convenio, incluyendo un estado del empleo de los fondos, mercancías y servicios recibidos en cumplimiento del mismo; dichas relaciones se harán trimestralmente;

c) información relativa a la economía española, incluyendo las estadísticas nacionales y la balanza de pagos, que el Gobierno de los Estados Unidos de América necesite para determinar la naturaleza y el alcance de las operaciones realizadas según el Convenio y evaluar la eficacia de la ayuda proporcionada o prevista en el mismo y, en general, los progresos realizados a este respecto durante su vigencia.

3.—El Gobierno español prestará su ayuda al Gobierno de los Estados Unidos de América para obtener información relativa a los productos originados en España a que se refiere el Artículo IV y que sea necesaria para formular y ejecutar lo estipulado en dicho Artículo.

ARTÍCULO VII.

Publicidad.

1.—El Gobierno de los Estados Unidos de América y el Gobierno español reconocen que es de mutuo interés el que se dé completa publicidad a los fines y desarrollo de la asistencia prestada de conformidad

rendered pursuant to this Agreement and that all pertinent information be made available to the people of Spain. The Spanish Government will encourage the dissemination of such information, giving to the assistance furnished by the United States Government pursuant to this Agreement, full and continuous publicity through the press, radio and all other available media in Spain and will allow to the United States Government, by agreement with the Spanish Government, the use of such media as may be required to accomplish this purpose.

(2) The Government of Spain will grant to representatives of the United States press full freedom to observe and report on the operation of the economic and technical assistance programs conducted pursuant to this Agreement.

(3) The Government of Spain will make public in Spain, in each calendar quarter, full statements of operations under this Agreement, including information as to the use of funds, commodities and services received.

ARTICLE VIII

Special Economic Mission

(1) The Government of Spain agrees to receive a special Economic Mission which will discharge the responsibilities of the Government

con este Convenio y el poner a disposición del pueblo español toda la información pertinente. El Gobierno español estimulará la difusión de dicha información, dando a la asistencia facilitada por el Gobierno de los Estados Unidos de América con arreglo a este Convenio una continua y completa publicidad a través de la prensa, la radio y demás medios de que se dispone en España y permitirá al Gobierno de los Estados Unidos de América, mediante acuerdo con el Gobierno español, el uso de dichos medios en la medida que sea necesaria para cumplir esta finalidad.

2.—El Gobierno español concederá a los representantes de la prensa de los Estados Unidos de América completa libertad para observar e informar sobre el funcionamiento de los programas de asistencia técnica y económica realizados de conformidad con este Convenio.

3.—El Gobierno español publicará trimestralmente en España relaciones completas de las operaciones verificadas según el Convenio, incluyendo información sobre el uso de los fondos, mercancías y servicios recibidos.

ARTÍCULO VIII.

Misión Económica Especial.

1.—El Gobierno español accede a recibir una Misión económica especial que asumirá las obligaciones del Gobierno de los Estados Unidos de

of the United States of America in Spain under this Agreement.

(2) The Spanish Government will, upon appropriate notification from the Ambassador of the United States of America in Spain, consider the Special Mission and its personnel and the United States Special Representative in Europe as part of the Embassy of the United States of America in Spain for the purpose of enjoying the privileges and immunities accorded to that Embassy and its personnel of comparable rank.

(3) The Spanish Government will extend full cooperation to the personnel of the Special Mission and to the aforementioned U.S. Representative in Europe and his staff. Such cooperation shall include the provision of all information and facilities necessary to the observation and review of the carrying out of this Agreement, including the use of assistance furnished under it.

ARTICLE IX

Settlement of Claims of Nationals

(1) The Governments of the United States of America and Spain agree to submit to the decision of the International Court of Justice or of a court of arbitration or arbitral tribunal to be mutually agreed upon, any claim espoused or presented by either Government on behalf of one

América en España a que se refiere este Convenio.

2.—El Gobierno español, previa notificación en regla del Embajador de los Estados Unidos de América en España, considerará a la Misión Especial y a su personal, así como al Representante especial de los Estados Unidos de América en Europa, como parte de la Embajada de los Estados Unidos de América en España al efecto de gozar de los privilegios e inmunidades otorgados a dicha Embajada y a su personal de rango equivalente.

3.—El Gobierno español prestará su entera cooperación al personal de la Misión especial, al aludido Representante de los Estados Unidos de América en Europa y a su personal. Esta cooperación incluirá el suministro de la información y de las facilidades necesarias para la observación y vigilancia del cumplimiento de este Convenio así como del empleo de la asistencia facilitada en virtud del mismo.

ARTÍCULO IX.

Resolución de las reclamaciones de los nacionales.

1.—El Gobierno español y el de los Estados Unidos de América convienen en someter a la decisión del Tribunal de Justicia Internacional o a la de un tribunal de arbitraje o un tribunal arbitral, que se designen de común acuerdo, toda reclamación apoyada o presentada por cualquiera

of its nationals arising as a consequence of governmental measures (other than measures taken by the Government of the United States of America concerning enemy property or interests) taken after April 3, 1948, by the other Government and affecting property or interest of such national, including contracts with or concessions granted by the duly authorized authorities of such other Government. It is understood that the undertaking of the Government of the United States of America in respect of claims espoused by the Government of Spain pursuant to this paragraph is made under the authority of and is limited by the terms and conditions of the recognition by the United States of America of the compulsory jurisdiction of the International Court of Justice under Article 36 of the Statute of the Court,[1] as set forth in the Declaration of the President of the United States of America dated August 14, 1946.[2]

de los dos Gobiernos en nombre de uno de sus nacionales y que surja como consecuencia de medidas oficiales (distintas de las tomadas por el Gobierno de los Estados Unidos de América sobre bienes y derechos del enemigo) adoptadas después del 3 de abril de 1948 por el otro Gobierno y que afecten a los bienes o derechos de dicho nacional, incluyendo los contratos o concesiones otorgados por las Autoridades competentes del citado Gobierno. Se entiende que el compromiso del Gobierno de los Estados Unidos de América con respecto a las reclamaciones apoyadas por el Gobierno español, de conformidad con este párrafo, se adquiere con las facultades y dentro de los límites de los términos y condiciones del reconocimiento por los Estados Unidos de América de la jurisdicción obligatoria del Tribunal de Justicia Internacional, según el Artículo 36 de los Estatutos de dicho Tribunal, como aparece en la declaración del Presidente de los Estados Unidos de América de fecha 14 de Agosto de 1946.

(2) It is further understood that neither Government will espouse or present a claim pursuant to this Article until its national has exhausted the administrative and judicial procedures of the country in which the claim arose.

2.—Queda además entendido que ninguno de los dos Gobiernos apoyará o presentará una reclamación con arreglo a este Artículo hasta que su nacional haya agotado los procedimientos administrativos y judiciales del país en que surgió la reclamación.

(3) The provisions of this Article shall be in all respects without prejudice to other rights of access, if any, of either Government, to the

3.—Las estipulaciones de este Artículo no impedirán de forma alguna la utilización por cualquiera de los dos Gobiernos de otras vías de

[1] Treaty Series 993; 59 Stat. 1060.
[2] Treaties and Other International Acts Series 1598; 61 Stat., pt. 2, p. 1218.

International Court of Justice or other arbitral tribunal or to the espousal and presentation of claims based upon alleged violations by either Government of rights and duties arising under treaties, agreements or principles of international law.

ARTICLE X

Entry into Force, Amendment, Duration

(1) This Agreement shall become effective on this day's date. Subject to the provisions of paragraphs 2 and 3 of this Article, it shall remain in force until June 30, 1956, and unless at least six months before June 30, 1956, either Government shall have given notice in writing to the other of intention to terminate the Agreement on that date, it shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

(2) If during the life of this Agreement, either Government should consider there has been a fundamental change in the basic assumptions underlying this Agreement, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing upon the amendment, modification or termination of this Agreement. If, after three months from such notification, the two Governments have not

acceso, si las hubiere, al Tribunal de Justicia Internacional u otro tribunal arbitral o el apoyo y presentación de reclamaciones alegadas por cualquiera de los dos Gobiernos fundándose en la violación de derechos y deberes derivados de los tratados, acuerdos o principios de derecho internacional.

ARTÍCULO X.

Entrada en vigor, enmiendas y duración.

1.—Este Convenio entrará en vigor el día de la fecha. Con sujeción a las estipulaciones de los párrafos 2 y 3 de este Artículo continuará vigente hasta el 30 de Junio de 1956 y, salvo que al menos seis meses antes de dicha fecha cualquiera de los dos Gobiernos haya notificado al otro por escrito su intención de poner término al Convenio en el mencionado 30 de Junio de 1956, quedará en vigor hasta la expiración de un período de seis meses a contar de la fecha en que la notificación hubiera sido hecha.

2.—Si durante la vigencia de este Convenio cualquiera de los dos Gobiernos considerase que se ha producido un cambio fundamental en los supuestos básicos en que se apoya, lo notificará por escrito al otro y ambos Gobiernos se consultarán con el fin de convenir la enmienda, modificación o término del mismo. Si después de tres meses de dicha notificación no hubiesen llegado a coincidir los dos Gobiernos sobre la decisión que hubiera que

agreed upon the action to be taken in the circumstances, either Government may give notice in writing to the other of intention to terminate this Agreement. Then, subject to the provisions of paragraph 3 of this Article, this Agreement shall terminate either:

(a) six months after date of such notice of intention to terminate, or

(b) after such shorter period as may be agreed to be sufficient to ensure that the obligations of the Government of Spain are performed in respect of any assistance which may continue to be furnished by the Government of the United States of America after the date of such notice; provided, however, that Article IV and paragraph 3 of Article VI shall remain in effect until two years after the date of such notice of intention to terminate, but not later than June 30, 1956.

(3) Subsidiary agreements and arrangements negotiated pursuant to this Agreement may remain in force beyond the date of termination of this Agreement and the period of effectiveness of such subsidiary agreements and arrangements shall be governed by their own terms. Article V shall remain in effect until all the sums in the currency of Spain required to be deposited in accordance with its own terms have been disposed of as provided in that Article.

adoptar en tal caso, cualquiera de ellos puede notificar al otro, por escrito, su decisión de poner término a este Convenio. Entonces, y con sujeción a las estipulaciones del párrafo 3 de este Artículo, el Convenio terminará:

a) seis meses después de la fecha de notificación de la intención de ponerle término; o bien,

b) después de un período de tiempo más breve que se considere mutuamente como suficiente para asegurar que se cumplen las obligaciones del Gobierno español con respecto a cualquier ayuda que continúe siendo facilitada por el Gobierno de los Estados Unidos de América con posterioridad a la fecha de notificación; siempre que se mantenga la vigencia del Artículo IV y del párrafo 3 del Artículo VI hasta dos años después de la fecha de notificación de la intención de terminar, pero nunca más tarde del 30 de Junio de 1956.

3.—Los acuerdos y arreglos subsidiarios negociados de conformidad con este Convenio pueden permanecer en vigor después de la fecha de terminación del mismo y su período de efectividad quedará regulado por sus propios términos. El Artículo V se mantendrá en vigor hasta que todas las sumas en moneda española, a cuyo depósito obliga dicho Artículo de conformidad con sus propios términos, hayan sido utilizadas de acuerdo con las estipulaciones contenidas en el mismo.

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(4) This Agreement may be amended at any time by agreement between the two Governments.

(5) The Government of the United States will register this Agreement with the Secretariat of the United Nations.

In witness whereof the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Madrid, in duplicate, in the English and Spanish languages, both texts authentic, this 26th day of September, 1953.

FOR THE GOVERNMENT
OF THE UNITED STATES OF AMERICA:

The Ambassador of the United States of America,

JAMES CLEMENT DUNN

[SEAL]

4.—Este Convenio puede ser modificado en cualquier momento si así lo convienen ambos Gobiernos.

5.—El Gobierno de los Estados Unidos de América registrará este Convenio en la Secretaría de las Naciones Unidas.

En fe de lo cual, los respectivos Representantes, debidamente autorizados para este fin, firman el presente Convenio.

Hecho en Madrid el día 26 de septiembre de 1953, en doble ejemplar, en lengua inglesa y española, siendo ambos textos fehacientes.

POR EL GOBIERNO ESPAÑOL:

El Ministro de Asuntos Exteriores,

ALBERTO MARTIN ARTAJO.

[SEAL]

ANNEX

Interpretative Notes

(1) It is understood that the requirements of paragraph (1) (a) of Article II, relating to the adoption of measures for the efficient use of resources, would include, with respect to commodities furnished under the Agreement, effective measures for safeguarding such commodities and for preventing their diversion to illegal or irregular markets or channels of trade.

(2) It is understood that paragraph (1) (c) of Article II does not diminish the right and responsibility of the United States of America to specifiy whatever terms and conditions of aid are deemed necessary.

(3) It is understood that the business practices and business arrangements referred to in paragraph (1) (e) of Article II mean:

(a) fixing prices, terms or conditions to be observed in dealing with others in the purchase, sale or lease of any product;

(b) excluding enterprises from, or allocating or dividing any territorial market or field of business activity, or allocating customers, or fixing sales quotas or purchase quotas;

(c) discriminating against particular enterprises;

ANEJO

Notas Interpretativas.

1.—Queda entendido que los requisitos del párrafo 1.—*a)* del Artículo II, referentes a la adopción de medidas para la utilización eficiente de los recursos, incluirán, en relación con las mercancías facilitadas dentro del Convenio, las medidas necesarias para salvaguardar dichas mercancías e impedir su desviación a mercados o cauces comerciales de carácter ilegal o irregular.

2.—Queda entendido que el párrafo 1.—*c)* del Artículo II no debilita el derecho y responsabilidad de los Estados Unidos de América a especificar cualesquiera términos y condiciones de ayuda que se consideren necesarios.

3.—Queda entendido que las prácticas y arreglos comerciales a que se refiere el párrafo 1.—*e)* del Artículo II significan:

a) fijación de precios, términos o condiciones que hayan de observarse al tratar con otros en la compra, venta o arrendamiento de cualquier producto;

b) exclusión de empresas de mercados territoriales o campos de actividad comercial, asignación o división de los mismos, o asignación de clientes o fijación de cuotas de ventas o compras;

c) discriminación contra determinadas empresas;

(d) limiting production or fixing production quotas;

(e) preventing by agreement the development or application of technology or invention whether patented or unpatented;

(f) extending the use of rights under patents, trade marks or copyrights granted by either country to matters which, according to its laws and regulations, are not within the scope of such grants, or to products or conditions of production, use or sale which are likewise not the subject of such grants; and

(g) such other practices as the two governments may agree to include.

(4) It is understood that the agreement referred to in section (1), paragraph (f), of Article II will provide a system of conversion of peseta balances which takes into account at all times fluctuations in Spanish dollar availabilities.

(5) It is understood that the United States of America does not intend to resell within Spain any of the materials which it may acquire pursuant to paragraph (1) of Article IV.

(6) It is understood that the time of notification to which reference is made in Article V, paragraph 2, for the purpose of determining the rate of exchange to be used in computing

d) limitación o fijación de cupos de producción;

e) evitación, por acuerdo, del desarrollo o aplicación de progresos técnicos o de inventos patentados o sin patentar;

f) extensión del uso de derechos patentados, marcas registradas o derechos de propiedad industrial, concedidos por cualquiera de los dos países, a materias que —de acuerdo con sus leyes y reglamentos— no pueden ser objeto de tales concesiones o a productos, condiciones de producción, uso o venta que tampoco pueden ser objeto de dichas concesiones; y

g) aquellas otras prácticas que ambos Gobiernos acuerden incluir.

4.—Queda entendido que el Convenio a que se hace referencia en el párrafo 1.—*f)* del Artículo II deberá contener un sistema de conversión de los saldos en pesetas que tenga en cuenta, en cada momento, las fluctuaciones en las disponibilidades españolas de dólares.

5.—Queda entendido que los Estados Unidos de América no proyectan revender dentro de España ninguno de los productos que adquieran de conformidad con el párrafo 1 del Artículo IV.

6.—Queda entendido que el momento de la notificación, a que se hace referencia en el párrafo 2, Artículo V, a efectos de determinar el tipo de cambio que será usado al

the deposits to be made upon notifications to the Government of Spain of the indicated dollar costs of commodities, services, and technical information shall, in the case of each notification covering a disbursement period, be deemed to be the date of the last day of the disbursement period covered by the notification.

computar los depósitos que se han de efectuar como consecuencia de las notificaciones al Gobierno español de los indicados costes en dólares de las mercancías, servicios e información técnica se considerará, en el caso de toda notificación que cubra un período de pago, el de la fecha del último día del período de pago cubierto por la misma.

(7) It is understood that it is the sense and intent of the last sentence of paragraph (2) of Article V that the Government of Spain will make arrangements to assure that the amounts of pesetas on deposit in the Special Account are sufficient at all times to permit the Government of the United States to meet its obligations for peseta payments for the purposes contemplated by this Agreement. The United States will, whenever necessary, inform the Spanish Government of its requirements for pesetas and agrees that its requests to the Spanish Government to meet such requirements shall not exceed the amount of economic and technical assistance firmly allotted to Spain on a grant basis at the time of making such requests.

7.—Queda entendido que el sentido y la intención de la última frase del párrafo 2 del Artículo V es que el Gobierno español adoptará medidas para asegurar que las sumas en pesetas depositadas en la Cuenta Especial son suficientes en todo momento para permitir al Gobierno de los Estados Unidos de América atender sus obligaciones de pago en pesetas para los fines previstos en este Convenio. Los Estados Unidos de América informarán al Gobierno español, siempre que sea necesario, de sus necesidades en pesetas y están de acuerdo en que sus peticiones al Gobierno español para atender dichas necesidades no deberán exceder del importe de la asistencia económica y técnica asignada en firme a España con carácter de donación en el momento de hacer dichas peticiones.

(8) It is understood that any agreements which might be arrived at pursuant to paragraph (1) of Article IX would be subject to approval by the Senate of the United States of America.

8.—Queda entendido que todo acuerdo a que pueda llegarse de conformidad con el párrafo 1 del Artículo IX quedaría sujeto a la aprobación del Senado de los Estados Unidos de América.

JAMES CLEMENT DUNN

ALBERTO MARTIN ARTAJO

TIAS 2852
June 18, 1953

TECHNICAL COOPERATION

Public Health Program

Agreement between the
UNITED STATES OF AMERICA
and EGYPT

- Signed at Cairo June 18, 1953
- Entered into force June 18, 1953

AGREEMENT FOR A COOPERATIVE PROGRAM OF PUBLIC HEALTH BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF EGYPT

The Government of the United States of America and the Government of Egypt have agreed as follows:

ARTICLE I. THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two governments on May 5, 1951,[1] a cooperative program in the field of Public Health shall be initiated in Egypt.

The obligations assumed herein by the Government of Egypt will be performed by the Ministry of Public Health (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by the Technical Cooperation Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America.

The Ministry, on behalf of the Government of Egypt, and the Administration, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of this cooperative program. This agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation.

ARTICLE II. OBJECTIVES

The objectives of this cooperative program of public health are:

1. To facilitate the development of public health in Egypt through cooperative action on the part of the two governments;
2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of public health;
3. To promote and strengthen understanding and good will between the peoples of Egypt and the United States of America, and to foster the growth of democratic ways of life.

[1] Treaties and Other International Acts Series 2479; 3 UST, pt. 2, p. 2960.

ARTICLE III. FIELDS OF ACTIVITY

This cooperative program of public health will include, to the extent that the parties from time to time agree thereon, operations of the following types:

1. Studies of the needs of Egypt in the field of public health and the resources which are available to meet those needs;
2. The formulation and continuous adaptation of a program to help meet such needs;
3. The initiation and administration of projects in the establishment and operation of health centers and other facilities for preventive medicine and disease control; development of safe water supplies; sewage disposal and environmental sanitation; insect control; health education; nursing education; laboratory technician training; and such other projects in the field of public health as the parties may agree upon;
4. Related training activities, both within and outside of Egypt.

ARTICLE IV. THE TECHNICAL MISSION

The Administration agrees to furnish a group of technicians and specialists to collaborate in carrying out this cooperative program. The technicians and specialists made available by the Administration under this agreement, together with those so made available under other program agreements with the Government of Egypt, will constitute the Technical Mission of the Administration in Egypt. This technical mission is headed by a Director of Technical Cooperation (hereinafter referred to as the "Director"). The Director and other members of the technical mission shall be appointed by the Government of the United States of America. Technicians sent from the United States to work on this program shall be subject to acceptance by the Government of Egypt.

ARTICLE V. JOINT COMMITTEE

There is hereby established as an agency of the Government of Egypt the Egyptian-American Joint Committee for Public Health (hereinafter referred to as the "Committee"). The Committee shall coordinate and direct the cooperative program for public health in accordance with the provisions of this agreement. The Minister of Public Health (hereinafter referred to as the "Minister") or his designee and the Director or his designee shall serve as Co-Directors of the Committee. The funds of the Committee may be maintained in such bank or banks as the Co-Directors shall select and shall be available only for the purposes of this agreement.

ARTICLE VI. PROGRAM FINANCING

The parties hereto shall contribute and make available to the extent provided below, funds and other contributions for use in carrying out the program during the period covered by this agreement, in accordance with the following schedules:

1. The Government of the United States of America during the period from date of entry into force of this agreement to and including June 30, 1953, shall make available the funds necessary to pay the salaries and other expenses of the members of the technical mission, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this Cooperative Program. These funds shall be administered by the Administration and shall not be deposited to the credit of the Committee.
2. In addition, for the period from the date of entry into force of this agreement through June 30, 1953, the Government of the United States of America shall make available to the Committee for use in the cooperative program, the sum of $125,000.00 (one hundred and twenty-five thousand dollars) which shall include expenditures to date on activities covered by this agreement. The parties hereto agree that initially this sum shall be held in the United States of America. The Minister and the Director may hereafter agree in project agreements or amendments thereto, to the deposit in cash of any part of such sum to the credit of the Committee in such installments as they may agree upon. The remainder, if any, of the United States contribution to this cooperative program shall continue to be held in the United States of America to meet payments to be made outside of Egypt in United States dollars. The amounts used for such payments, when expended as agreed upon by the Minister and the Director, shall be considered as if deposited to the credit of the Committee.
3. The Government of Egypt from the date of entry into force of this agreement to and including June 30, 1953, shall contribute to the Committee for the purpose of carrying out this cooperative program funds, technicians, facilities, local supplies, materials, equipment, labour, transportation and/or other services, or assistance, to a minimum value equal to the contribution of the Government of the United States of America. These contributions shall be made as agreed upon by the Co-Directors as set forth in each project agreement under this Cooperative Program in accordance with the provisions of Article VIII.

4. The parties may later agree in writing upon the amount of funds and/or other contributions they wish to contribute and make available each subsequent year for use in carrying out the program during the period from June 30, 1953, to and including December 31, 1960.
5. Funds deposited by the Government of the United States of America to the credit of the Committee shall be convertible into Egyptian pounds at the par value for the Egyptian pounds agreed with the International Monetary Fund in effect at the time of each conversion, provided that this par value is the same rate applicable to the purchase of dollars for commercial transactions in Egypt. If there is no such agreed par value or if there are two or more effective rates that are not unlawful for the purchase of dollars, the rates used shall be the rates agreed upon by the two Governments, but not less than the effective rates (including the amount of exchange tax, surcharge, bonus, or value of any exchange certificates) which, at the time of conversion are applicable to the purchase of dollars for the respective purposes for which the dollars deposited to the credit of the Committee are to be used.
6. No funds deposited to the Committee's account shall be withdrawn except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Committee, or their respectively designated representatives. The Co-Directors shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to the Committee any moneys which it shall pay out from the funds of the Committee on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors or their designees.

Article VII. Additional Contributions

The projects to be undertaken under this agreement may include cooperation with other governmental agencies of Egypt, and the Government of Egypt shall make available the general assistance of such agencies for carrying out these projects. Cooperation under this agreement also may be undertaken with other organizations of either public or private character, and with international organizations of which the United States of America and Egypt are members. By agreement between the Co-Directors, contributions of funds, property, services or facilities by either or both parties, may be accepted and deposited to the credit of the Committee for use in effectuating projects in public health under the terms of this agreement in addi-

tion to the funds, property, services, and facilities required to be contributed under Article VI.

ARTICLE VIII. PROJECT OPERATIONS

1. The cooperative program of public health herein provided for shall consist of a series of projects to be jointly planned and administered by the Co-Directors of the Committee. To insure coordination of these projects with the cooperative projects undertaken or to be undertaken by the Ministry of Public Health with the World Health Organization, the Co-Directors will confer with the Regional Director of the World Health Organization prior to the development of projects under this agreement. Each project shall be embodied in a written project agreement which shall be signed by the Co-Directors, shall define the work to be done, shall make allocations of funds therefor from moneys available to the Committee, and may contain such other matters as the parties may desire to include.

2. Upon completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and resolved, and related basic data.

3. The selection of specialists, technicians and others in the field of public health to be sent for training to the United States of America or elsewhere pursuant to this cooperative program, as well as the training activities in which they shall participate, shall be determined jointly by the Co-Directors.

4. The general policies and administrative procedures that are to govern this cooperative program shall be determined jointly by the Co-Directors.

5. All contracts and other instruments and documents relating to the execution of projects under this agreement shall be executed in the name of the Committee and shall be signed by the two Co-Directors. The books and records of the Committee relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of Egypt and the Government of the United States of America. The Co-Directors of the Committee shall render an annual report of their activities to the two Governments, and other reports at such intervals as may be appropriate.

6. Any power conferred by this agreement upon the Co-Directors may be delegated by either of them to any of his respective assistants, provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of the Co-Directors to refer any matter directly to one another for discussion and decision.

7. The existing projects in rural sanitation and in public health training which are the subject of memoranda of understanding dated May 1, 1952, and May 3, 1952, shall be considered to be projects under this agreement and shall be carried out in conformity with its terms.

ARTICLE IX. ADDITIONAL FISCAL PROVISIONS

1. All funds deposited to the credit of the Committee pursuant to this agreement shall continue to be available for the program of public health during the existence of this agreement, without regard to annual periods or fiscal years of either of the parties.

2. All materials, equipment and supplies ownership of which is acquired for the cooperative program shall become the property of the Committee and shall be used only in the furtherance of this agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Ministry of Public Health, Government of Egypt.

3. Any interest which may be received on funds of the Committee and any other increment of assets of the Committee of whatever nature of source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either Government.

4. Any funds of the Committee which remain unexpended and unobligated on the termination of this Public Health Agreement shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made by the Government of the United States of America and the Government of Egypt under this agreement, as it may be from time to time amended and extended.

5. The two Governments will establish procedures whereby the Government of Egypt will so deposit, segregate or assure title to all funds allocated to or derived from any program involving contributions by the Government of the United States of America, that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of Egypt is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

ARTICLE X. RIGHTS AND EXEMPTIONS

1. All contract employees who are citizens of the United States of America employed under contracts entered into by the Committee to assist in carrying out this cooperative program shall receive the same rights, privileges and exemptions as accorded employees of the

Government of the United States of America under the terms of the General Agreement for Technical Cooperation referred to in Article I herein. At suitable intervals the Ambassador of the United States of America to Egypt shall furnish to the Minister for Foreign Affairs of Egypt the names of the personnel to whom the provisions of this paragraph are applicable.

2. Supplies, equipment and materials purchased by the Committee or contributed to the Committee by the Government of the United States of America, either directly or by contract with a public or private organization, shall be admitted into Egypt free of any customs and import duties.

ARTICLE XI. LEGISLATIVE AND EXECUTIVE ACTION

The Government of Egypt will endeavor to obtain the enactment of such legislation or decrees and will take such executive action as may be required to carry out the terms of this agreement.

ARTICLE XII. ENTRY INTO FORCE AND DURATION

This agreement may be referred to as the "Public Health Joint Committee Program Agreement". It shall enter into force on the date that it is signed and shall remain in force, to and including December 31, 1960, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this agreement for the period from June 30, 1953, to and including December 31, 1960, shall be subject to the availability of appropriations to both parties for the purposes of the program and to further the agreement of the parties pursuant to Article VI, paragraph 4, hereof.

Done in duplicate, in the English and Arabic languages, at Cairo, this 18 day of June, 1953.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JEFFERSON CAFFERY

ERWIN C. HANNUM

FOR THE GOVERNMENT OF EGYPT:

NUR AL DIN PARRAF

M. FAWZI

اتفاق لبرنامج تعاونى فى الصحة العامة

بين

الحكومة المصرية

وحكومة الولايات المتحدة الامريكية

اتفقت الحكومة المصرية وحكومة الولايات المتحدة الامريكية على ما يأتى :

المادة الاولى

الوكلاء العاملون

تمشيا مع الاتفاق العام للتعاون الفنى الموقع فى ٥ مايو سنة ١٩٥١ نيابة عن الحكومتين يوضع فى مصر برنامج للتعاون الفنى فى الصحة العامة . وتنفذ الالتزامات التى تفرض على الحكومة المصرية بمقتضى هذه الاتفاقية بمعرفة وزارة الصحة العمومية (المشار اليها فيما بعد بكلمة "الوزارة") . اما الالتزامات التى تفرض بمقتضى هذه الاتفاقية على حكومة الولايات المتحدة الامريكية فتنفذها ادارة التعاون الفنى (المشار اليها فيما بعد بكلمة "الادارة") وهى وكالة تابعة لحكومة الولايات المتحدة الامريكية .

فالوزارة نيابة عن الحكومة المصرية والادارة نيابة عن حكومة الولايات المتحدة سوف يشتركان بالتضامن فى جميع المراحل الخاصة بوضع الخطط والادارة اللازمتين لهذا البرنامج التعاونى وسوف يكون هذا الاتفاق وما يتصل به من جميع انواع النشاط خاضعا لشروط الاتفاق العام المذكور والخاص بالتعاون الفنى .

المادة الثانية

الاغراض

ان اغراض هذا البرنامج التعاونى فى الصحة العامة هى :

١ـ تيسير تحسين الصحة العامة فى مصر عن طريق العمل بالتعاون من جانب الحكومتين .

٢ـ الحث على تبادل وزيادة المعرفة والخبرة والوسائل الفنية فى الصحة العامة بين البلدين .

٣ـ ترقية وتقوية التفاهم والرغبة الحسنة بين شعبى مصر والولايات المتحدة الامريكية والعمل على تنمية وسائل الحياة الديمقراطية .

المادة الثالثة

ميادين النشاط

يتضمن هذا البرنامج التعاونى فى الصحة العامة عمليات من النوع التالى حسب ما يتم الاتفاق عليه بين الطرفين من ان لاخر :

١ — دراسة مطالب مصر فى ميدان الصحة العامة والموارد التى يمكن ان تفى بهذه المطالب .

٢ — وضع برنامج وتطويره بلا انقطاع يساعد على الوفاء بهذه المطالب .

٣ — وضع وادارة مشروعات خاصة باقامة المراكز الصحية وتشغيل مراكز صحية وغيرها من التسهيلات الاخرى الخاصة بالطب الوقائى ومكافحة المرض وتحسين موارد المياه النقية ، صرف المجارى وصحة البيئة ومكافحة الحشرات والثقافة الصحية والتمريض وتدريب المساعدين الفنيين على اعمال المعامل وغير ذلك من المشروعات فى ميدان الصحة العامة حسبما يتفق عليه الطرفان .

٤ — اعمال التدريب التى تتصل بذلك سواء داخل او خارج القطر .

المادة الرابعة

البعثة الفنية

توافق الادارة على تقديم مجموعة من الفنيين والاخصائيين للتعاون فى تنفيذ هذا البرنامج التعاونى . والفنيون والاخصائيون الذين تقدمهم الادارة بمقتضى هذا الاتفاق وكذا اولئك الذين يمكن الاستعانة بهم بمقتضى اتفاقيات اخرى مع الحكومة المصرية . هؤلاء جميعا يكونون البعثة الفنية للادارة فى مصر . ويرأس هذه البعثة الفنية مدير التعاون الفنى (المشار اليه فيما يلى بالمدير) وتعين حكومة الولايات المتحدة الامريكية مدير واعضاء البعثة الفنية . ويشترط موافقة الحكومة المصرية على الاعضاء الفنيين المرسلين من قبل الولايات المتحدة للقيام بالاعمال الخاصة بهذا البرنامج .

المادة الخامسة

اللجنة المشتركة

تؤسس بمقتضى هذا لجنة مصرية امريكية مشتركة للصحة العامة (يشار اليها فيما

يلى باللجنة) وتكون بمثابة وكالة تابعة للحكومة المصرية . وتقوم اللجنة بتنسيق وادارة البرنامج التعاونى وفقا لمواد هذا الاتفاق . ويكون وزير الصحة العمومية (المشار اليه فيما يلى بالوزير) او من ينوب عنه والمدير او من ينوب عنه مديرين متعاونيهن للجنة . وتودع اموال اللجنة بالمصرف او المصارف التى يقع عليها اختيار المديرين المتعاونين ويكون الصرف منها قاصرا على اغراض هذه الاتفاقية .

المادة السادسة

تمويل البرنامج

يساهم الطرفان ويقومان - فى الحدود المنصوص عليها فيما بعد - الاموال والاعانات الاخرى الخاصة بتنفيذ البرنامج مدة سريان هذه الاتفاقية وفقا للاوضاع الاتية :

١- تقوم حكومة الولايات المتحدة الامريكية فى خلال المدة من تاريخ بدء تنفيذ هذه الاتفاقية وحتى نهاية ٣٠ يونيه سنة ١٩٥٣ باعداد المبالغ اللازمة لدفع المرتبات والمصروفات الاخرى الخاصة باعضاء البعثة الفنية وكذلك المصروفات الادارية التى قد تتحملها حكومة الولايات المتحدة الامريكية بصدد هذا البرنامج التعاونى ، التصرف فى هذه الاموال من حق الاداره ولا تودع لحساب اللجنة .

٢- وفضلا من ذلك فانه فى خلال المدة من تاريخ بدء تنفيذ الاتفاق حتى نهاية ٣٠ يونيه سنة ١٩٥٣ تضع حكومة الولايات المتحدة الامريكية ١٢٥ (مائة وخمسة وعشرين الف) دولارا تحت تصرف اللجنة لاستخدامها فى هذا البرنامج التعاونى ويشمل هذا المبلغ المصروفات التى تكون قد صرفت حتى ذلك التاريخ على الاعمال التى تضمنتها هذه الاتفاقية .

وقد اتفق الطرفان على انه بصفة مبدئية يبقى هذا المبلغ فى الولايات المتحدة الامريكية . ويجوز للوزير والمدير ان يتفقا فيما بعد بمقتضى اتفاقيات او تعديلات الخ على ايداع جزء من هذا المبلغ نقدا لحساب اللجنة وعلى الاقساط التى يتفقان عليها . وفيما يختص بما قد يتبقى من قيمة مساهمة الولايات المتحدة فى هذا البرنامج التعاونى فانه يظل بالولايات المتحدة الامريكية لمواجهة اية مدفوعات خارج مصر بالدولارات الامريكية . والمبالغ المستخدمة فى سداد مثل هذه المدفوعات حين صرفها وفقا لما اتفق عليه الوزير والمدير تعتبر كانها اودعت لحساب اللجنة .

٣ـ تساهم الحكومة المصرية اعتبارا من تاريخ سريان هذه الاتفاقية حتى نهاية يوم ٣٠ يونيه سنة ١٩٥٣ فى تنفيذ هذا البرنامج التعاونى بتقديم الاموال والفنيين والتسهيلات والتوريدات المحلية والمهمات والعمال ووسائل النقل وغير ذلك من الخدمات او المساعدة بما لا تقل قيمته من قيمة مساهمة حكومة الولايات المتحدة الامريكية . وتؤدى هذه المساهمات وفقا لما يتفق عليه المديران المتعاونان فى كل اتفاقية خاصة بهذا البرنامج التعاونى وطبقا لاحكام المادة الثالثة .

٤ـ يجوز للطرفين ان يتفقا فيما بعد كتابة على مقدار المبالغ او المساهمات الاخرى التى يرغبان فى المساهمة بها واعدادها لكل سنة تالية وذلك لاستخدامها فى تنفيذ البرنامج خلال المدة من ٣٠ يونيه سنة ١٩٥٣ لغاية نهاية يوم ٣١ ديسمبر سنة ١٩٦٠ .

٥ـ المبالغ المودعة من قبل حكومة الولايات المتحدة الامريكية لحساب اللجنة تكون قابلة للتحويل الى جنيهات مصرية على اساس قيمة الجنية المصرى بالسعر المتفق عليه مع صندوق النقد الدولى المعمول به عند كل تحويل وبشترط ان تكون هذه القيمة مساوية لسعر شراء الدولارات اللازمة للمعاملات التجارية فى مصر

فاذا لم يكن هناك اسعار متفق عليها او كان هناك سعران او اكثر سارية المفعول وقانونية لشراء الدولارات فان الاسعار التى يجب الشراء بها انما هى الاسعار التى تتفق عليها الحكومتان على ان لا تقل من الاسعار السارية (بما فى ذلك مقدار الضريبة المفروضة على عمليات التحويل والضريبة الاضافية والعلاوة وقيمة شهادات التحويل) التى تكون وقت التحويل سارية على مشترى الدولارات اللازمة للاغراض الخاصة التى تستخدم فيها الدولارات المودعة لحساب اللجنة .

٦ـ لا يجوز سحب اى مبلغ من الاموال المودعة لحساب اللجنة الا بمقتضى شيك او امر صرف صالح موقع عليه من كل من المديرين المتعاونين للجنة او ممثليهما المعينين عنهم بالتوالى . وعلى المديرين المتعاونين ان ينصا فى اتفاق الايداع لدى اى مصرف من المصارف على وجوب التزام المصرف ان يرد للجنة اية مبالغ قد يصرفها من اموال اللجنة بغير شيك او امر صرف موقع عليه من المديرين المتعاونين او من ينوبان عنهم .

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المادة السابعة

مساهمات اضافية

يجوز ان تقتضى المشروعات التى تنفذ بمقتضى هذا الاتفاق التعاون مع وكالات حكومية مصرية اخرى وعلى الحكومة المصرية ان توفر معونة هذه الوكالات بصفة عامة لتنفيذ هذه المشروعات . ويجوز طبقا لهذه الاتفاقية التعاون ايضا مع المنظمات الاخرى ذات الصبغة العامة او الخاصة ومع المنظمات الدولية التى تكون الولايات المتحدة ومصر من اعضائها وباتفاق المديرين المتعاونين يجوز قبول الاموال او الممتلكات او الخدمات او التسهيلات التى يساهم بها احد الطرفين او كلاهما وايداعها لحساب اللجنة لاستخدامها فى تنفيذ المشروعات الخاصة بالصحة العامة بمقتضى احكام هذه الاتفاقية بالاضافة الى الاموال والممتلكات والخدمات والتسهيلات المطلوب المساهمة بها بمقتضى المادة السادسة .

المادة الثامنة

عمليات تنفيذ المشروعات

١ـ يتالف برنامج التعاون فى الصحة العامة المنصوص عنه بهذه الاتفاقية من سلسلة مشروعات يشترك فى تصميمها وادارتها المديران المتعاونان للجنة ولضمان تناسق هذه المشروعات مع المشروعات التعاونية التى قامت او تعتزم القيام بها وزارة الصحة العمومية بالاشتراك مع الهيئة الصحية العالمية يتداول المديران المتعاونان مع المدير الاقليمى للهيئة الصحية العالمية قبل التوسع فى المشروعات طبقا لهذه الاتفاقية .

ويجب ان يكون كل مشروع موضوع اتفاقية خاصة يوقع عليها المديران المتعاونان ويحدد فيها العمل المطلوب تنفيذه ويخصص له المبالغ اللازمة من الاموال التى لدى اللجنة كما يجوز ان تحتوى على مسائل اخرى وفقا لما يرغبه الطرفان .

٢ـ على اثر اتمام اى مشروع تحرر مذكرة خاصة يوقع عليها المديران المتعاونان وتصبح سجلا للاعمال التى تمت والاغراض التى قصد تحقيقها والاموال التى صرفت والصعوبات التى صودفت وامكن تذليلها وكذلك البيانات الاساسية عن المشروع .

٣ـ يشترك المديران المتعاونان فى اختيار الاخصائيين والفنيين وغيرهم فى ميدان الصحة

العامة المرغوب فى ايفادهم للتدريب فى الولايات المتحدة الامريكية او غيرها من البلاد تطبيقا لهذا البرنامج التعاونى وكذلك فى تحديد الاعمال التى يتدربون عليها .

٤ — يشترك المديران المتعاونان فى تحديد السياسات العامة والاجراءات الادارية التى تتبع فى ادارة برنامج التعاون هذا .

٥ — جميع العقود والوثائق الاخرى والمستندات الخاصة بتنفيذ المشروعات بمقتضى هذه الاتفاقية يكون نفاذها باسم اللجنة وتكون ممضاه من المديرين المتعاونين . وتدار وسجلات اللجنة الخاصة ببرنامج التعاون تكون دائما خاضعة لتفتيش المندوبين المفوضين من كل من حكومتى مصر والولايات المتحدة الامريكية .

ويقدم المديران المتعاونان للجنة تقريرا سنويا للحكومتين عن اعمالهما كما يقدمان تقارير اخرى فى الفترات المناسبة .

٦ — لكل من المديرين المتعاونين ان يخول مساعده السلطة الممنوحة له بمقتضى هذا الاتفاق بشرط ان يوافق المدير الاخر على مثل هذا التوكيل .

وهذا التوكيل لا يحد من حق المديرين المتعاونين فى احالة اية مسالة من المسائل من الواحد للاخر مباشرة لمناقشتها واتخاذ قرار بشانها .

٧ — تعتبر المشروعات الحالية الخاصة بالمسائل الصحية القروية والتدريب على اعمال الصحة العامة التى هى موضوع مذكرات متبادلة بتاريخ اول مايو سنة ١٩٥٢ و ٣ مايو سنة ١٩٥٢ كانها مشروعات بمقتضى هذه الاتفاقية وتنفذ طبقا لاحكامها .

المادة التاسعة

احكام مالية اضافية

١ — جميع المبالغ المودعة لحساب اللجنة بمقتضى هذا الاتفاق تبقى مخصصة لبرنامج الصحة العامة طول مدة سريان هذا الاتفاق بصرف النظر عن السنوات او الفترات المالية الخاصة باى من الطرفين .

٣ — جميع المواد والمهمات والتوريدات التى تمتلك على ذمة برنامج التعاون تصبح ملكا للجنة ولا تستخدم الا لتنفيذ هذا الاتفاق . وجميع المواد والمهمات والتوريدات التى

تبقى بعد اتمام برنامج التعاون هذا تصبح تحت امر وزارة الصحة العمومية التابعة للحكومة المصرية .

٣ـ جميع الفوائد التى تحصل على اموال اللجنة وكذلك اى زيادة اخرى فى موجودات اللجنة مهما كانت طبيعتها او مصدرها تخصص لتنفيذ البرنامج التعاونى ولا تقيد لحساب الاعانة المستحقة من اى الحكومتين .

٤ـ جميع ارصدة اللجنة التى تبقى بدون صرف وبدون ان تخصص لمواجهة اى التزام عند انتهاء العمل باتفاقية الصحة العامة هذه يجب ان ترد الى طرفى هذا الاتفاق وذلك بنسبة قيمة مساهمة كل من حكومتى الولايات المتحدة الامريكية والحكومة المصرية بمقتضى هذا الاتفاق وما قد يحدث فيه من تعديل او امتداد من وقت لاخر - هذا ما لم يتفق طرفا هذا الاتفاق على غير ذلك .

٥ـ تشرع الحكومتان الاجراءات التى بمقتضاها تودع الحكومة المصرية وتحزل وتضمن حق امتياز جميع الاموال المخصصة ل او المتحصلة من اى برنامج ينطوى على مساهمات من حكومة الولايات المتحدة الامريكية بحيث لا تخضع مثل هذه الاموال لاعلان الحجر تحت اليد او الحجز التحفظى او المصادره او اية اجراءات قضائية اخرى من اى شخص او مؤسسة او وكالة او نقابه او هيئة او حكومة متى اضطرت حكومة الولايات المتحدة الحكومة المصرية ان مثل هذا الاجراء القضائى سيكون من شانه ان يعرقل تحقيق اهداف هذا البرنامج .

المادة العاشرة

الحقوق والاعفاءات

١ـ جميع الموظفين من رعايا الولايات المتحدة الامريكية المعينين بعقود مبرمة مع اللجنة للمساعدة فى تنفيذ هذا البرنامج التعاونى يكون لهم نفس الحقوق والامتيازات والاعفاءات الممنوحة لموظفى حكومة الولايات المتحدة طبقا لاحكام الاتفاق العام الخاص بالتعاون الفنى المشار اليه بالمادة الاولى من هذا الاتفاق . وفى فترات مناسبة يقدم سفير الولايات المتحدة الامريكية فى مصر الى وزير الخارجية المصرية اسماء الموظفين الذين تنطبق عليهم احكام هذه الفقرة .

٢ — جميع التوريدات والمهمات والمواد المشتراه بمعرفة اللجنة او التى قدمتها حكومة الولايات المتحدة الامريكية الى اللجنة سواء كان ذلك مباشرة او بمقتضى عقد مع هيئة عامة او خاصة — تكون معفاة من الرسوم الجمركية ورسوم الاستيراد عند دخولها مصر .

المادة الحادية عشرة

الاجراءات التشريعية والتنفيذية

تعمل الحكومة المصرية على استصدار القوانين او المراسيم واتخاذ الاجراءات التنفيذية التى تكفل تنفيذ شروط هذا الاتفاق .

المادة الثانية عشر

تاريخ بدء السريان والمدة

يشار الى هذا الاتفاق على انه "اتفاق برنامج اللجنة المشتركة للصحة العامة" يصبح نافذ المفعول اعتبارا من تاريخ التوقيع عليه ويبقى ساريا حتى نهاية يوم ٣١ ديسمبر سنة ١٩٦٠ او حتى انتهاء ثلاثة شهور من اخطار احدى الحكومتين الاخرى كتابة بنيتها فى انهائه — ايهما اسبق على انه يشترط ان تخضع التزامات الطرفين بمقتضى هذا الاتفاق عن المدة من ٣٠ يونية سنة ١٩٥٣ حتى نهاية يوم ٣١ ديسمبر سنة ١٩٦٠ — لتوفير الامكانيات المالية لدى الطرفين لاغراض البرنامج وللسير قدما بالاتفاق طبقا للفقرة الرابعة من المادة السادسة السابقة .

تحرر من صورتين باللغتين الانجليزية والعربية بالقاهرة فى اليوم الثامن عشر من شهر يونيه سنة ١٩٥٣ .

عن الحكومة المصرية

عن حكومة الولايات المتحدة الامريكية

TIAS 2853
Sept. 2, 1953

RAMA ROAD IN NICARAGUA

Agreement between the
UNITED STATES OF AMERICA
and NICARAGUA

- Effected by Exchange of Notes
  Signed at Washington September 2, 1953
- Entered into force September 2, 1953

The Nicaraguan Ambassador to the Secretary of State

EMBAJADA DE NICARAGUA
WASHINGTON 9 D. C.

Ref. No. 209-AKS SEPTEMBER 2, 1953

EXCELLENCY,

I have the honor to inform you that my Government desires to obtain the assistance of the Government of the United States of America in the construction of the Rama Road envisaged in Public Law 413 of the 82nd Congress of the United States, approved June 25, 1952.[1]

In accordance with the terms of Section 5 of this legislation, I request in the name of my Government that the Government of the United States continue its cooperation in the survey and construction of the Rama Road. I am pleased to give the formal assurances of my Government that it:–

(1) will provide, without participation of funds authorized by the United States legislation referred to, all necessary right-of-way for the construction of said highway, which right-of-way shall be of a minimum width where practicable of one hundred meters in rural areas and fifty meters in municipalities and shall forever be held inviolate as a part of the highway for public use;

(2) will not impose any highway toll, or permit any such toll to be charged for the use of said highway by vehicles or persons;

(3) will not levy or assess, directly or indirectly, any fee, tax, or other charge for the use of said road by vehicles or persons from the United States that does not apply equally to vehicles or persons of such Republic;

(4) will continue to grant reciprocal recognition of vehicle registration and drivers' licenses in accordance with the provisions of the Convention for the Regulation of Inter-American Automotive Traffic, which was opened for signature at the Pan American Union in Washington on December 15, 1943,[2] and to which such Republic and the United States are parties; or any other treaty or international convention establishing similar reciprocal recognition; and

[1] 66 Stat. 160.

[2] Treaties and Other International Acts Series 1567; 61 Stat., pt. 2, p. 1129.

(5) will maintain said road after its completion in proper condition adequately to serve the needs of present and future traffic.

It is also understood that the cooperation of the United States in the survey and construction of the Rama Road will apply only to the survey and construction of the road from San Benito to Rama and that a survey, but not the construction, of a road will be undertaken from Rama to El Bluff in the Republic of Nicaragua and all expenditures for material, equipment and supplies shall, whenever practicable, be made for products of the United States or the Republic of Nicaragua.

My Government is aware that the continued survey and construction authorized by Public Law 413 is to be under the administration of the Bureau of Public Roads, Department of Commerce of the United States. It is, therefore, the intention of the appropriate Nicaraguan authorities, following this exchange of notes, to reach a subsidiary agreement with the Bureau of Public Roads to carry out the provisions of Public Law 413.

If the foregoing assurances are satisfactory to the Government of the United States, the Nicaraguan Government will consider the present note and your reply concurring therein as constituting an agreement between our two Governments which shall enter into force on the date of your reply.

I take pleasure in availing myself of this opportunity to present to you the assurances of my highest consideration.

GUILLERMO SEVILLA-SACASA

Guillermo Sevilla-Sacasa
Ambassador of Nicaragua

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

The Under Secretary of State to the Nicaraguan Ambassador

DEPARTMENT OF STATE
WASHINGTON
September 2, 1953

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's courteous note dated September 2, 1953, in which you request the cooperation of the Government of the United States of America in the continued survey and construction of the Rama Road in Nicaragua.

I take pleasure in informing Your Excellency that the assurances which you offer are satisfactory to the Government of the United States. It is, consequently, the intention of the Government of the United States to extend to the Government of Nicaragua the cooperation envisaged in Public Law 413 of the 82nd Congress of the United States, approved June 25, 1952.

It is understood that the appropriate authorities of the Nicaraguan Government will make a subsidiary agreement with the Bureau of Public Roads, Department of Commerce, to carry out the provisions of the law.

The Government of the United States is extremely gratified that the construction of the Rama Road in Nicaragua is being resumed and that its completion is nearer reality. Transportation facilities will be improved, new material resources developed, additional markets opened, and local economic conditions will be benefited by this road. It is sincerely believed that this road will serve not only as a link to increase the trade between our nations but also as another bond in the close friendship which happily already unites us.

In accordance with the suggestion contained in Your Excellency's note, that note and this reply shall be considered as constituting an agreement between our two Governments, which shall enter into force on the date of this reply.

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

W. B. SMITH

His Excellency
Señor Dr. Don GUILLERMO SEVILLA-SACASA,
Ambassador of Nicaragua.

TIAS 2854
Aug. 11, 1952,
and Sept. 15,
1953.

AIR TRANSPORT SERVICES

Agreement, with Schedule, between the
UNITED STATES OF AMERICA and JAPAN

- Signed at Tokyo August 11, 1952
- Entered into force September 15, 1953;
  provisionally in force August 11, 1952

and

Supplementing and Amending Agreements

- Effected by Exchanges of Notes
- Signed at Tokyo August 11, 1952
  Entered into force August 11, 1952
- Signed at Tokyo September 15, 1953
  Entered into force September 15, 1953

CIVIL AIR TRANSPORT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND JAPAN

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

Desiring to conclude an agreement for the purpose of promoting civil air transport between their respective territories,

Have accordingly appointed their respective representatives for this purpose, who have agreed as follows:

ARTICLE 1

Each Contracting Party agrees that the principles and provisions of the Convention on International Civil Aviation, signed at Chicago on December 7, 1944,[1] applicable to the international navigation of aircraft shall, to the extent to which they are applicable to the air services provided for in the present Agreement, be observed by both parties.

ARTICLE 2

For the purpose of the present Agreement, except where the text provides otherwise:

(a) The term "aeronautical authorities" shall mean in the case of Japan, the Ministry of Transportation and any person or agency authorized to perform the functions of the said Ministry and, in the case of the United States of America, the Civil Aeronautics Board and any person or agency authorized to perform the functions of the said Civil Aeronautics Board.

(b) The term "designated airlines" shall mean those airlines which one of the Contracting Parties has designated in writing to the other Contracting Party in accordance with Article 4 of the present Agreement for the routes specified in such designation.

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

(d) The definitions contained in paragraphs (a), (b), (c) and (d) of Article 96 of the Convention on International Civil Aviation, signed

[1] Treaties and Other International Acts Series 1591; 61 Stat., pt. 2, p. 1180.

at Chicago on December 7, 1944, shall be applied to the present Agreement.

ARTICLE 3

Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement necessary for establishing international air services on the routes specified in the appropriate paragraph of the Schedule attached thereto or as amended in accordance with Article 16 of the present Agreement (hereinafter called "agreed services" and "specified routes" respectively).

ARTICLE 4

(A) The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted under Article 3 of the present Agreement, but not before

1. the Contracting Party to whom the rights have been granted has designated an airline or airlines for the specified routes, and

2. the Contracting Party granting the rights has given the appropriate operating permission to the airline or airlines concerned; which it shall, subject to the provisions of paragraph (B) of this Article and of Article 9, be bound to grant without undue delay.

(B) Each of the designated airlines may be required to qualify before the competent aeronautical authorities of the other Contracting Party granting the rights, under the laws and regulations normally applied by those authorities, before being permitted to engage in the operations contemplated by the present Agreement.

ARTICLE 5

(A) Subject to the provisions of the present Agreement, the airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges:

1. To fly without landing across the territory of the other Contracting Party;

2. To make stops in the said territory for non-traffic purposes; and

3. To make stops in the said territory at the points specified for that route in the Schedule attached hereto for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

(B) Each Contracting Party retains the right to refuse permission to the aircraft of the other Contracting Party to take on in its terri-

tory passengers, cargo or mail carried for remuneration or hire and destined for another point in its territory.

ARTICLE 6

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

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

(b) Fuel, lubricating oils, spare parts (assembled or unassembled), other consumable technical supplies, regular equipment and aircraft stores introduced into the territory of one Contracting Party by or on behalf of the other Contracting Party or its nationals and intended solely for use of the designated airlines of the latter Contracting Party in providing the agreed services shall, subject to regulations prescribed by the appropriate authorities of the first Contracting Party, be exempt on a basis of reciprocity from all national duties or charges, including customs duties and inspection fees.

(c) Fuel, lubricating oils, spare parts (assembled or unassembled), other consumable technical supplies, regular equipment and aircraft stores taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other and used in the agreed services shall be exempt on a basis of reciprocity from customs duties, excise taxes, inspection fees or other national duties or charges, subject to regulations prescribed by the appropriate authorities of the latter Contracting Party.

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

ARTICLE 7

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the

purpose of operating the agreed services on the specified routes, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

ARTICLE 8

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

(B) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be complied with by or on behalf of such passengers, crew or cargo of the aircraft of the airlines designated by the other Contracting Party upon entrance into or departure from or while within the territory of the first Contracting Party.

ARTICLE 9

(A) Each Contracting Party reserves the right to withhold or revoke the privileges specified in paragraph (A) of Article 5 of the present Agreement enjoyed or to be enjoyed by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise by the airline of those privileges, in any case where it is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party.

(B) Each Contracting Party reserves the right to suspend the exercise by an airline designated by the other Contracting Party of the privileges referred to in paragraph (A) above, in any case where the airline fails to comply with the laws and regulations referred to in Article 8 of the present Agreement, or in case of failure of the airline or the Government designating it to perform its obligations under the present Agreement; provided that, unless immediate suspension is essential to prevent further infringements of such laws and regula-

tions, or for reasons of safety, this right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 10

There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

ARTICLE 11

In the operation by the designated airlines of either Contracting Party of the agreed services, the interests of the designated airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

ARTICLE 12

The agreed services available hereunder to the public shall bear a close relationship to the requirements of the public for such services and shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which the airline providing such services is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the specified routes shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related:

(a) To traffic requirements between the country of which the airline is a national and the countries of ultimate destination of the traffic;

(b) To the requirements of through airline operation; and

(c) To the traffic requirements of the area through which the airline passes after taking account of local and regional services.

ARTICLE 13

(A) The determination of rates in accordance with the following paragraphs shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other airlines, as well as the characteristics of each service.

(B) The rates to be charged by the airlines of either Contracting Party between points in the territory of the United States and points in the territory of Japan referred to in the attached Schedule shall, consistent with the provisions of the present Agreement, be subject to

the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under the present Agreement within the limits of their legal powers.

(C) Any rate proposed by the airline or airlines of either Contracting Party shall be filed with the aeronautical authorities of both Contracting Parties at least thirty (30) days before the proposed date of introduction; provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the aeronautical authorities of both Contracting Parties.

(D) The Civil Aeronautics Board of the United States having approved the traffic conference machinery of the International Air Transport Association (hereinafter called IATA), for a period of three years beginning July 1, 1952, any rate agreements involving United States airlines, concluded through this machinery during this period and during subsequent periods for which the Board may similarly approve such machinery, will be subject to approval of the Board. Rate agreements concluded through this machinery may also be required to be subject to the approval of the aeronautical authorities of Japan pursuant to the principles enunciated in paragraph (B) above.

(E) The Contracting Parties agree that the procedures described in paragraphs (F), (G) and (H) of this Article shall apply:

1. If, during the period of the Civil Aeronautics Board's approval of the IATA traffic conference machinery, either any specific rate agreement is not approved within a reasonable time by either Contracting Party, or a conference of IATA is unable to agree on a rate, or
2. At any time no IATA machinery is applicable, or
3. If either Contracting Party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference machinery relevant to this Article.

(F) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the Contracting Parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its airlines for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party from becoming effective, if in the judgment of the aeronautical authorities of the Contracting Party whose airline or airlines is or are proposing such rate, that rate is unfair or uneconomic.

If one of the Contracting Parties on receipt of the notification referred to in paragraph (C) above is dissatisfied with the rate proposed by the airline or airlines of the other Contracting Party, it shall so notify the other Contracting Party prior to the expiration of the first fifteen (15) of the thirty (30) days referred to, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each Contracting Party will exercise its best efforts to put such rate into effect as regards its airline or airlines.

If agreement has not been reached at the end of the thirty (30) day period referred to in paragraph (C) above, the proposed rate may, unless the aeronautical authorities of the country of the airline concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (H) below.

(G) Prior to the time when such power may be conferred by law upon the aeronautical authorities of the United States, if one of the Contracting Parties is dissatisfied with any rate proposed by the airline or airlines of either Contracting Party for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party, it shall so notify the other prior to the expiration of the first fifteen (15) of the thirty (30) day period referred to in paragraph (C) above, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each Contracting Party will use its best efforts to cause such agreed rate to be put into effect by its airline or airlines.

It is recognized that if no such agreement can be reached prior to the expiration of such thirty (30) days, the Contracting Party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(H) When in any case under paragraphs (F) and (G) above the aeronautical authorities of the two Contracting Parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one Contracting Party concerning the proposed rate or an existing rate of the airline or airlines of the other Contracting Party, upon the request of either, both Contracting Parties shall submit the question to the International Civil Aviation Organization for an advisory report, and each party will use its best efforts under the powers available to it to put into effect the opinion expressed in such report.

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It is the intention of both Contracting Parties that there should be regular and frequent consultation between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfillment of the present Agreement.

ARTICLE 15

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

If either of the Contracting Parties fails to designate its own arbitrator within two months, or if the third arbitrator is not agreed upon within the time limit indicated, the President of the International Court of Justice shall be requested to make the necessary appointments by choosing the arbitrator or arbitrators.

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

ARTICLE 16

(A) In the event either of the Contracting Parties considers it desirable to modify the Schedule attached hereto, it may request consultation between the competent aeronautical authorities of both Contracting Parties, such consultation to begin within a period of sixty (60) days from the date of the request. When these authorities mutually agree on a new or revised Schedule, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

(B) Changes made by either Contracting Party in the specified routes, except those which change the points served by its airline in the territory of the other Contracting Party, shall not be considered as modifications of the Schedule. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change is given

without delay to the aeronautical authorities of the other Contracting Party.

If such other Contracting Party finds that, having regard to the principles set forth in Article 12 of the present Agreement, the interests of its airline or airlines are prejudiced by the carriage by the airline or airlines of the first Contracting Party of traffic between the territory of the second Contracting Party and the new point in the territory of a third country, the two Contracting Parties shall consult with each other with a view to arriving at a satisfactory agreement.

(C) Either Contracting Party may at any time request consultation with the other for the purpose of amending the present Agreement, such consultation to begin within a period of sixty (60) days from the date of the request.

ARTICLE 17

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

ARTICLE 18

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

ARTICLE 19

The present Agreement, all contracts connected therewith and any exchange of diplomatic notes in accordance with Article 16 shall be registered with the International Civil Aviation Organization.

ARTICLE 20

The present Agreement will be approved by each Contracting Party in accordance with its legal procedures and the Agreement shall enter into force upon an exchange of diplomatic notes indicating such approval.[1]

[1] Provisionally entered into force Aug. 11, 1952. (See *post*, p. 1992.) Exchange of notes of Sept. 15, 1953, definitively bringing the agreement into force not printed herein.

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

DONE at Tokyo, this 11th day of August, 1952, in duplicate in the English and Japanese languages, both equally authentic.

FOR THE UNITED STATES OF AMERICA:
ROBERT MURPHY

FOR JAPAN:
KATSUO OKAZAKI

[SEAL] [SEAL]

SCHEDULE

An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make scheduled landings in Japan at the points specified in this paragraph:

1. From the United States, including Alaska, via intermediate points in Canada, Alaska and the Kurile Islands, to Tokyo and beyond.

2. From the United States, including its territorial possessions, via intermediate points in the Central Pacific, to Tokyo and beyond.

3. From Okinawa to Tokyo.*

An airline or airlines designated by the Government of Japan shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make scheduled landings in the United States of America at the points specified in this paragraph:

1. From Japan, via intermediate points in the Central Pacific, to Honolulu and San Francisco, and beyond.

2. From Japan, via intermediate points in the North Pacific and Canada, to Seattle.

3. From Japan to Okinawa.*[1]

Points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

*In granting these routes, the respective Contracting Parties are cognizant of the provisions of Article 3 of the Treaty of Peace with Japan, signed at San Francisco on September 8, 1951, under which the United States of America exercises the powers of administration, legislation and jurisdiction over Okinawa.

[1] See *post*, p. 1998.

注　これらの路線を許与するに当り、各締約国は、アメリカ合衆国が沖縄に対する行政、立法及び司法上の権力を行使している根拠たる千九百五十一年九月八日にサン・フランシスコで署名された日本国との平和条約第三条の規定を了知するものである。

項に定める各航空路線において、中間地点を経由して両方向に航空業務を運営し、及びこの項に定めるアメリカ合衆国内の地点に定期の着陸を行う権利を与えられる。

1 日本国から中部太平洋における中間地点を経てホノルル及びサン・フランシスコへ、並びに以遠

2 日本国から北太平洋及びカナダにおける中間地点を経てシアトルへ

3 日本国から沖縄へ（注）

特定路線上の地点は、いずれかの又はすべての飛行に当つて、指定航空企業の選択により省略することができる。

附表

アメリカ合衆国政府によつて指定された一又は二以上の航空企業は、この項に定める各航空路線において、中間地点を経由して両方向に航空業務を運営し、及びこの項に定める日本国内の地点に定期の着陸を行う権利を与えられる。

1 合衆国（アラスカを含む。）からカナダ、アラスカ及び千島列島における中間地点を経て東京へ、並びに以遠

2 合衆国（その属領を含む。）から中部太平洋における中間地点を経て東京へ、並びに以遠

3 沖縄から東京へ（注）

日本国政府によつて指定された一又は二以上の航空企業は、この

アメリカ合衆国のために

Albert Murphy

日本国のために

岡崎勝男

[SEAL]

[SEAL]

第二十条

この協定は、各締約国により、それぞれの国内法上の手続に従つて承認されなければならない。この協定は、その承認を通知する外交上の公文が交換された時に効力を生ずる。

以上の証拠として、下名は、各自の政府により正当に委任を受け、この協定に署名した。

千九百五十二年八月十一日に東京で、ひとしく正文である英語及び日本語により本書二通を作成した。

航空機関に対しても同時に送付しなければならない。その通告があつたときは、この協定は、他方の締約国が廃棄通告を受領した日の後一年で終了するものとする。但し、締約国間の合意により当該通告が前記の一年の期間が経過する前に取り消された場合は、この限りでない。他方の締約国が通告の受領を確認しなかつたときは、国際民間航空機関が当該通告を受領した日の後十四日を経過した時に通告が受領されたものとみなす。

第十九条

この協定及びそれに関連するすべての契約並びに第十六条に従つて交換される外交上の公文は、国際民間航空機関に登録しなければならない。

議しなければならない。

(C) いずれの一方の締約国も、この協定を改正するため、いつでも他方の締約国との協議を要請することができる。この協議は、その要請があつた日から六十日の期間内に開始するものとする。

第十七条

両締約国が受諾する一般的な多数国間の航空運送条約が効力を生じたときは、この協定は、その条約の規定に適合するように改正しなければならない。

第十八条

いずれの一方の締約国も、他方の締約国に対し、この協定を廃棄する意思をいつでも通告することができる。その通告は、国際民間

(B) 一方の締約国が特定路線に加えた変更は、当該締約国の航空企業が他方の締約国の領域内において航空業務を運営する地点に加えた変更である場合を除く外、附表の修正と認めてはならない。よつて、いずれの一方の締約国の航空当局も、一方的に前記の変更を行うことができる。但し、他方の締約国の航空当局に対し、遅滞なくその変更を通告しなければならない。

当該他方の締約国が、この協定の第十二条に定める原則を考慮して、自国の一又は二以上の航空企業の利益が前記の通告をした締約国の一又は二以上の航空企業による自国の領域と第三国の領域内の新たな地点との間における貨客の運送によつて害されると認めたときは、両締約国は、満足すべき合意が成立するように協

その行使することができる権限の範囲内で最善の努力をするものとする。仲裁裁判所の経費は、各当事者が折半して負担しなければならない。

第十六条

(A) いずれの一方の締約国も、この協定の附表を修正することが望ましいと認めた場合には、両締約国の航空当局の間の協議を要請することができる。この協議は、要請があつた日から六十日の期間内に開始するものとする。両締約国の航空当局が新たな附表又は修正された附表について合意したときは、この事項に関する両締約国の航空当局の勧告は、外交上の公文の交換によつて確認された後に効力を生ずる。

ければならない。但し、第三の仲裁委員は、いずれかの締約国の国民であつてはならない。各締約国は、一方の締約国が紛争の仲裁を要請する外交上の公文を他方の締約国に送付した日から二箇月以内に一人の仲裁委員を指定しなければならない。第三の仲裁委員については、その二箇月の期間が経過した後一箇月以内に合意されなければならない。

一方の締約国が二箇月以内に自国の仲裁委員を指定しなかつたとき、又は第三の仲裁委員について前記の期間内に合意されなかつたときは、国際司法裁判所長に対し、当該仲裁委員を選定して必要な任命を行うよう要請しなければならない。

(B)

締約国は、前記の勧告的報告で表明された意見を実行するため、

範囲内で最善の努力をするものとする。

第十四条

両締約国の航空当局がこの協定の実施に関するすべての事項について緊密な協力を確保するため定期的にしばしば協議することは、両締約国の意思である。

第十五条

(A) この協定に別段の定がある場合を除く外、この協定の解釈又は適用に関する締約国間の紛争で協議によつて解決することができないものは、勧告的報告を求めるため、各締約国が指定する各一人の仲裁委員とこうして選定された二人の仲裁委員が合意する第三の仲裁委員との三人の仲裁裁判所に付託しな

賃につき異議を申し立てる締約国は、その異議がある運賃による当該業務の開始又は継続を阻止するために必要と認める措置を執ることができるものとする。

(H) 前記の(F)及び(G)に該当する場合において、一方の締約国が他方の締約国の一又は二以上の航空企業の定めようとする又は現行の運賃に関して異議を申し立てたことにより協議が開始された後相当の期間内に両締約国の航空当局が適当な運賃について合意することができなかつたときは、いずれかの締約国の要請に基いて、両締約国は、勧告的報告を求めるため国際民間航空機関にこの問題を付託しなければならない。各締約国は、その勧告的報告で表明された意見を実行するため、その行使することができる権限の

おいて、一方の締約国が、いずれかの締約国の一又は二以上の航空企業が一方の締約国の領域から他方の締約国の領域内の一又は二以上の地点に至る業務について定めようとする運賃を適当でないと認めたときは、前記の(C)に掲げる三十日の期間中の最初の十五日が経過する前に、他方の締約国にその旨を通告しなければならず、両締約国は、適当な運賃につき合意が成立するように努めなければならない。

その合意が成立したときは、各締約国は、自国の一又は二以上の航空企業に対し合意された運賃を適用させるように最善の努力をするものとする。

その合意が前記の三十日の期間内に成立しなかつたときは、運

他方の締約国にその旨を通告しなければならず、両締約国は、適当な運賃につき合意が成立するように努めなければならない。

その合意が成立したときは、各締約国は、自国の一又は二以上の航空企業に関し当該運賃が適用されるように最善の努力をするものとする。

その合意が前記の(G)に掲げる三十日の期間内に成立しなかつたときは、当該運賃は、当該航空企業の属する国の航空当局がその適用を停止することを適当と認めない限り、この紛争が(H)に掲げる手続に従つて解決されるまでの間、暫定的に適用することができる。

(G) 合衆国の航空当局が法律により前記の権限を与えられる時前に

済的な運賃を決定し、及び航空企業が定めようとする運賃の適用を停止する権限を法律により与えられた場合において、各締約国のいずれかの航空企業が一方の締約国の領域内から他方の締約国の領域内の一又は二以上の地点に至る業務について定めようとする運賃に関し、当該運賃を定めようとする一又は二以上の航空企業の属する締約国の航空当局が当該運賃を公正又は経済的でないと認めたときは、各締約国は、当該運賃の適用を阻止するようにその権限を行使しなければならない。一方の締約国が、前記の(C)に掲げる通告を受けた場合において、他方の締約国の一又は二以上の航空企業が定めようとする運賃を適当でないと認めたときは、前記の(C)に掲げる三十日の期間中の最初の十五日が経過する前に、

において、一方の締約国が相当の期間内に特定の運賃協定を認可しなかつた場合又はIATAの運輸会議が運賃について協定することができなかつた場合

2 何時たるを問わず、当該運賃についてIATAの運輸会議が関係しない場合

3 何時たるを問わず、一方の締約国がIATAの運輸会議のうち本条に関係がある部分についての自国の承認を取り消した場合又は更新しなかつた場合

(F) 現在民間航空委員会が人及び物の合衆国内における航空運送の運賃について措置を執る権限を与えられていると同様に、合衆国の航空当局が人及び物の国際業務における航空運送の公正且つ経

(D) 合衆国の民間航空委員会は、千九百五十二年七月一日から起算して三年間、国際航空運送協会（以下「ＩＡＴＡ」という。）の運輸会議を承認しているので、この期間及び民間航空委員会が同様にこの会議を承認するその後の期間中にこの会議を通じて締結される運賃協定で合衆国の航空企業に関係するものは、民間航空委員会の認可を受けるものとする。この会議を通じて締結された運賃協定は、また、前記の(B)に掲げる原則に従い、日本国の航空当局の認可を受けることを要求されることがあるものとする。

(E) 締約国は、次の場合には、本条(F)、(G)及び(H)に掲げる手続を適用することに同意する。

1 民間航空委員会がＩＡＴＡの運輸会議を承認している期間中

ならない。

(B) 一方の締約国の航空企業が附表に掲げる合衆国の領域内の地点と日本国の領域内の地点との間に適用する運賃は、この協定の規定に従つて、両締約国の航空当局の認可を受けなければならない。当該航空当局は、法律上の権限の範囲内でこの協定に基く義務に従つて行動しなければならない。

(C) 一方の締約国の一又は二以上の航空企業が定めようとする運賃の表は、両締約国の航空当局に対し、当該運賃の適用を開始しようとする日の少なくとも三十日前に提出しなければならない。但し、この三十日の期間は、特定の場合において、両締約国の航空当局が同意したときは、短縮することができる。

輸送力が次のものに関連すべきであるという一般原則に従わなければならない。

(a) 当該航空企業の国籍の属する国と運輸の最終目的地たる国との間の運輸上の要求

(b) 直通航空路運営の要求

(c) 当該航空企業の路線が通過する地域の地方的及び地域的業務を考慮した上での当該地域の運輸上の要求

第十三条

(A) 以下の諸項に従つて決定される運賃は、すべての関係要素、たとえば、運営費、合理的な利潤、他の航空企業が定める運賃及び各業務の特性に充分な考慮を払い、合理的な水準に定めなければ

提供する業務に不当な影響を及ぼさないように、当該指定航空企業の利益を考慮しなければならない。

第十二条

この協定に基いて公衆の用に供せられる協定業務は、協定業務に対する公衆の要求と密接な関係を有しなければならず、また、当該協定業務を提供する航空企業の国籍の属する国と運輸の最終目的地たる国との間の運輸の需要に適合する輸送力を供給することを第一次の目的としなければならない。協定業務において第三国へ向けた又は第三国から来る国際運輸の対象たる貨客を特定路線上の一又は二以上の地点で積み込み、又は積み卸す権利は、両締約国が同意する秩序ある発展の一般原則に従つて行使されなければならず、また、

合には、当該航空企業が前記の(A)に掲げる特権を行使することを停止する権利を留保する。但し、当該法令に更に違反することを防止するため又は安全上の理由により即時の停止を不可欠とする場合を除く外、前記の権利は、他方の締約国と協議した後にのみ行使しなければならない。

第十条

両締約国の航空企業は、両締約国の領域の間の特定路線において協定業務を運営する公平且つ均等な機会を有する。

第十一条

一方の締約国の指定航空企業が協定業務を運営するに当つては、他方の締約国の指定航空企業が同一の路線の全部又は一部において

れなければならない。

第九条

(A) 各締約国は、他方の締約国が指定した航空企業の実質的な所有及び実効的な支配が当該航空企業を指定した締約国又は当該締約国の国民に属していないと認めた場合には、当該航空企業が享有する若しくは享有すべきこの協定の第五条(A)に定める特権を与えず、若しくは取り消す権利又は当該航空企業によるそれらの特権の行使に対し必要と認める条件を課する権利を留保する。

(B) 各締約国は、他方の締約国が指定した航空企業がこの協定の第八条に掲げる法令を遵守しなかつた場合又は当該航空企業若しくはそれを指定した政府がこの協定に基く義務を履行しなかつた場

国の領域への入国若しくはそこからの出国又は同領域内にある間の運航及び航行に関するものは、他方の締約国が指定した航空企業の航空機に適用されるものとし、また、前記の一方の締約国の領域への入国若しくはそこからの出国に当り、又は同領域内にある間、当該航空機によつて遵守されなければならない。

(B) 一方の締約国の法令で、航空機の旅客、乗組員又は貨物の当該締約国の領域への入国又はそこからの出国に関するもの、たとえば、入国、出国、移民、旅券、税関及び検疫に関する規制は、当該締約国の領域への入国若しくはそこからの出国に当り、又は同領域内にある間、他方の締約国が指定した航空企業の航空機の旅客、乗組員若しくは貨物によつて又はそれらの名において遵守さ

第七条

一方の締約国が発給し、又は有効と認めた耐空証明書、技能証明書及び免状で、なお効力を有するものは、特定路線における協定業務の運営に関しては、他方の締約国も、有効と認めなければならない。但し、その証明書又は免状を発給し、又は有効と認めた要件は、国際民間航空条約に従つて設定される最低標準と同等又はそれ以上のものであることを要する。もつとも、各締約国は、自国の領域の上空の飛行に関しては、自国民に対して他の国が与えた技能証明書及び免状を認めることを拒否する権利を留保する。

第八条

(A) 一方の締約国の法令で、国際航空に従事する航空機の当該締約

務のために使用されるものは、当該他方の締約国の当局が設ける規制に服することを条件として、相互的に、関税、消費税、検査手数料その他の国税その他国が課する課徴金を免除される。

(d) 特定路線において協定業務を運営することを許可された一方の締約国の指定航空企業の航空機上に積載している燃料、潤滑油、予備部品（組立予備部品を含む。）、他の技術的な消耗品、正規の装備品及び航空機貯蔵品は、それらの物品が当該航空機により他方の締約国の領域内における飛行中に使用され、又は消費される場合にも、他方の締約国の領域への到着又はそこからの出発に際し、関税、検査手数料又はこれらに類似する租税その他の課徴金を免除される。

(b) 一方の締約国の領域内に他方の締約国若しくはその国民により又はそれらの名において持ち込まれる燃料、潤滑油、予備部品（組立予備部品を含む。）、他の技術的な消耗品、正規の装備品及び航空機貯蔵品で、他方の締約国の指定航空企業が協定業務を提供するに当つて使用することのみを目的とするものは、前記の一方の締約国の当局が設ける規制に服することを条件として、相互的に、すべての国税その他国が課する課徴金（関税及び検査手数料を含む。）を免除される。

(c) 一方の締約国の指定航空企業の航空機上に他方の締約国の領域内で積載される燃料、潤滑油、予備部品（組立予備部品を含む。）、他の技術的な消耗品、正規の装備品及び航空機貯蔵品で、協定業

その領域内の別の地点に向けて運送される旅客、貨物又は郵便物をその領域内において積み込む許可を与えない権利を有する。

第六条

両締約国は、差別的な慣行を防止し、及び待遇の平等を確保するため、次のとおり同意する。

(a) 各締約国は、その管理の下にある公共用の空港及びその他の施設の使用については、他方の締約国の指定航空企業に公正且つ合理的な料金を課し、又は課することを許すことができる。但し、各締約国は、これらの料金が、類似の国際業務に従事する自国の航空機が当該空港及び施設の使用について支払う料金よりも高額のものであつてはならないことに同意する。

資格を有する旨を立証することを要求することができる。

第五条

(A)

各締約国が指定する航空企業は、この協定の規定に従うことを条件として、特定路線における協定業務を運営する間、次の特権を享有するものとする。

1 他方の締約国の領域を無着陸で横断飛行する特権

2 運輸以外の目的で他方の締約国の領域に着陸する特権

3 国際運輸の対象たる旅客、貨物及び郵便物の積込及び積卸のため、当該特定路線についてこの協定の附表で定める他方の締約国の領域内の地点に着陸する特権

(B)

各締約国は、他方の締約国の航空機に対して、有償又は貸切で

国の選択により、即時又は後日開始することができる。但し、次のことが行われた後でなければならない。

1 権利を許与された締約国が特定路線について一又は二以上の航空企業を指定すること。

2 権利を許与する締約国が当該一又は二以上の航空企業に対し適当な運営許可を与えること。この許可は、当該締約国が、本条(B)及び第九条の規定に従うことを条件として、不当に遅滞することなく与えなければならない。

(B) 権利を許与する締約国の航空当局は、他方の締約国の各指定航空企業に対し、この協定で定める運営に従事することを許可する前に、当該航空当局が通常適用する法令に基き、当該航空企業が

(d) 千九百四十四年十二月七日にシカゴで署名された国際民間航空条約第九十六条(a)、(b)、(c)及び(d)に掲げる定義は、この協定に適用する。

第三条

各締約国は、他方の締約国に対し、この協定の附表又はこの協定の第十六条に従つて修正され、若しくは変更される同附表の該当する項で定める路線（以下「特定路線」という。）における国際航空業務（以下「協定業務」という。）を開設するために必要なこの協定で定める権利を許与する。

第四条

(A) 協定業務は、この協定の第三条に基いて権利を許与された締約

第二条

この協定の適用上、本文に別段の定がある場合を除く外、

(a) 「航空当局」とは、日本国にあつては運輸省及び運輸省の任務を遂行する権限を有する人又は機関をいい、アメリカ合衆国にあつては民間航空委員会及び民間航空委員会の任務を遂行する権限を有する人又は機関をいう。

(b) 「指定航空企業」とは、一方の締約国が、他方の締約国に対し、文書により、この協定の第四条に従つて特定の路線について指定した航空企業をいう。

(c) 国に関して「領域」とは、その国の主権、宗主権、保護又は信託統治の下にある陸地及びこれに隣接する領水をいう。

アメリカ合衆国と日本国との間の民間航空運送協定

アメリカ合衆国政府及び日本国政府は、

それぞれの領域の間の民間航空運送を促進するために協定を締結することを希望し、

よつて、このためそれぞれの代表者を任命した。これらの代表者は、次のとおり協定した。

第一条

各締約国は、両締約国が、千九百四十四年十二月七日にシカゴで署名された国際民間航空条約の原則及び規定で航空機の国際航空に適用されるものを、この協定で定める航空業務に適用することができる範囲内で、遵守することに同意する。

The American Ambassador to the Japanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY, TOKYO

No. 296 *August 11, 1952*

EXCELLENCY:

I have the honor to refer to Article 20 of the Civil Air Transport Agreement between the United States of America and Japan, signed at Tokyo on August 11, 1952, which provides that the Agreement shall enter into force upon the exchange of diplomatic notes indicating that the two Contracting Parties have approved the Agreement in accordance with their respective legal procedures.

In view of the desirability of establishing as soon as possible the relations between the two countries in matters of civil air transport, the Government of the United States of America undertakes, within the limit of its constitutional powers, to make effective the provisions of the said Agreement as of today's date pending the exchange of the above-mentioned notes.

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

ROBERT MURPHY

His Excellency
KATSUO OKAZAKI,
Minister for Foreign Affairs,
Tokyo.

本大臣は、右申し進めますに際し、ここに重ねて閣下に向つて敬意を表します。

昭和二十七年八月十一日

外務大臣 岡崎勝男

アメリカ合衆国特命全権大使
ロバート・D・マーフィー 閣下

外務省

The Japanese Minister for Foreign Affairs to the American Ambassador

外務省

条一第五一〇号

書簡をもつて啓上いたします。本日東京で署名された日本国とアメリカ合衆国との間の民間航空運送協定に関して、本大臣は、同協定が、同協定第二十条に基き、各締約国が国内法上の手続に従つて行う承認を通知する両政府間の公文の交換の時に効力を生ずることとなつていること及び民間航空運送に関する両国間の関係をできるだけすみやかに確立し、且つ、促進することが望ましいことにかんがみ、日本国政府が、同協定第二十条に掲げる公文の交換までの間、且つ、同条に掲げる承認を条件として、その憲法上の権能の範囲内で、同協定の規定を同協定の署名の日から実施することを約束する旨を閣下に通報する光栄を有します。

Translation

Jyo 1, No. 510

AUGUST 11, 1952

Your Excellency Ambassador ROBERT D. MURPHY
of the United States of America

I have the honor to write this letter.

With regard to the Civil Air Transport Agreement signed between Japan and the United States of America today in Tokyo, this Minister, considers that this Agreement, in accordance with Art. 20, shall take effect contingent on the exchange of official notes by both nations notifying approval pursuant to the procedures under the domestic laws of each signatory, and that establishment and promotion of relations between both nations in connection with civil air transportation is most desirable.

Hence, this Minister has the honor to inform Your Excellency that the Japanese Government promises to enforce the stipulations of the Agreement from the date of signing within the scope of its authority under the Constitution, pending the exchange of official notes as provided in Art. 20 and the approval as provided in the same article.

In forwarding this letter, this Minister extends his most cordial respects to Your Excellency.

[SEAL]

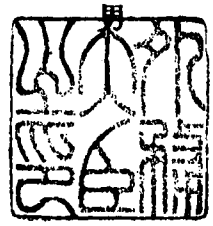
KATSUO OKAZAKI
Minister for Foreign Affairs

付の日から効力を生ずることを提案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つて敬意を表します。

昭和二十八年九月十五日

外務大臣 岡崎勝男



日本国駐在アメリカ合衆国特命全権大使
ジョン・M・アリソン閣下

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

書簡をもつて啓上いたします。本大臣は、千九百五十二年八月十一日に署名され、本日その効力が発生した日本国とアメリカ合衆国との間の民間航空運送協定に言及し、日本国政府が、同協定に附属する附表中、日本国の一又は二以上の航空企業が運営する路線3を次のように修正することを提案する旨閣下に通報する光栄を有します。

「3 日本国から沖縄へ、及び以遠（注）」

本大臣は、前記の提案が貴国政府の同意を得るならば、この書簡と前記の提案を受諾する旨の閣下の返簡とが、前記の協定第十六条(A)に従い、これらの書簡に掲げる限度において、前記の附表の合意された修正となるものとみなし、且つ、その修正が閣下の返簡の日

[1] For the English language text of this note, see *post*, p. 1998.

The American Ambassador to the Japanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
No. 390 TOKYO, *September 15, 1953.*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note of September 15, 1953, in which Your Excellency has informed me as follows:

"I have the honor to refer to the Civil Air Transport Agreement between Japan and the United States of America, signed on August 11, 1952, which has entered into force this day, and to inform Your Excellency that the Government of Japan proposes that Route 3 in the Schedule attached thereto, to be operated by the airline or airlines of Japan, be modified to read as follows:—

'3. From Japan to Okinawa and beyond.*'

"If this proposal is acceptable to your Government, I have the honor to suggest that this Note and Your Excellency's reply accepting this proposal be regarded, in accordance with paragraph (A) of Article 16 of the said Agreement, as constituting an agreed modification of the Schedule to the extent specified in these Notes, such modification to be effective from the date of Your Excellency's reply."

I have the honor 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, is regarded as constituting an agreed modification of the Schedule to the extent specified in these Notes, such modification to be effective from this date.

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

JOHN M. ALLISON

His Excellency
KATSUO OKAZAKI,
Minister for Foreign Affairs,
Tokyo.

TECHNICAL COOPERATION

TIAS 2855
June 26, 1953

Special Technical Services

Agreement between the
UNITED STATES OF AMERICA
and PANAMA

- **Signed at Panama City June 26, 1953**
- **Entered into force June 26, 1953**

AGREEMENT FOR SPECIAL TECHNICAL SERVICES BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PANAMA

ACUERDO SOBRE SERVICIOS TECNICOS ESPECIALES ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE PANAMA

AGREEMENT FOR SPECIAL TECHNICAL SERVICES BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PANAMA

The Government of the United States of America and the Government of the Republic of Panama,

Having entered into a General Agreement for Technical Cooperation, signed on behalf of the two Governments at Panama City on December 30, 1950, [1] which makes provision for the execution of supplementary agreements for specific programs and projects to be carried on jointly by the two Governments; and

Desiring to set forth the conditions which will govern the furnishing of technical services for all those projects now in operation or hereafter to be instituted that do not come within the scope of program agreements dealing with particular fields of activity;

Have agreed as follows:

ARTICLE I

SPECIAL TECHNICAL SERVICES

1. The Government of the United States of America will make available to the Government

ACUERDO SOBRE SERVICIOS TECNICOS ESPECIALES ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE PANAMA

El Gobierno de los Estados Unidos de América y el Gobierno de la República de Panamá,

Habiendo celebrado un Acuerdo General sobre Cooperación Técnica, firmado a nombre de los dos Gobiernos en la Ciudad de Panamá el 30 de diciembre de 1950, que dispone la realización de acuerdos suplementarios sobre programas y proyectos específicos que han de llevarse a cabo conjuntamente por los dos Gobiernos; y

Deseando establecer las condiciones que regirán el suministro de servicios técnicos para todos los proyectos actualmente en operación ó que en adelante sean iniciados sin estar comprendidos dentro de la esfera de acuerdos sobre programas relativos a campos específicos de actividad;

Han convenido lo siguiente:

ARTICULO I

SERVICIOS TECNICOS ESPECIALES

1. El Gobierno de los Estados Unidos de América facilitará al Gobierno de la República de Pana-

[1] Treaties and Other International Acts Series 2167; 1 UST 899.

of the Republic of Panama, from time to time, when requested by the Government of the Republic of Panama and agreed to by the Government of the United States of America, the services of technicians and specialists in any field of activity that is related to the economic development of Panama and that is included within the scope of the technical cooperation program of the United States of America.

2. Technical services will be made available to the Government of the Republic of Panama under this Agreement in those cases where the services requested and agreed to are not provided for in Program Agreements covering specific fields of program activity heretofore or hereafter entered into by the parties to this Agreement.

3. The obligations assumed herein by the Government of the United States of America will be performed by it through the Technical Cooperation Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration may discharge its obligations under this Agreement through The Institute of Inter-American Affairs, the regional office of the Administration for Latin America, and may secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies in the discharge of those obligations.

má, de tiempo en tiempo, cuando lo solicite el Gobierno de la República de Panamá y convenga en ello el Gobierno de los Estados Unidos de América, los servicios de técnicos y especialistas en cualquier campo de actividad que esté relacionado con el desarrollo económico de Panamá y esté incluído dentro de la esfera del programa de cooperación técnica de los Estados Unidos de América.

2. Según este Acuerdo se facilitarán servicios técnicos al Gobierno de la República de Panamá en aquellos casos en que los servicios solicitados y convenidos no hayan sido contemplados en Acuerdos sobre Programas que abarquen campos específicos de actividad, hasta ahora ó en adelante celebrados entre las partes de este Acuerdo.

3. Las obligaciones aquí asumidas por el Gobierno de los Estados Unidos de América las llevará a cabo por conducto de la Administración de Cooperación Técnica (en adelante denominada la "Administración"), dependencia del Gobierno de los Estados Unidos de América. La Administración puede desempeñar sus obligaciones según este Acuerdo por medio del Instituto de Asuntos Interamericanos, oficina regional de la Administración en la América Latina, y puede obtener la asistencia de otras agencias del Gobierno de los Estados Unidos de América y de otras agencias públicas ó privadas para el desempeño de esas obligaciones.

4. The technicians and specialists made available to the Government of the Republic of Panama under this Agreement, together with those made available under Program Agreements covering specific fields of program activity, will constitute the Technical Mission of the Administration in Panama. The Technical Mission shall be headed by a Director of Technical Cooperation (hereinafter referred to as the "Director"). The Director and other members of the Technical Mission shall be appointed by the Government of the United States of America but shall be acceptable to the Government of the Republic of Panama.

5. Every technician or specialist made available to the Government of the Republic of Panama under paragraph 1 of this Article shall perform his services under the provisions of this Agreement and of the General Agreement for Technical Cooperation hereinabove referred to.

4. Los técnicos y especialistas que se faciliten al Gobierno de la República de Panamá según este Acuerdo, junto con aquéllos que se faciliten según Acuerdos sobre Programas que abarquen campos específicos de actividad, formarán la Misión Técnica de la Administración en Panamá. La Misión Técnica será encabezada por un Director de Cooperación Técnica (en adelante denominado el "Director"). El Director y otros miembros de la Misión Técnica serán nombrados por el Gobierno de los Estados Unidos de América pero tendrán que ser aceptables al Gobierno de la Répública de Panamá.

5. Todo técnico ó especialista facilitado al Gobierno de la República de Panamá de conformidad con el parágrafo 1 de este Artículo desempeñará sus servicios bajo las estipulaciones de este Acuerdo y del Acuerdo General sobre Cooperación Técnica antes aludido.

ARTICLE II

PROJECT OPERATIONS

1. The work to be performed under this Agreement shall consist of a series of projects to be jointly planned and administered by the Director, or the principal technician in the field of activity involved when designated for this purpose by the Director, and the Minister of the Government of the Republic of Panama at the head of the Ministry within whose field of responsibility the activity

ARTICULO II

OPERACION DEL PROYECTO

1. El trabajo que se llevará a cabo según este Acuerdo consistirá en una serie de proyectos que han de ser conjuntamente planeados y administrados por el Director, ó el técnico principal en el campo de actividad implicado cuando sea designado para este propósito por el Director, y el Ministro del Gobierno de la República de Panamá al frente del Ministerio dentro de cuyo campo

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lies, or such other Representative as the Government of the Republic of Panama may designate for this purpose (hereinafter referred to as the "Minister"). Each project shall be embodied in a written project agreement which shall be signed by the Minister and the Director, shall define the work to be done, shall make financial provision for all the costs of the project other than the salaries and expenses of the persons to be made available for the project by the Administration, and may contain such other matters as the parties may desire to include.

2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Minister and the Director, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

3. Specialists, technicians, and others in any field of activity that is related to the economic development of Panama may be sent for training to the United States of America or elsewhere, as an activity to be carried on under the provisions of this Agreement and as a part of the training program of the Administration. The selection of the persons to be sent for such training, as well as the training activities in which they shall participate, shall be determined

de atribuciones la actividad recae, ó cualquier otro Representante que tenga a bien designar el Gobierno de la República de Panamá para este propósito (en adelante denominado el "Ministro"). Cada proyecto será incorporado en un convenio escrito que será firmado por el Ministro y el Director, definirá el trabajo por ejecutarse, hará provisión financiera para todos los costos del proyecto fuera de los salarios y gastos de las personas que la Administración facilitará para el mismo, y puede contener cualesquiera otros asuntos que las partes deseen incluír.

2. Al terminarse sustancialmente cualquier proyecto, será redactado y firmado por el Ministro y el Director, un Memorandum de Conclusión el cual proporcionará una constancia del trabajo ejecutado, los objetivos propuestos, los gastos incurridos, los problemas hallados y solucionados, y datos básicos pertinentes.

3. Especialistas, técnicos y otros funcionarios en cualquier campo de actividad relacionado con el desarrollo económico de Panamá podrán ser enviados para adiestramiento a los Estados Unidos de América ó a otra parte, como una actividad que se desarrollará bajo las estipulaciones de este Acuerdo y como parte del programa de adiestramiento de la Administración. La selección de las personas que se enviarán para tal adiestramiento, así como las actividades

jointly by the Minister and the Director.

4. The policies and procedures that are to govern the carrying out of projects under this Agreement, including the incurrence of obligations, the disbursement of and accounting for funds, the purchase, use, inventory, control and disposition of property, the appointment and discharge of personnel to be employed on the project and the terms and conditions of their employment, and all other administrative matters, shall be determined jointly by the Minister and the Director.

5. All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be signed by the Minister and the Director. The books and records relating to each project shall be open at all times for examination by the authorized representatives of the Government of the United States of America and the Government of the Republic of Panama. The Minister and the Director shall render reports of the activities of each project to the two Governments at such intervals as may be appropriate, but not less frequently than annually in the case of any project that may continue in operation for more than one year.

6. Any power conferred in this Agreement upon either the Min-

de adiestramiento en que participarán serán determinadas conjuntamente por el Ministro y el Director.

4. Las normas y procedimientos que han de regir la ejecución de proyectos según este Acuerdo, inclusive el incurrimiento en obligaciones, el desembolso y rendición de cuentas, la compra, uso, inventario, control y disposición de bienes, el nombramiento y destitución de personal que ha de emplearse en los proyectos y los términos y condiciones de su empleo, y todos los otros asuntos administrativos, serán determinados conjuntamente por el Ministro y el Director.

5. Todos los contratos y otros instrumentos y documentos relativos a la ejecución de proyectos según este Acuerdo serán firmados por el Ministro y el Director. Los libros y constancias relativos a cada proyecto estarán en todo momento abiertos a la inspección de los representantes autorizados del Gobierno de los Estados Unidos de América y el Gobierno de la República de Panamá. El Ministro y el Director rendirán a los dos Gobiernos informes de las actividades de cada proyecto a los intervalos que sea conveniente, pero no con menos frecuencia que anualmente en el caso de cualquier proyecto que continuare en operación por más de un año.

6. Toda facultad conferida por el presente Acuerdo al Ministro ó

ister or the Director may be delegated by either of them to any of his respective assistants provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of either to refer any matter directly to the other for discussion and decision.

ARTICLE III

JOINT CONTRIBUTIONS

1. The Government of the United States of America, except as may be otherwise provided in particular project agreements, will pay the salaries and other expenses of the specialists and technicians made available to the Government of the Republic of Panama under this Agreement, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with activities under this Agreement.

2. In addition, the two Governments will make suitable provision in each project agreement executed under this Agreement for meeting all other costs anticipated for the particular project.

3. The Government of the Republic of Panama may, at its own expense, pursuant to Agreement between the Minister and the Director: (a) Appoint specialists and other personnel to collaborate with the members of the technical mission assigned by the Director to the particular project; (b) Make available such office space, office equipment and furnishings, materials, equipment, supplies, and

al Director podrá ser delegada por cualquiera de ellos a cualquiera de sus respectivos auxiliares siempre que tal delegación sea satisfactoria al otro. Tal delegación no limitará el derecho de cualquiera de ellos a someter directamente al otro cualquier asunto para discusión y decisión.

ARTICULO III

CONTRIBUCIONES CONJUNTAS

1. El Gobierno de los Estados Unidos de América, excepto en cuanto pueda ser estipulado de otra manera en proyectos especiales pagará los sueldos y otros gastos de los especialistas y técnicos facilitados al Gobierno de la República de Panamá según este Acuerdo, así como otros gastos de índole administrativa en que pueda incurrir el Gobierno de los Estados Unidos de América en relación con actividades derivadas de este Acuerdo.

2. Además, los dos Gobiernos harán provisión adecuada en cada proyecto suscrito según este Acuerdo para sufragar todos los otros gastos previstos en dicho proyecto.

3. El Gobierno de la República de Panamá puede a su costa y mediante acuerdo entre el Ministro y el Director: (a) Nombrar especialistas y otros funcionarios para que colaboren con los miembros de la misión técnica asignados por el Director a un proyecto dado; (b) Proporcionar local para oficinas, muebles y útiles de oficina, materiales, equipos, abastos y servicios que pueda suministrar; (c) Propor-

services as it can provide; (c) Make available the general assistance of the other governmental agencies of the Government of the Republic of Panama for carrying out such projects.

4. The projects to be undertaken under this Agreement may include cooperation with national, state and local governmental agencies in Panama, as well as with organizations of a public or private character, and international organizations of which the United States of America and the Republic of Panama are members. By agreement between the Minister and the Director, contributions of funds, property, services or facilities by any of such third parties may be accepted for use in effectuating any such project.

5. All materials, equipment and supplies acquired for any project carried on under this Agreement may be used for the purposes of that project or of any other project carried on hereunder. Any such materials, equipment and supplies remaining at the termination of any such project and not needed for the purposes of any other project hereunder shall be at the disposition of the Government of the Republic of Panama.

cionar la asistencia general de las otras dependencias oficiales del Gobierno de la República de Panamá para la ejecución de los proyectos.

4. Los proyectos a emprenderse de conformidad con este Acuerdo podrán incluír la cooperación con dependencias gubernativas nacional, provinciales y municipales de Panamá, así como con instituciones de carácter público ó privado, y organizaciones internacionales de las cuales sean miembros los Estados Unidos de América y la República de Panamá. Por acuerdo entre el Ministro y el Director, podrán aceptarse contribuciones de fondos, bienes, servicios ó facilidades de cualquiera de tales terceras personas para su uso en la ejecución de cualquier proyecto.

5. Todos los materiales, equipos y abastos adquiridos para cualquier proyecto en ejecución según este Acuerdo pueden ser utilizados para los propósitos de ese proyecto ó de cualquier otro proyecto desarrollado según este Acuerdo. Cualesquiera de esos materiales, equipo y abastos que queden a la terminación de cualquiera de tales proyectos y que no se necesiten para ningún otro proyecto aquí estipulado estará a la disposición del Gobierno de la República de Panamá.

ARTICLE IV

RIGHTS AND EXEMPTIONS

1. The Government of the Republic of Panama agrees to extend

ARTICULO IV

DERECHOS Y EXONERACIONES

1. El Gobierno de la República de Panamá conviene en extender

to the Minister and the Director for the purposes of each project carried on under this Agreement, and to all personnel working under their supervision upon such projects, all rights and privileges which are enjoyed, under its laws, by agencies of the Government of the Republic of Panama or by their personnel. Such rights and privileges, to the extent that they are available to agencies of the Government of the Republic of Panama or their personnel, shall include but not be limited to: free postal, telegraph, and telephone services; passes on railroads administered by the Government of the Republic of Panama; the right to rebates or preferential rates allowed by domestic companies of maritime or river navigation, air travel, telephone, telegraph, or other services; and exemption from taxes, excises, imposts, and stamp taxes.

2. Supplies, equipment and materials contributed to any project under this Agreement by the Government of the United States of America, either directly or by contract between it and a public or private organization, shall be admitted into Panama free of any customs and import duties.

3. The rights and privileges referred to in paragraph 1 of this Article pertaining to communications, transportation and exemption from taxes, imposts and stamp taxes shall also accrue to

al Ministro y al Director para los fines de cada proyecto desarrollado conforme a este Acuerdo, y a todo el personal que trabaje bajo su supervisión en tales proyectos, todos los derechos y privilegios de que disfrutan, bajo sus leyes, las dependencias del Gobierno de la República de Panamá ó su personal. Tales derechos y privilegios, a la medida en que se conceden a las dependencias del Gobierno de la República de Panamá ó a su personal, incluirán, pero no se limitarán a: franquicia postal, telegráfica y telefónica; pases en los ferrocarriles administrados por el Gobierno de la República de Panamá; el derecho a rebajas ó tarifas especiales otorgada por compañias nacionales de navegación marítima ó fluvial, transporte aéreo, teléfono, telégrafo, u otros servicios; y exoneración de impuestos, contribuciones, gravámenes e impuestos de timbre.

2. Los abastos, equipos y materiales aportados a cualquier proyecto de conformidad con este Acuerdo por el Gobierno de los Estados Unidos de América, ya directamente ó mediante contrato con alguna organización pública ó privada, se introducirán a Panamá libres de todo derecho de aduana e importación.

3. Los derechos y privilegios mencionados en el Inciso 1 de este Artículo acerca de comunicaciones, transportes y exoneración de impuestos, contribuciones e impuestos de timbre serán otor-

the Administration and personnel of the Government of the United States of America with respect to operations which are related to and property which is to be used for any project under this Agreement.

4. All personnel of the Government of the United States of America whether employed directly by it or under contract between it and a public or private organization, who are present in Panama to perform work under this Agreement, and whose entrance into the country has been approved by the Government of the Republic of Panama under Article I of this Agreement, shall be exempt from income and social security taxes levied under the laws of Panama with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families. At suitable intervals, the Ambassador of the United States of America to Panama shall furnish to the Minister for Foreign Affairs of Panama the names of the personnel to whom the provisions of this paragraph are applicable. The Ambassador of the United States of America, or his representative, shall sign all requests for exemp-

gados también a la Administración y funcionarios del Gobierno de los Estados Unidos de América con respecto a operaciones que estén comprendidas y bienes que han de usarse en cualquier proyecto de conformidad con este Acuerdo.

4. Todos los funcionarios del Gobierno de los Estados Unidos de América empleados por dicho gobierno directamento ó mediante contrato con él y alguna organización pública ó privada, que se encuentren en Panamá para trabajar de conformidad con este Acuerdo, y cuya entrada al país haya sido aprobada por el Gobierno de la República de Panamá según el Artículo I de esteAcuerdo, estarán exentos de impuestos sobre la renta y de seguro social establecidos por las leyes de Panamá con respecto a rentas sobre las cuales están obligados a pagar impuestos sobre la renta y de seguro social al Gobierno de los Estados Unidos de América, de impuestos sobre bienes personales destinados a su propio uso y del pago de aranceles y derechos sobre sus efectos personales ó domésticos importados al país para el uso personal de ellos mismos y de miembros de sus familias. A intervalos convenientes, el Embajador de los Estados Unidos de América en Panamá suministrará al Ministro de Relaciones Exteriores de Panamá los nombres de los funcionarios a quienes son aplicables las estipulaciones de este parágrafo. El Embajador de los Estados Unidos de América,

tion from import duties made by members of the Technical Mission in Panama.

ó su representante, deberá refrendar con su firma todas las franquicias de importación que presenten los miembros de la Misión Técnica en Panamá.

ARTICLE V

EFFECT UPON CERTAIN EARLIER AGREEMENTS

The provisions of this Agreement shall be applicable, from the date of its entry into force, to the work of any technician or specialist heretofore made available to the Government of the Republic of Panama by the Government of the United States of America, as a part of the work of the Interdepartmental Committee on Scientific and Cultural Cooperation, an agency of the Government of the United States of America, where such work has not hitherto been covered by a written agreement or arrangement between the two governments and is to continue after the date of entry into force of this Agreement.

ARTICULO V

EFECTO SOBRE ACUERDOS ANTERIORES

Las estipulaciones de este Acuerdo serán aplicables, desde la fecha en que entre en vigor, al trabajo de cualquier técnico ó especialista hasta ahora suministrado al Gobierno de la República de Panamá por el Gobierno de los Estados Unidos de América, como parte de la labor del Comité Interdepartamental de Cooperación Científica y Cultural, una agencia del Gobierno de los Estados Unidos de América, cuando tal trabajo no haya sido amparado hasta ahora por ningún acuerdo escrito ó arreglo entre los dos gobiernos y haya de continuar después de la fecha en que entre en vigor este Acuerdo.

ARTICLE VI

ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the "Special Services Program Agreement". It shall enter into force on the date on which it is signed and shall remain in force through December 31, 1960 or until three months after either government shall have given notice in writing to the other of intention to terminate it, whichever is the

ARTICULO VI

VIGENCIA Y DURACION

Este Acuerdo se denominará "Acuerdo sobre un Programa de Servicios Especiales". Entrará en vigencia en la fecha de su firma y permanecerá en vigor hasta el 31 de diciembre de 1960 ó hasta tres meses después de que uno de los dos gobiernos haya notificado al otro por escrito su intención de ponerle término, cualquiera que

earlier; provided, however, that the obligations of the parties under this Agreement shall be subject to the availability of appropriations to both parties for the purposes of this Agreement.

DONE IN DUPLICATE, in the English and Spanish languages, at Panama City, this 26 day of Junio [1] 1953.

sea el caso que ocurra primero; entendiéndose, sin embargo, que las obligaciones de las partes según este Acuerdo estarán sujetas a la disponibilidad de asignaciones que tengan ambas partes para los fines de este Acuerdo.

HECHO EN DUPLICADO, en Inglés y Español, en la Ciudad de Panamá, hoy Junio 26 de 1953.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

[SEAL] ROBERT B. MEMMINGER
Chargé d'Affaires ad interim of the United States of America
Encargado de Negocios interino de los Estados Unidos de América

VANCE ROGERS
Director of Technical Cooperation in Panama,
Technical Cooperation Administration
Director de Cooperación Técnica en Panamá,
Administración de Cooperación Técnica

FOR THE GOVERNMENT OF THE REPUBLIC OF PANAMA
POR EL GOBIERNO DE LA REPUBLICA DE PANAMA

[SEAL] J R GUIZADO
Minister for Foreign Affairs
Ministro de Relaciones Exteriores

[1] Should read "June."

TIAS 2856
June 30, 1953

TECHNICAL COOPERATION

Program for Technical Assistance

Agreement between the
UNITED STATES OF AMERICA
and AFGHANISTAN

- Signed at Kabul June 30, 1953
- Entered into force June 30, 1953

PROGRAM AGREEMENT FOR TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE ROYAL AFGHAN GOVERNMENT

The Royal Afghan Government and the Government of the United States of America

Having entered into a General Agreement for Technical Cooperation, signed on behalf of the two Governments at Kabul on the 7th day of February, 1951,[1] and amended by exchange of notes on the 2nd and 24th days of January, 1952,[2] which makes provision for the execution of supplementary agreements for specific programs and projects to be carried on jointly by the two Governments; and

Desiring to set forth the conditions which will govern the furnishing of technical assistance for all those joint projects now in operation or hereafter to be instituted;

Have agreed as follows:

Article I. The Operating Agencies

1. The obligations assumed herein by the Government of the United States of America will be performed by it through the Technical Cooperation Administration, an agency of the Government of the United States of America. (All references to the Technical Cooperation Administration herein or in the General Agreement for Technical Cooperation referred to above shall be understood to include any successor agency of the Government of the United States of America in which the present functions of the Technical Cooperation Administration may hereafter be vested.) The Technical Cooperation Administration will secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies in discharging its obligations under this Agreement. Every technician or specialist made available to the Royal Afghan Government under this Agreement shall perform his services under the provisions thereof and of the General Agreement for Technical Cooperation referred to above.

2. On behalf of the Royal Afghan Government, general planning and coordination of the joint activities authorized by this Agreement shall be the responsibility of the Royal Afghan Ministry of National Economy in cooperation with the Technical Cooperation Administra-

[1] Treaties and Other International Acts Series 2210; 2 UST 592.

[2] TIAS 2624; 3 UST, pt. 4, p. 4683.

tion. Specific programs and projects shall be the responsibility of the Ministry or Department of the Royal Afghan Government within whose field of responsibility the activity lies, or, in the case of the Helmand Valley development, the High Authority for the Development of the Helmand Valley, also known as the Helmand Valley Authority, in cooperation with the Technical Cooperation Administration.

Article II. Objectives

The objectives of this cooperative program, in accordance with the requests to be made from time to time by the Royal Afghan Government, shall be:

1. To facilitate the development of the economy of Afghanistan through cooperative action on the part of the two Governments;
2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in fields related to the economic and technical development of Afghanistan;
3. To promote and strengthen understanding and good will between the peoples of Afghanistan and the United States of America, and to foster the growth of democratic ways of life.

Article III. Fields of Activity

This cooperative program will include, to the extent agreed upon from time to time pursuant to Article I above, operations of the following types:

1. Studies of the needs of Afghanistan in the field of economic and technical development and the resources available to meet these needs;
2. The formulation and continuous adaptation of a program to help meet such needs;
3. The initiation and administration of projects in agricultural development; public health and sanitation; education, particularly vocational education and the training of teachers; transportation; development of natural resources; industrial development; the integrated development of the Helmand Valley; and such other fields of activity as are related to the economic development of Afghanistan and are among the authorized activities of the Technical Cooperation Administration;
4. Related training activities, both within and outside of Afghanistan.

Article IV. Personnel of the Technical Cooperation Administration

Without prejudice to further agreement which may modify the privileges and immunities accorded hereby, it is agreed that pending

such further agreement all personnel furnished by the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are assigned to duties in Afghanistan under this cooperative program shall be accorded the privileges and immunities set forth in Section 22 of the "Convention On The Privileges and Immunities Of the United Nations," as adopted by the General Assembly of the United Nations on the 13th day of February, 1946, [1] and acceded to by the Royal Afghan Government.

Article V. Joint Contributions

The parties shall contribute and make available, to the extent provided below, funds for use in carrying out the program during the period covered by this Agreement, in accordance with the following schedules:

1. The Government of the United States of America, except as may be otherwise provided in particular project agreements, will pay the salaries and other expenses of the specialists and technicians made available by it to the Royal Afghan Government under this Agreement, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with activities under this Agreement.

2. In addition, the Government of the United States of America will contribute for each fiscal year beginning with the year ending the 30th day of June, 1953, an amount to be agreed upon by the two Governments for use in effectuating the program covered by this Agreement.

3. In addition, the Government of the United States of America, within the limits of the funds available for this purpose, will provide training awards for Afghan personnel agreed upon by the Royal Afghan Government and the Director of Technical Cooperation, to pay the costs of training outside of Afghanistan, including international travel necessary for such training.

4. The Royal Afghan Government will make available from its appropriate annual budget allocations sufficient funds to defray all local currency costs of agreed projects; such sums in the aggregate will be at least equal in value to the dollars made available for such projects by the United States of America.

5. The contribution of each Government under Paragraphs 2 and 4 will be stipulated in annual supplements to be entered into by the two Governments.

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[1] United Nations Treaty Series 16.

6. All materials, equipment and supplies acquired for any project carried on under this Agreement may be used for the purposes of that project or of any other project carried on hereunder. Any such materials, equipment and supplies remaining at the termination of any such project and not needed for the purposes of any other project hereunder shall be at the disposition of the Government of Afghanistan.

Article VI. Project Operations

1. The cooperative program herein provided for shall consist of a series of projects, each of which shall be embodied in a written project agreement signed by the Director of Technical Cooperation and by the Minister, or the President of the Department, of the Royal Afghan Government within whose field of responsibility the activity lies, or, in the case of the Helmand Valley development, by the General President of the Helmand Valley Authority. Each such project agreement shall define the work to be done, shall make financial provision for all the costs of the project other than the salaries and expenses of the persons to be made available for the project by the Technical Cooperation Administration, and may contain such other matters as the parties may desire to include.

2. Upon substantial completion of any project, a Project Report shall be drawn up and signed by the parties to the project agreement, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data. Similar reports shall be submitted to the two Governments at appropriate intervals in the course of each project, but not less frequently than annually in the case of any project that may continue in operation for more than one year.

3. Specialists, technicians, and others in any field of activity related to the economic and technical development of Afghanistan may be sent for training to the United States of America or elsewhere, as an activity to be carried on under the provisions of this Agreement and as part of the training program of the Technical Cooperation Administration. The selection of the persons to be sent for such training, as well as the training activities in which they shall participate, shall be determined jointly by the Minister, or the President of the Department, within whose field of responsibility the activity lies, or, in the case of the Helmand Valley development, the Helmand Valley Authority, and the Director of Technical Cooperation.

Article VII. Sovereign Immunity

The parties declare their recognition that the Technical Cooperation Administration, being an agency of the Government of the United

States of America, is entitled to share fully in all the privileges and immunities, including immunity from suit in the courts of Afghanistan, which are enjoyed by the Government of the United States of America. The two Governments will establish procedures whereby the Royal Afghan Government will so deposit, segregate or assure title to all funds allocated to or derived from this program that the same shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Royal Afghan Government is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

Article VIII. Legislative and Executive Action

The Royal Afghan Government will endeavor to obtain the enactment of such legislation and will take such executive action as may be required to carry out the terms of this Agreement.

Article IX. Entry Into Force and Duration

This Agreement may be referred to as the "Technical Cooperation Program Agreement." It shall enter into force on the date stated in the last paragraph of this Agreement and shall remain in force through December 31, 1960, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is earlier; provided, however, that the obligations of the parties under this Agreement for the period from June 30, 1953, through December 31, 1960, shall be subject to the availability of appropriations to both parties for the purposes of the program and to the further agreement of the parties pursuant to Article V, Paragraph 5, hereof.

Done in duplicate at Kabul this 30th day of June, 1953.

For the Royal Afghan Government	*For the Government of the United States of America*
	ANGUS WARD
Minister of Foreign Affairs	*Ambassador of the United States of America*
S. AHMAD	WILLIAM J. HAYES.
Minister of National Economy	*Director of Technical Cooperation in Afghanistan, Technical Cooperation Administration*
M. H. HASSEINI	

TIAS 2857
June 30, 1953.

TECHNICAL COOPERATION

Program of Agriculture

Agreement between the
UNITED STATES OF AMERICA
and NICARAGUA

Superseding Agreement of January 25
and February 1, 1950

- Signed at Managua June 30, 1953
- Entered into force June 30, 1953

AGREEMENT FOR A COOPERATIVE PROGRAM OF AGRICULTURE BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF NICARAGUA.

CONVENIO SOBRE UN PROGRAMA COOPERATIVO AGRICOLA ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE NICARAGUA.

MANAGUA, D. N., 30 de Junio de 1953. -

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AGREEMENT FOR A COOPERATIVE PROGRAM OF AGRICULTURE BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF NICARAGUA.

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

Have agreed as follows:

ARTICLE I

THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two Governments at Managua on December 23, 1950,[1] a cooperative program of agriculture shall be carried out in Nicaragua. The obligations assumed herein by the Government of Nicaragua will be performed by it through its Ministry of Agriculture (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by it through the Technical Cooperation Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration may discharge its obligations under this Agreement through The Institute of Inter-American Affairs, the regional office of the Administration for Latin America, and may secure the assistance of other agencies of the Government of the United States of America, including the Foreign Agricultural Service of the United States Department of Agriculture and of other public and private agencies in discharging its obligations under this agreement. The Ministry, on behalf of the Government of Nicaragua, and the Administration, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of the cooperative program. This agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation.

CONVENIO SOBRE UN PROGRAMA COOPERATIVO AGRICOLA ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE NICARAGUA.

El Gobierno de los Estados Unidos de América y el Gobierno de la República de Nicaragua,

Han acordado lo siguiente:

ARTICULO I

AGENCIAS OPERANTES

De conformidad con el Convenio General Sobre Cooperación Técnica, firmado en nombre de los dos Gobiernos en Managua el día 23 de Diciembre de 1950, se llevará a cabo en Nicaragua un programa cooperativo agropecuario. Las obligaciones contraídas en el presente Convenio por el Gobierno de Nicaragua serán ejecutadas por medio del Ministerio de Agricultura (que en adelante se denominará el "Ministerio"). Las obligaciones contraídas en el presente Convenio por el Gobierno de los Estados Unidos de América serán ejecutadas por medio de la Administración de Cooperación Técnica (que en adelante se denominará la "Administración"), una agencia del Gobierno de los Estados Unidos de América. La Administración puede cumplir sus obligaciones contraídas en este Convenio por medio del Instituto de Asuntos Interamericanos, Oficina Regional de la Administración para Latinoamérica, y puede obtener la asistencia de otras agencias del Gobierno de los Estados Unidos, incluso el Servicio Agrícola Extranjero del Departamento de Agricultura de los Estados Unidos de América y de otras agencias públicas y privadas para cumplir con las obligaciones contraídas bajo este Convenio. El Ministerio, en representación del Gobierno de Nicaragua, y la Administración en representación del Gobierno de los Estados Unidos de América, participarán conjuntamente en todas las fases del planeamiento y administración de este programa cooperativo. Este Convenio y todas las actividades llevadas a cabo de acuerdo con el mismo, se regirán por las disposiciones del mencionado Acuerdo General de Cooperación Técnica.

[1] Treaties and Other International Acts Series 2168; 1 UST 906.

ARTICLE II

OBJETIVES

The objectives of this cooperative program of agriculture are:

1. To facilitate the development of agriculture in Nicaragua through cooperative action on the part of the two Governments;

2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of agriculture;

3. To promote and strengthen understanding and good will between the peoples of Nicaragua and the United States of America, and to foster the growth of democratic ways of life.

ARTICLE III

FIELDS OF ACTIVITY

This cooperative program of agriculture will include, to the extent that the parties from time to time agree thereon, operations of the following types:

1. Studies of the needs of Nicaragua in the field of agriculture, and the resources which are available to meet these needs;

2. The formulation and continuous adaptation of a program to help meet such needs;

3. The initiation and administration of projects in agricultural research and experimentation; agricultural extension, including farm-youth training; livestock management, including animal disease control and pasture improvement; soil conservation; forestry; irrigation practices; farm storage; and such other projects in the field of agriculture as the parties may agree upon;

4. Related training activities, both within and outside Nicaragua.

ARTICULO II

OBJETIVOS

Los objetivos de este programa cooperativo agropecuario son los siguientes:

1. Facilitar el desarrollo de la agricultura en Nicaragua por medio de una acción cooperativa de parte de los dos Gobiernos;

2. Estimular e incrementar entre ambos países el intercambio de conocimientos, habilidades y técnicas en el campo de la agricultura;

3. Promover y fortalecer el buen entendimiento y la buena voluntad entre los pueblos de Nicaragua y Estados Unidos de América y promover el desarrollo de la forma democrática de vida.

ARTICULO III

CAMPOS DE ACTIVIDADES

Este programa cooperativo de agricultura incluirá las siguientes clases de operaciones en la medida que sean acordadas por las partes de vez en cuando:

1. Estudios de las necesidades de Nicaragua en el campo de la agricultura y de los recursos disponibles para satisfacer esas necesidades;

2. Preparación y adaptación contínua de un programa que ayude a satisfacer estas necesidades;

3. Comienzo y administración de proyectos de investigación y experimentación agrícolas; de extensión agrícola, incluyendo el adiestramiento de jóvenes campesinos; de manejo del ganado, incluso el control de las pestes del mismo y el mejoramiento de los pastos; de la conservación de los suelos; de la silvicultura; de las prácticas de riego; del almacenamiento en las granjas y tales otros proyectos en el ramo agropecuario que sean acordados por las partes.

4. Adiestramiento sobre actividades relacionadas, tanto en Nicaragua como en el extranjero.

ARTICLE IV

THE TECHNICAL MISSION

The Administration agrees to furnish a group of technicians and specialists to collaborate in carrying out the cooperative program of agriculture. The technicians and specialists made available by the Administration under this agreement, together with those so made available under other program agreements, will constitute the Technical Mission of the Administration in Nicaragua. The Technical Mission shall be headed by a Point 4 Administrator in Nicaragua (hereinafter referred to as the "Administrator"). The Administrator and other members of the Technical Mission shall be appointed by the Government of the United States of America but shall be acceptable to the Government of Nicaragua.

ARTICULO IV

LA MISION TECNICA

La Administración conviene en proporcionar un grupo de técnicos y especialistas para colaborar en la ejecución del programa cooperativo de agricultura. Los técnicos y especialistas suministrados por la Administración según este convenio, junto con aquellos suministrados según otros convenios de programas, constituirán la Misión Técnica de la Administración en Nicaragua. La Misión Técnica será presidida por un Administrador del Punto IV en Nicaragua (que en adelante se denominará el "Administrador"). El Administrador y otros miembros de la Misión Técnica, serán nombrados por el Gobierno de los Estados Unidos de América siempre que sean aceptables al Gobierno de Nicaragua.

ARTICLE V

THE TECHNICAL SERVICE

There is established within the Ministry an Agency to be known as the Servicio Tecnico Agricola de Nicaragua (hereinafter referred to as "STAN"). STAN shall be responsible, under the supervision of the Minister of Agriculture (hereinafter referred to as the "Minister"), for administering the cooperative program of agriculture in accordance with the provisions of this agreement. The Administrator, or his designee, shall be the Director of STAN. Members of the Technical Mission may become officers or employees of STAN under such arrangements as may be agreed upon by the Minister and the Administrator. The moneys contributed to STAN may be maintained in such bank or banks as the Minister and Administrator shall agree upon, and shall be available only for the purposes of this agreement.

ARTICULO V

EL SERVICIO TECNICO

Está establecida dentro del Ministerio una Dependencia que será conocida como el Servicio Técnico Agrícola de Nicaragua (que en adelante se denominará el "STAN"). El STAN será responsable, bajo la supervigilancia del Ministro de Agricultura (que en adelante se denominará el "Ministro"), de la administración del programa cooperativo de Agricultura de acuerdo con las disposiciones de este Convenio. El Administrador, o su designado, será el Director del STAN. Los Miembros de la Misión Técnica podrán ser funcionarios o empleados del STAN de acuerdo con los arreglos que sean acordados por el Ministro y el Administrador. El dinero contribuído para el STAN puede ser mantenido en el banco o bancos que sean acordados por el Ministro y el Administrador, y estará disponible solo para los fines de este convenio.

ARTICLE VI

JOINT CONTRIBUTIONS

The parties shall contribute and make available, to the extent provided below, funds for use in carrying out the program during the period covered by this agreement, in accordance with the following schedules:

ARTICULO VI

CONTRIBUCIONES CONJUNTAS

Las partes contribuirán y pondrán a la disposición fondos hasta por la cantidad estipulada más adelante para ser usados en la ejecución del programa durante el período que comprende este convenio, de acuerdo con los siguientes puntos:

1. The Government of the United States of America, during the period from the date of entry into force of this Agreement through June 30, 1954, shall make available the funds necessary to pay the salaries and other expenses of the members of the Technical Mission, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this cooperative program. These funds shall be administered by the Administration and shall not be deposited to the credit of STAN.

2. In addition, for the period from the date of entry into force of this agreement through June 30, 1954, the Government of the United States of America shall contribute to STAN the sum of $100,000 (One Hundred Thousand Dollars). The parties agree that this sum shall be withheld in the United States of America to meet payments to be made outside of Nicaragua in US Dollars. The amounts used for such payments, when expended as agreed upon by the Minister and the Administrator shall be considered as if deposited to the credit of STAN. The Minister and the Administrator may hereafter agree to the deposit in cash of any part of such sum to the credit of STAN in such installments as they may agree upon.

3. Unless otherwise agreed to between the Minister and the Administrator, the Government of Nicaragua, during the period from the date of entry into force of this agreement through June 30, 1954, shall make available the funds necessary to pay the salaries and other expenses of the Nicaraguan specialists and other personnel to collaborate with the Technical Mission, as well as such other expenses of an administrative nature as the Nicaraguan Government may incur in connection with this cooperative program. These funds shall be administered by the Minister and shall not be deposited to the credit of STAN.

4. The Government of Nicaragua, for the period from the date of entry into force of this agreement through June 30, 1954, shall deposit to the credit of STAN the equivalent in Cordobas of the sum of $230,000 (Two Hundred Thirty Thousand Dollars). These deposits shall be made

1. El Gobierno de los Estados Unidos de América, durante el período comprendido entre la entrada en vigor de este Convenio y el 30 de Junio de 1954 inclusive, hará disponibles los fondos necesarios para el pago de sueldos y otros gastos de los miembros de la Misión Técnica, así como los otros gastos de naturaleza administrativa en que pueda incurrir el Gobierno de los Estados Unidos de América en conexión con este programa cooperativo. Estos fondos serán administrados por la Administración y no serán depositados a la cuenta del STAN.

2. Además, durante el período comprendido entre la entrada en vigor de este Convenio y el 30 de Junio de 1954 inclusive, el Gobierno de los Estados Unidos de América contribuirá para el STAN con la suma de $100.000 (Cien Mil Dólares). Las partes acuerdan en que esta suma será mantenida en los Estados Unidos de América para hacer frente a los pagos en dólares que se harán fuera de Nicaragua. Las cantidades usadas para tales pagos cuando sean gastadas conforme lo acordado por el Ministro y el Administrador, serán consideradas como depositadas a la orden del STAN. El Ministro y el Administrador pueden en adelante acordar el depósito en efectivo de cualquier parte de dicha suma a la cuenta del STAN en abonos que sean acordados entre ellos.

3. A menos que se convenga de otra manera entre el Ministro y el Administrador, el Gobierno de Nicaragua, durante el período comprendido entre la entrada en vigor de este Convenio y el 30 de Junio de 1954 inclusive, hará disponibles los fondos necesarios para pagar los salarios y otros gastos de los especialistas nicaragüenses y otros miembros del personal que colaboraren con la Misión Técnica, así como los otros gastos de naturaleza administrativa en que pueda incurrir el Gobierno de Nicaragua en conexión con este programa cooperativo. Estos fondos serán administrados por el Ministro y no serán depositados a la cuenta del STAN.

4. El Gobierno de Nicaragua, durante el período comprendido entre la entrada en vigor de este Convenio y el 30 de Junio de 1954 inclusive, depositará a la cuenta del STAN el equivalente en córdobas de la suma de $230,000 (Doscientos Treinta Mil Dólares. Estos depósitos se harán en abonos

y en el...

in such installments and at such times as the Minister and the Administrator shall agree upon.

5. The parties may later agree in writing upon the amount of funds that each will contribute and make available each year for use in carrying out the program during the period from July 1, 1954 through June 30, 1960.

6. Funds deposited by the Government of the United States of America to the credit of STAN shall be convertible into Cordobas at the highest rate which, at the time the conversion is made, is available to the Government of the United States for its diplomatic and other official expenditures in Nicaragua.

7. The lands, buildings, installations, equipment, machinery, vehicles, materials and other items assigned to the use of the agriculture program under the agreement between the Government of the United States of America and the Government of Nicaragua effected by an exchange of notes signed at Managua on January 25, 1950 and February 1, 1950 shall continue to be used, pursuant to agreement between the Minister and the Administrator, by STAN for use under this agreement.

ARTICLE VII

ADDITIONAL CONTRIBUTIONS

1. The projects to be undertaken under this agreement may include cooperation with national, state and local governmental agencies in Nicaragua, as well as with organizations of a public or private character, and international organizations of which the United States of America and Nicaragua are members. By agreement between the Minister and the Administrator contributions of funds, property, services or facilities by either or both parties, or by any of such third parties, may be accepted and deposited to the credit of STAN for use in effectuating the cooperative program of agriculture, in addition to the funds, property, services and facilities required to be contributed under Article VI.

ARTICLE VIII

PROJECT OPERATIONS

1. The cooperative program of

tiempo que sean acordados por el Ministro y el Administrador.

5. Las partes pueden acordar por escrito más tarde la suma de fondos con que cada una contribuirá y hará disponible cada año para ser usada en la ejecución del programa durante el período comprendido entre el 1o. de Julio de 1954 y el 30 de Junio de 1960 inclusive.

6. Los fondos depositados por el Gobierno de los Estados Unidos de América a la orden del STAN, serán convertidos a córdobas al tipo de cambio más alto disponible en el momento en que la conversión sea hecha, al Gobierno de los Estados Unidos de América para sus gastos diplomáticos y de otra índole oficial en Nicaragua.

7. Las tierras, edificios, instalaciones, equipo, maquinarias, vehículos, materiales y otros artículos asignados para ser usados en el programa de agricultura según el Convenio entre el Gobierno de los Estados Unidos de América y el Gobierno de Nicaragua efectuado por un intercambio de notas, firmadas en Managua el día 25 de Enero de 1950 y el día 1o. de Febrero de 1950, continuarán siendo usadas por el STAN, de conformidad con acuerdo entre el Ministro y el Administrador, bajo este Convenio.

ARTICULO VII

CONTRIBUCIONES ADICIONALES

1. Los proyectos que se emprenderán de acuerdo con este Convenio pueden incluir la cooperación con agencias gubernamentales nacionales, departamentales y locales de Nicaragua, así como con organizaciones de carácter público o privado y organizaciones internacionales de las cuales los Estados Unidos de América y Nicaragua sean miembros. Mediante acuerdo entre el Ministro y el Administrador, contribuciones de dinero, propiedad, servicios o facilidades, hechas por una o por ambas partes, o por alguno de los mencionados terceros, pueden ser aceptadas y depositadas a la cuenta del STAN para uso en la ejecución del programa cooperativo de agricultura, además de aquellas contribuciones de dinero, propiedad, servicios o facilidades requeridos bajo el Artículo VI.

ARTICULO VIII

OPERACIONES DE PROYECTO

1. El Programa Cooperativo de

agriculture herein provided for shall consist of a series of projects to be jointly planned and administered by the Minister and the Administrator. Each project shall be embodied in a written project agreement which shall be signed by the Minister and the Administrator, shall define the work to be done, shall make allocations of funds therefor from moneys available to STAN, and may contain such other matters as the parties may desire to include.

2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Minister and the Administrator, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

3. The selection of specialists, technicians and others in the field of agriculture to be sent for training to the United States of America or elsewhere at the expense of STAN pursuant to this program, as well as the training activities in which they shall participate, shall be determined by the Administrator with the concurrence of the Minister.

4. The general policies and administrative procedures that are to govern the cooperative agricultural program, the carrying out of projects, and the operations of STAN, such as the disbursement of and accounting for funds, the incurrence of obligations of STAN, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of STAN and the terms and conditions of their employment, and all other administrative matters, shall be determined jointly by the Minister and the Administrator.

5. All contracts and other instruments and documents relating to the execution of projects under this agreement shall be executed in the name of STAN and shall be signed by the Administrator. The books and records of STAN relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of Nicaragua and the Government of the United States of America. The Administrator shall render an annual report of the activities of STAN to the two Governments, and other reports at such intervals as may be appropriate.

Agricultura aquí estipulado, consistirá en una serie de proyectos que serán planeados y administrados conjuntamente por el Ministro y el Administrador. Cada proyecto deberá estar contenido en un acuerdo escrito que deberá ser firmado por el Ministro y el Administrador y definirá el trabajo a ejecutarse, hará las asignaciones de fondos para el mismo, del dinero disponible para el STAN, y también podrá contener aquellos otros asuntos que las partes interesadas deseen incluir.

2. A la terminación substancial de cualquier proyecto se formulará un Memorandum de Terminación firmado por el Ministro y el Administrador, que servirá como constancia del trabajo hecho, los objetivos que se trataron de alcanzar, los gastos hechos, los problemas encontrados y resueltos y otros datos básicos pertinentes.

3. La selección de especialistas, técnicos y otras personas en el ramo de agricultura, que serán enviados para adiestramiento a los Estados Unidos de América o algún otro lugar, por cuenta del STAN, de conformidad con este programa, lo mismo que las actividades de adiestramiento en las cuales participarán, será hecha por el Administrador con la aprobación del Ministro.

4. La política general y los procedimientos administrativos que regirán el programa cooperativo de Agricultura, la ejecución de proyectos; y las operaciones del STAN tales como los desembolsos y rendimientos de cuentas, la contracción de obligaciones en nombre del STAN, la compra, uso, inventario, control y disposición de la propiedad, el nombramiento y cese de funcionarios y miembros del personal del STAN y los términos y condiciones de sus empleos; y todo otro asunto administrativo, serán determinados conjuntamente por el Ministro y el Administrador.

5. Todos los contratos y demás instrumentos y documentos relacionados con la ejecución de proyectos bajo este convenio serán hechos en nombre del STAN y firmados por el Administrador. Los libros de contabilidad y registros y archivos del STAN relacionados con el programa cooperativo deberán estar disponibles en todo tiempo para su examen por representantes autorizados del Gobierno de Nicaragua y del Gobierno de los Estados Unidos de América. El Administrador rendirá un informe anual de las actividades del STAN a los dos Gobiernos, así como

6. Any power conferred by this agreement upon the Minister or the Administrator may be delegated by either of them to any of his respective assistants provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of either of them to refer any matter directly to one another for discussion and decision.

ARTICLE IX

ADDITIONAL FISCAL PROVISIONS

1. All funds deposited to the credit of STAN pursuant to this agreement shall continue to be available for the cooperative program of agriculture during the existence of this agreement, without regard to annual periods or fiscal years of either of the parties.

2. All materials, equipment and supplies acquired for the cooperative program shall become the property of STAN and shall be used only in the furtherance of this agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Government of Nicaragua.

3. Interest received on funds of STAN and any other increment of assets of STAN, of whatever nature or source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either Government.

4. Any funds of STAN which remain unexpended and unobligated on the termination of the cooperative program of agriculture shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made by the Government of the United States of America and the Government of Nicaragua under this agreement, as it may be from time to time amended and extended; provided however, that funds deposited pursuant to Article VI of this agreement by one party and not matched by a deposit of the funds agreed to be deposited by the other party shall be returned to the contributor prior to the distribution provided for herein.

ARTICLE X

RIGHTS AND EXEMPTIONS

1. The Government of Nicaragua agrees to

cualesquiera otros informes a intervalos apropiados.

6. Cualquier poder conferido por este Convenio al Ministro o al Administrador podrá ser delegado por cualquiera de ellos, en uno de sus respectivos ayudantes, siempre que tal delegación sea satisfactoria al otro. Tal delegación no limitará el derecho de cualquiera de ellos para someter cualquier asunto directamente a la consideración del otro para su discusión y decisión.

ARTICULO IX

DISPOSICIONES FISCALES ADICIONALES.

1. Todos los fondos depositados a la cuenta del STAN de conformidad con este Convenio, continuarán disponibles para el programa cooperativo de agricultura durante la vigencia de este convenio, haciendo caso omiso de los períodos anuales o años fiscales de cualquiera de las partes.

2. Todos los materiales, equipo y abastecimientos adquiridos para el programa cooperativo serán de la propiedad del STAN y serán usados solamente en la ejecución de este Convenio. Todos los materiales, equipo y abastecimientos que sobraren al terminarse este programa cooperativo quedarán a la disposición del Gobierno de Nicaragua.

3. Los intereses recibidos sobre los fondos del STAN, y todo otro incremento en los haberes del STAN, de cualquier naturaleza u origen, serán empleados en llevar a cabo el programa cooperativo y no podrán ser considerados como parte de las cuotas de cualquiera de los dos Gobiernos.

4. Cualquier suma perteneciente al STAN que no haya sido gastada o que no esté comprometida a la terminación del programa cooperativo agrícola deberá, salvo que en esa ocasión las partes acuerden por escrito hacerlo en otra forma, ser devuelta a las partes en proporción a las respectivas contribuciones hechas por el Gobierno de los Estados Unidos y por el Gobierno de Nicaragua, conforme este convenio, sus enmiendas y sus extensiones; con la salvedad de que las sumas depositadas por una parte conforme al artículo VI

extend to STAN, and to all personnel employed by STAN, all rights and privileges which are enjoyed, under its laws, by agencies of the Government of Nicaragua or by their personnel. Such rights and privileges, to the extent that they are available to other agencies of the Government of Nicaragua or their personnel, shall include but not be limited to: free postal, telegraph, and telephone service; passes on railroads administered by the Government of Nicaragua; the right to rebates or preferential rates allowed by domestic companies of maritime or river navigation, air travel, telephone, telegraph, or other services; and exemption from taxes, excises, imposts, and stamp taxes.

2. Supplies, equipment and materials contributed to STAN by the Government of the United States of America, either directly or by contract with a public or private organization, shall be admitted into STAN free of any customs and import duties.

3. The rights and privileges referred to in paragraph 1 of this Article X pertaining to communications, transportation and exemption from taxes, imposts and stamp taxes shall also accrue to the Administration and personnel of the Government of the United States of America with respect to operations which are related to and property which is to be used for the cooperative program of agriculture.

4. All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are present in Nicaragua to perform work for the cooperative program of agriculture, and whose entrance into the country has been approved by the Government of Nicaragua under Article IV of this agreement shall be exempt from income and social security taxes levied under the laws of Nicaragua with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their

de este convenio, y no correspondientes a las sumas acordadas a ser depositadas por la otra parte interesada, sean devueltas al contribuyente con anterioridad a la distribución aquí establecida.

ARTICULO X

DERECHOS Y EXENCIONES

1. El Gobierno de Nicaragua conviene en extender al STAN y a todo el personal empleado por el mismo, todos los derechos y privilegios de que goza, según sus leyes, las agencias del Gobierno de Nicaragua o su personal. Tales derechos y privilegios, en la medida que estén disponibles para las otras agencias del Gobierno de Nicaragua o su personal, incluirán, pero no estarán limitados a: franquicias postales, telegráficas y telefónicas; franquicias en los ferrocarriles administrados por el Gobierno de Nicaragua; el derecho a las rebajas o tarifas preferenciales otorgadas por compañías domésticas de transportes marítimos, fluviales o aéreos y de servicios telefónicos, telegráficos o de otra clase; así como exención de impuestos, de impuestos sobre el consumo, de gabelas y timbres fiscales.

2. Los abastecimientos, equipo y materiales contribuídos al STAN por el Gobierno de los Estados Unidos de América, ya sea directamente o por contrato con una organización privada o pública, serán admitidos al STAN libres de cualesquiera derechos aduaneros e impuestos de importación.

3. Los derechos y privilegios mencionados en el párrafo 1 de este Artículo X que se refieren a medios de comunicación y transporte y a exenciones de impuestos, de gabelas y timbres fiscales, serán gozados por la Administración y el personal del Gobierno de los Estados Unidos de América con respecto a las operaciones relacionadas al programa cooperativo agrícola y con respecto a las propiedades destinadas para el mismo.

4. Todo miembro del personal de los Estados Unidos que sea empleado directamente por él mismo o bajo contrato con una organización pública o privada, que se encuentra presente en Nicaragua para ejecutar el trabajo del programa cooperativo agrícola y cuya entrada al país haya sido aprobada por el Gobierno de Nicaragua conforme el Artículo IV de este Convenio, será eximido del pago del impuesto sobre la renta y de la seguridad social exigidos de acuerdo con las leyes nicaragüenses, con respecto a las rentas sobre las cuales ellos estén obligados a pagar impuesto sobre la renta o impuesto de seguridad social al Gobierno de los Estados Unidos de América, así como el pago de los impuestos de propiedad que recaigan sobre los bienes muebles destinados a su propio uso

own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families. At suitable intervals, the Ambassador of the United States of America to Nicaragua shall furnish to the Minister for Foreign Affairs of Nicaragua the names of the personnel to whom the provisions of this paragraph are applicable.

ARTICLE XI

SOVEREIGN IMMUNITY

1. The parties declare their recognition that the Administration, being an agency of the Government of the United States of America, is entitled to share fully in all the privileges and immunities, including immunity from suit in the courts of Nicaragua, which are enjoyed by the Government of the United States of America.

2. The two Governments will establish procedures whereby the Government of Nicaragua will so deposit, segregate or assure title to all funds allocated to or derived from this program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of Nicaragua is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

ARTICLE XII

LEGISLATIVE AND EXECUTIVE ACTION

The Government of Nicaragua will endeavor to obtain the enactment of such legislation and will take such executive action as may be required to carry out the terms of this agreement.

ARTICLE XIII

ENTRY INTO FORCE AND DURATION

This agreement may be referred to as the "Cooperative Agricultural Program

y del pago de cualquier tarifa o derechos aduaneros sobre efectos personales o de familia introducidos al país para su uso personal y de los miembros de su familia. El Embajador de los Estados Unidos de América, a intervalos apropiados, suministrará al Ministro de Relaciones Exteriores de Nicaragua los nombres de los miembros del personal a quienes serán aplicables las disposiciones de este párrafo.

ARTICULO XI

INMUNIDAD SOBERANA

1. Las partes contratantes reconocen que la Administración, siendo una agencia de los Estados Unidos de América, tiene derecho a gozar plenamente de todos los privilegios e inmunidades, incluso de inmunidad judicial en los juzgados y cortes nicaragüenses, de que goza el Gobierno de los Estados Unidos de América.

2. Los dos Gobiernos establecerán los procedimientos por medio de los cuales el Gobierno de Nicaragua depositará, segregará o asegurará el título de todos los fondos asignados o provenientes de este programa, a fin de que tales fondos no estén sujetos a entredicho, embargo, comiso o cualquiera otra medida por cualquier persona, firma, agencia, sociedad, organización o Gobierno, cuando el Gobierno de Nicaragua sea notificado por el Gobierno de los Estados Unidos de América de que tal proceso judicial interferiría con el logro de los fines del programa.

ARTICULO XII

ACCION EJECUTIVA Y LEGISLATIVA

El Gobierno de Nicaragua se esforzará en obtener la promulgación de la legislación y tomará la acción ejecutiva que sea requerida para cumplir con los términos de este Convenio.

ARTICULO XIII

ENTRADA EN VIGOR Y DURACION

Este Convenio podrá ser denominado "Convenio Sobre un Programa Cooperativo

Agreement" and shall supersede the agricultural program agreement between the two Governments effected by the exchange of notes signed at Managua on January 25, 1950 and February 1, 1950.[1] It shall enter into force on the date on which it is signed and shall remain in force through June 30, 1960, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this agreement for the period from July 1, 1954 through June 30, 1960, shall be subject to the availability of appropriations to both parties for the purposes of the program and to the further agreement of the parties pursuant to Article VI, paragraph 4, hereof.

DONE in duplicate, in the English and Spanish languages, at Managua, Nicaragua, this thirtieth day of June, 1953.

Agrícola" y reemplazará al Convenio Sobre un Programa Agrícola entre los dos Gobiernos efectuado por el canje de notas firmadas en Managua el día 25 de Enero de 1950 y el día 1o. de Febrero de 1950. Entrará en vigor el día en que se firme y estará en vigencia hasta el 30 de Junio de 1960, o hasta tres meses después de que uno de los dos gobiernos haya dado aviso por escrito al otro de la intención de terminar el Convenio, cualquiera que sea anterior. Se establece, sin embargo, que las obligaciones de las partes según este Convenio, durante el período comprendido entre el 1o. de Julio de 1954 y el 30 de Junio de 1960, estarán sujetas a la disponiblidad de fondos que hayan sido votados por ambas partes para los fines del programa y a los convenios futuros entre las partes, de acuerdo con el párrafo 4 del artículo VI de este Convenio.

HECHO en duplicado en los idiomas inglés y español, en Managua, Nicaragua, este día treinta de Junio de 1953.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

Thomas E. Whelan,
Ambassador of the United States of America.
Embajador de los Estados Unidos de America.

FOR THE GOVERNMENT OF THE REPUBLIC OF NICARAGUA:
POR EL GOBIERNO DE LA REPUBLICA DE NICARAGUA:

Oscar Sevilla Sacasa,
Minister For Foreign Affairs.
Ministro de Relaciones Exteriores.

[1] Treaties and Other International Acts Series 2152; 1 UST 772.

TIAS 2858
July 18, 1953

RELIEF FROM DOUBLE TAXATION ON PROFITS FROM OPERATION OF AIRCRAFT

Agreement between the
UNITED STATES OF AMERICA
and BELGIUM

- Effected by Exchange of Notes
  Signed at Washington July 18, 1953
- Entered into force July 18, 1953

The Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE
WASHINGTON
July 18, 1953

EXCELLENCY:

I have the honor to refer to the recent conversations which took place between representatives of the Belgian Government and representatives of the Government of the United States with a view to concluding an agreement between the two Governments in order to avoid, on a basis of reciprocity, the double taxation of profits derived from the operation of aircraft, and on behalf of the United States Government to inform you of the following:

1. The United States Government undertakes, on a basis of reciprocity, to exclude from taxable income and to exempt from income taxes all profits obtained
   (a) By a company organized in Belgium or
   (b) By a Belgian national not residing in the United States from the operation of aircraft registered in conformity with the laws of Belgium.
2. For purposes of the present agreement:
   (a) The term "operation of aircraft" shall designate a business or enterprise operated by owners or charterers of aircraft and concerned with:
      (i) The transportation of persons, including the taking on and putting down of passengers or
      (ii) The transportation of goods, mail, or other articles, including their loading and unloading,
      (iii) Both categories of operations mentioned under (i) and (ii);
   (b) The term "profits" shall include income of all kinds, particularly income from the sale in the United States of passage tickets.
3. The exemption referred to in paragraph 1:
   (a) Shall be granted even if, at any time during the taxable period, the Belgian company has in the United States an establishment in which it carries on industrial or commercial activities of any sort or if at any time during the taxable period, the Belgian national engages in such activities in the United States;

(b) Shall apply to the profits of any taxable period which ended on or after December 31, 1950; it shall be extended to profits realized before such period and after January 1, 1946, but refunds of taxes that have not been contested in the manner and within the time limits specified under United States law or which have already been the subject of a decision having the force of res adjudicata, may not result therefrom.

4. Either Government may terminate this agreement by giving six months' notice in writing to the other Government; in that event the agreement shall cease to be valid for the taxable periods beginning on the 1st of January immediately following the expiration of such six-month period.

Your reply concurring herewith will be considered as constituting the agreement between the High Contracting Parties.

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

For the Secretary of State:
JAMES C. H. BONBRIGHT

His Excellency
BARON SILVERCRUYS,
Ambassador of Belgium.

The Belgian Ambassador to the Secretary of State

AMBASSADE DE BELGIQUE

No. 3010 WASHINGTON, *le 18 juillet 1953.*

MONSIEUR LE SECRÉTAIRE D'ETAT,

Comme suite aux récents entretiens qui ont eu lieu entre des représentants du Gouvernement belge et des représentants du Gouvernement des Etats-Unis, en vue de la conclusion d'un accord entre les deux Gouvernements pour éviter sur une base de réciprocité, la double imposition des bénéfices provenant de l'exploitation d'aéronefs, j'ai l'honneur de vous faire savoir ce qui suit, au nom du Gouvernement belge:

1. Le Gouvernement belge s'engage, sous réserve de réciprocité, à exclure des revenus imposables et à exonérer des impôts sur les revenus tous les bénéfices obtenus:

(a) par une société organisée aux Etats-Unis ou

(b) par un ressortissant des Etats-Unis ne résidant pas en Belgique,

dans l'exploitation d'aéronefs immatriculés conformément aux lois des Etats-Unis.

2. Aux fins de la présente convention:

(a) l'expression "exploitation d'aéronefs" désigne une affaire ou entreprise exploitée par des propriétaires ou affréteurs d'aéronefs et portant sur:

(i) le transport de personnes, y compris l'embarquement et le débarquement de passagers ou

(ii) le transport de marchandises, de courrier ou autres objets y compris leur chargement et leur déchargement,

(iii) les deux catégories d'opérations mentionnées sub. (i) et (ii);

(b) le terme "bénéfices" comprend les revenus de toute nature et notamment les revenus provenant de la vente en Belgique de billets de passage.

3. L'exonération prévue au paragraphe 1:

(a) sera accordée même si, à un moment quelconque pendant la période imposable, la société des Etats-Unis a en Belgique un établissement dans lequel elle exerce une activité industrielle ou commerciale quelconque ou si, à un moment quelconque pendant la période imposable, le ressortissant des Etats-Unis se livre à une telle activité en Belgique;

(b) sera applicable aux bénéfices de toute période imposable clôturée à partir du 31 décembre 1950; elle sera étendue aux bénéfices réalisés avant cette période et depuis le 1er janvier 1946, sans cependant qu'il puisse en résulter des remboursements d'impôts qui n'auraient pas été contestés dans les formes et délais prévus par la législation belge ou qui auraient déjà fait l'objet d'une décision coulée en force de chose jugée.

4. Chacun des deux Gouvernements pourra mettre fin à cet accord en adressant par écrit à l'autre Gouvernement un préavis de six mois; dans cette éventualité, l'accord cessera d'exercer ses effets pour les périodes imposables commençant à partir du 1er janvier suivant immédiatement l'expiration de ce délai de six mois.

La réponse favorable que vous voudrez bien m'adresser sera considérée comme constituant l'accord entre les Hautes Parties Contractantes.

Je saisis cette occasion, Monsieur le Secrétaire d'Etat, de vous renouveler l'assurance de ma plus haute considération.

SILVERCRUYS

Hon. JOHN FOSTER DULLES
Secrétaire d'Etat des
Etats-Unis d'Amérique,
Washington, D. C.

Translation

EMBASSY OF BELGIUM
No. 3010

WASHINGTON, *July 18, 1953.*

MR. SECRETARY OF STATE:

With reference to the recent conversations which took place between representatives of the Belgian Government and representatives of the Government of the United States with a view to the conclusion of an agreement between the two Governments to prevent, on a basis of reciprocity, the double taxation of profits deriving from the operation of aircraft, I have the honor to inform you as follows on behalf of the Belgian Government:

1. The Belgian Government undertakes, on a basis of reciprocity, to exclude from taxable income and to exempt from income taxes all profits obtained:

(a) By a company organized in the United States or

(b) By a United States national not residing in Belgium

from the operation of aircraft registered in conformity with the laws of the United States.

2. For the purposes of the present agreement:

(a) The term "operation of aircraft" shall designate a business or enterprise operated by owners or charterers of aircraft and concerned with:

(i) The transportation of persons, including the taking on and putting down of passengers or

(ii) The transportation of goods, mail, or other articles, including their loading and unloading,

(iii) Both categories of operations mentioned under (i) and (ii);

(b) The term "profits" shall include income of all kinds, particularly income from the sale in Belgium of passage tickets.

3. The exemption contemplated in paragraph 1:

(a) Shall be granted even if, at any time during the taxable period, the United States company has in Belgium an establishment in which it carries on industrial or commercial activities of any kind or if, at any time during the taxable period, the United States national engages in such activities in Belgium;

(b) Shall apply to the profits of any taxable period which ended on or after December 31, 1950; it shall be extended to profits realized before such period and after January 1, 1946, but refunds of taxes that have not been contested in the manner and within the time limits specified in Belgian law or which have already been the subject of a decision having the force of res adjudicata, may not result therefrom.

4. Either Government may terminate this agreement by giving six months' notice in writing to the other Government; in that event the agreement shall cease to have effect for the taxable periods beginning on the 1st of January immediately following the expiration of such six-month period.

Your reply concurring herein will be considered as constituting the agreement between the High Contracting Parties.

I avail myself of this opportunity, Mr. Secretary of State, to renew to you the assurance of my highest consideration.

SILVERCRUYS

The Honorable
JOHN FOSTER DULLES,
Secretary of State of the
United States of America,
Washington, D. C.

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TIAS 2859
Sept. 11, 1953

ECONOMIC COOPERATION

Agreement between the UNITED STATES OF AMERICA and FRANCE

Amending Agreement of June 28, 1948, as Amended

- Effected by Exchange of Notes Signed at Paris September 11, 1953
- Entered into force September 11, 1953

The American Ambassador to the French Minister of Foreign Affairs

AMERICAN EMBASSY,
No. 73 *Paris, September 11, 1953*

MY DEAR MR. PRESIDENT:

I have the honor to refer to the conversations,—following the enactment into law of Public Law 400, 82nd Congress, [1] amending the Economic Cooperation Act of 1948 [2] and the Mutual Security Act of 1951, [3]—which have taken place between representatives of our two governments relating to the Economic Cooperation Agreement between the United States of America and France, signed at Paris on June 28, 1948, [4] as heretofore amended. [5] I also have the honor to confirm the understandings reached as a result of these conversations as follows:

(1) Whenever reference is made in the said Economic Cooperation Agreement, as amended, to the Mutual Security Act of 1951, or to the Economic Cooperation Act of 1948, such reference shall be construed as meaning such Acts as heretofore amended.

(2) The phrase, "five percent of each deposit", appearing in Article IV, paragraph 4 of the said Economic Cooperation Agreement shall be changed to "ten percent of each deposit". This provision is applicable to all counterpart deposits made to match dollar disbursements made against all procurement authorizations and technical assistance authorizations (to the extent that counterpart is required with respect to such technical assistance authorizations) issued on or after June 20, 1952.

I have the honor, further, to refer to conversations that have taken place between our representatives, from which it is understood that franc counterpart deposits will be made by your Government pursuant to Article IV, paragraph 2 (c) of the said Economic Cooperation Agreement, as amended, commensurate with assistance on a grant basis to your Government in the form of transfers of funds pursuant to Section 111 (d) of the Economic Cooperation Act of 1948, as amended, as well as in the form of commodities, services and technical information.

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[1] 66 Stat. 141.
[2] 62 Stat. 137; 22 U. S. C. §§ 1501–1522.
[3] 65 Stat. 373; 22 U. S. C. § 1651 *et seq.*
[4] Treaties and Other International Acts Series 1783; 62 Stat., pt. 2, p. 2223.
[5] TIAS 1897; 62 Stat., pt. 3, p. 3720; TIAS 2023; 1 UST 151; TIAS 2264; 2 UST 1173; and TIAS 2359; 2 UST 2376.

I should be grateful if you would confirm the understandings expressed above.

Please accept, my dear Mr. President, the assurance of my highest consideration.

DOUGLAS DILLON

His Excellency
M. GEORGES BIDAULT,
Minister of Foreign Affairs,
Paris.

The French Minister of Foreign Affairs to the American Ambassador

LIBERTÉ · ÉGALITÉ · FRATERNITÉ
RÉPUBLIQUE FRANÇAISE

MINISTERE
DES
AFFAIRES ÉTRANGÈRES

PARIS, *le 11 septembre 1953.*

MONSIEUR L'AMBASSADEUR,

Par lettre en date de ce jour, vous avez bien voulu attirer mon attention sur certains amendements à la loi de Coopération Economique de 1948.

J'ai l'honneur de vous faire savoir que le Gouvernement français prend acte des modifications apportées à la législation des Etats-Unis par l'acte de Sécurité Mutuelle de 1952—loi publique 400, 82ème Congrès—. Il n'a pas d'objection, dans l'exécution de l'Accord de Coopération Economique du 28 juin 1948 amendé, à mettre immédiatement en application les dispositions nouvelles indiquées dans votre communication précitée.

J'ai également l'honneur de vous confirmer que le Gouvernement français, conformément aux dispositions de l'article IV paragraphe 2 (c) de l'Accord de Coopération Economique du 28 juin 1948 amendé, effectuera au compte spécial les dépôts en francs correspondant à une assistance accordée à titre de dons sous forme de transferts de fonds, en application de la Section 111 (d) de la loi de Coopération Economique de 1948 amendée, aussi bien que sous forme de produits, services et informations techniques.

Je saisis cette occasion, Monsieur l'Ambassadeur, pour renouveler à votre Excellence l'assurance de ma haute considération.

BIDAULT

Son Excellence
l'Honorable DOUGLAS C. DILLON,
Ambassadeur des Etats-Unis
à Paris.

Translation

MINISTRY
OF
FOREIGN AFFAIRS

LIBERTY · EQUALITY · FRATERNITY
FRENCH REPUBLIC

PARIS, *September 11, 1953.*

MR. AMBASSADOR,

In a note dated today you were good enough to call my attention to certain amendments to the Economic Cooperation Act of 1948.

I have the honor to inform you that the French Government has taken due note of the changes made in the United States legislation by the Mutual Security Act of 1952 (Public Law 400, 82d Congress). It has no objection, in the execution of the Economic Cooperation Agreement of June 28, 1948, as amended, to putting into force immediately the new provisions indicated in your above-mentioned communication.

I also have the honor to confirm to you that the French Government, in accordance with the provisions of Article IV, paragraph 2 (c), of the Economic Cooperation Agreement of June 28, 1948, as amended, will pay into the special account the franc deposits commensurate with assistance extended on a grant basis in the form of transfers of funds, pursuant to Section 111 (d) of the Economic Cooperation Act of 1948, as amended, as well as in the form of products, services, and technical information.

I avail myself of this occasion, Mr. Ambassador, to renew to Your Excellency the assurance of my high consideration.

BIDAULT

His Excellency
DOUGLAS C. DILLON,
Ambassador of the United States,
Paris.

TIAS 2860
June 26 and
Oct. 15, 1953

TRADE-MARK REGISTRATION

Agreement between the
UNITED STATES OF AMERICA
and DENMARK

- Effected by Exchange of Notes
Signed at Washington June 26 and
October 15, 1953

- Entered into force October 15, 1953;
operative retroactively September 17, 1953

The Secretary of State to the Danish Ambassador

DEPARTMENT OF STATE
WASHINGTON
June 26 1953

EXCELLENCY:

I have the honor to refer to Section 14 of the Danish Trade-mark Act of April 7, 1936, which provides that persons domiciled in countries granting Danish applicants trade-mark registration without requiring submission of proof of registration in Denmark can be accorded a corresponding benefit in Denmark.

With a view to assuring the Government of Denmark that a corresponding benefit is extended to persons domiciled in Denmark with respect to the registration of trade-marks in the United States of America, I wish to invite your attention to the Trade-mark Act of July 5, 1946, 60 Stat. 427, whereby any foreign national, regardless of domicil, is entitled by registration to the exclusive right of utilization of trade-marks in the United States of America, upon compliance with the same requirements of the law and subject to the same conditions which are applicable to citizens of the United States of America, and irrespective of whether such trade-mark is registered or not for the applicant outside the United States of America.

There is no distinction in the law based upon citizenship, nationality, or residence, except that a trade-mark applicant not domiciled in the United States of America is required in all cases to designate the name of a person resident in the United States for the possible service of papers in proceedings affecting the trade-mark. Under the law foreign applicants have an option either to rely on the same requirements which apply to domestic applicants, which requirements include the use of the mark in the United States of America, or to base the application on a foreign registration certificate, in which event some of the conditions applying to domestic applicants, particularly use of the mark in the United States of America, are not required. The above-mentioned regulations do also apply to collective marks which are being registered under the same conditions as trade-marks.

The Government of the United States of America would, therefore, greatly appreciate it if a Royal Decree were issued by His Majesty the King of Denmark, granting persons domiciled in the United States

of America the access by registration to the exclusive right of utilization of trade-marks in Denmark, irrespective of whether such trade-mark is registered or not in the United States of America.

The Government of the United States of America is prepared, if this proposal is acceptable to the Government of Denmark, to regard the present note and your reply to the same effect as constituting an understanding between the two Governments in this matter.

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

For the Secretary of State:
SAMUEL C WAUGH

His Excellency
HENRIK DE KAUFFMANN,
Ambassador of Denmark.

The Danish Chargé d'Affaires ad interim to the Acting Secretary of State

DANISH EMBASSY
WASHINGTON 8, D. C.

October 15th, 1953. Reference no. 67. D. 1.

SIR:

I have the honor to refer to the note of June 26th, 1953 from the Honorable the Secretary of State to the Ambassador of Denmark, which note reads as follows:

"EXCELLENCY:

I have the honor to refer to Section 14 of the Danish Trade-mark Act of April 7, 1936, which provides that persons domiciled in countries granting Danish applicants trade-mark registration without requiring submission of proof of registration in Denmark can be accorded a corresponding benefit in Denmark.

With a view to assuring the Government of Denmark that a corresponding benefit is extended to persons domiciled in Denmark with respect to the registration of trade-marks in the United States of America, I wish to invite your attention to the Trade-mark Act of July 5, 1946, 60 Stat. 427, whereby any foreign national, regardless of domicil, is entitled by registration to the exclusive right of utilization of trade-marks in the United States of America, upon compliance with the same requirements of the law and subject to the same conditions which are applicable to citizens of the United States of America, and irrespective of whether such trade-mark is registered or not for the applicant outside the United States of America.

There is no distinction in the law based upon citizenship, nationality, or residence, except that a trade-mark applicant not domiciled in the United States of America is required in all cases to designate the name of a person resident in the United States for the possible service of papers in proceedings affecting the trade-mark. Under the law foreign applicants have an option either to rely on the same requirements which apply to domestic applicants, which requirements include the use of the mark in the United States of America, or to base the application on a foreign registration certificate, in which event some of the conditions applying to domestic applicants, particularly use of the mark in the United States of America, are not required. The above-mentioned regulations do also apply to collective marks which are being registered under the same conditions as trade-marks.

The Government of the United States of America would, therefore, greatly appreciate it if a Royal Decree were issued by His Majesty the King of Denmark, granting persons domiciled in the United States of America the access by registration to the exclusive right of utilization of trade-marks in Denmark, irrespective of whether such trade-mark is registered or not in the United States of America.

The Government of the United States of America is prepared, if this proposal is acceptable to the Government of Denmark, to regard the present note and your reply to the same effect as constituting an understanding between the two Governments in this matter.

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

I have the honor to inform you that on September 17th, 1953 His Majesty the King of Denmark has issued a Royal Decree, a copy of which is annexed hereto, granting persons domiciled in the United States of America who are engaged in industry, handicraft, farming, mining, commerce or other gainful occupation the access by registration to the exclusive right of utilization of trade-marks in Denmark, irrespective of whether such trade-mark is registered or not in the United States of America. The Decree also covers registration in Denmark of collective marks.

The Government of Denmark accordingly considers the Secretary's note and the present note in reply as constituting an understanding between our two Governments in this matter.

Accept, Sir, the assurances of my highest consideration.

encl.

AAGE HESSELLUND-JENSEN
Chargé d'Affaires a. i.

The Honorable
General WALTER BEDDELL SMITH,
Acting Secretary of State,
Department of State,
Washington, D. C.

Anordning om registrering af varemærker og fællesmærker for næringsdrivende og for foreninger og offentlige myndigheder hjemmehørende i Amerikas Forenede Stater.

Vi Frederik den Niende, af Guds Nåde Konge til Danmark, de Venders og Goters, Hertug til Slesvig, Holsten, Stormarn, Ditmarsken, Lauenborg og Oldenborg,

Gør vitterligt: I medfør af bestemmelserne i § 14 i lov nr. 101 af 7. april 1936 om varemærker, jfr. § 1 i kongelig anordning af 26. september 1936 om beskyttelse af varemærker, og § 7 i lov nr. 102 af 7. april 1936 om fællesmærker vil Vi herved have anordnet som følger:

§ 1.

Enhver, der er hjemmehørende i Amerikas Forenede Stater, og som dèr driver industri eller håndværksvirksomhed, jordbrug, bjergværk, handel eller anden næring, skal have adgang til ved registrering at erhverve eneret til benyttelse af varemærker her i riget uden hensyn til, om de til registrering anmeldte mærker er registreret for den pågældende næringsdrivende i hjemlandet.

§ 2.

Lovligt bestående foreninger, som er hjemmehørende i Amerikas Forenede Stater, og som har til formål at varetage erhvervsmæssige fællesinteresser for sine medlemmer, samt amerikanske offentlige myndigheder, der varetager erhvervsmæssige fællesinteresser for grupper af statsborgere, skal have adgang til ved registrering at erhverve eneret for sine medlemmer, henholdsvis for vedkommende statsborgere, til benyttelse af fællesmærker her i landet uden hensyn til, om de til registrering anmeldte mærker er registreret for den pågældende forening eller offentlige myndighed i Amerikas Forenede Stater.

§ 3.

Denne anordning træder i kraft straks.

Givet på Amalienborg, den 17. september 1953.

Under Vor Kongelige Hånd og Segl.

FREDERIK R.
(L. S.)

Aage L. Rytter.

Translation

Decree Regarding the Registration of Trade-marks and Joint Trade-marks for Businessmen and for Associations and Governmental Authorities Domiciled in the United States of America.

We, Frederik the Ninth, by the Grace of God King of Denmark, of the Wends and the Goths, Duke of Schleswig, Holstein, Stormarn, Dithmarschen, Lauenburg and Oldenburg.

Make known: Pursuant to the provisions of Section 14 of Law No. 101 of April 7, 1936, on trade-marks, cf. Section 1 of the Royal Decree of September 26, 1936, on the protection of trade-marks, and Section 7 of Law 102 of April 7, 1936, on joint trade-marks, we hereby decree the following:

Section 1

Any person who is domiciled in the United States of America and who there engages in industry or handicraft, agriculture, mining, commerce, or any other trade, shall have the right by registration to acquire exclusive right to the use of trade-marks in the Kingdom regardless of whether the trade-marks submitted for registration are registered for the businessman concerned in his home country.

Section 2

Legally constituted associations which are domiciled in the United States of America and have as their purpose the safeguarding of the joint business interests of their members, as well as American governmental authorities which safeguard joint business interests for groups of citizens, shall have the right by registration to acquire for their members, or for the citizens concerned, the exclusive right to the use of joint trade-marks in the Kingdom, regardless of whether the trade-marks submitted for registration are registered in the United States of America for the association or the governmental authority concerned.

Section 3

This decree shall come into force immediately.

Done at Amalienborg on September 17, 1953.

Under Our Royal Hand and Seal.

FREDERIK R.
(L. S.)

Aage L. Rytter.

Protocol between the UNITED STATES OF AMERICA and FINLAND

Modifying Treaty of February 13, 1934

- Signed at Washington December 4, 1952
- Ratification advised by the Senate of the United States of America July 21, 1953
- Ratified by the President of the United States of America August 4, 1953
- Ratified by Finland January 23, 1953
- Ratifications exchanged at Helsinki September 24, 1953
- Proclaimed by the President of the United States of America November 3, 1953
- Entered into force September 24, 1953

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a protocol was signed at Washington on December 4, 1952 by the respective plenipotentiaries of the United States of America and the Republic of Finland modifying the treaty of friendship, commerce and consular rights between the United States of America and the Republic of Finland, signed at Washington on February 13, 1934, [1] the original of which protocol, in the English and Finnish languages, is word for word as follows:

[1] Treaty Series 868; 49 Stat. 2659.

PROTOCOL

The United States of America and the Republic of Finland, desiring to conclude a Protocol modifying the Treaty of Friendship, Commerce and Consular Rights between the United States of America and the Republic of Finland, signed at Washington on February 13, 1934,

Have designated for this purpose as their respective Plenipotentiaries:

The President of the United States of America:

Dean Acheson, Secretary of State of the United States of America, and

The President of the Republic of Finland:

Johan A. Nykopp, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Finland to the United States of America,

Who, having communicated to each other their full powers found to be in due form, have agreed as follows:

PÖYTÄKIRJA

Amerikan Yhdysvallat ja Suomen Tasavalta haluten tehdä Amerikan Yhdysvaltain ja Suomen Tasavallan Washingtonissa 13 päivänä helmikuuta 1934 tehtyä Ystävyys-, kauppa- ja konsulisopimusta muuttavan pöytäkirjan

ovat tätä tarkoitusta varten määränneet täysivaltaisiksi edustajikseen:

Amerikan Yhdysvaltain Presidentti:
Dean Acheson, Amerikan Yhdysvaltain ulkoasia invaltiosihteeri, ja

Suomen Tasavallan Presidentti:
Johan A. Nykopp, Suomen Tasavallan Amerikan Yhdysvalloissa oleva erikoislähettiläs ja täysivaltainen ministeri,

jotka esitettyään toisilleen asianmukaisiksi havaitut valtakirjansa ovat sopineet seuraavasta:

60602 O - 56(Part 2) - 40

ARTICLE I

Article IV of the Treaty of February 13, 1934, is amended by deleting the second paragraph thereof and substituting therefor the following paragraph:

Nationals of either High Contracting Party shall be accorded within the territories of the other High Contracting Party treatment no less favorable than that now or hereafter accorded to nationals of such other High Contracting Party with respect to acquiring movable property of all kinds, both tangible and intangible, by testate or intestate succession. Should they because of their alienage be ineligible to own or possess any such property, they shall be allowed a reasonable period in which to dispose of their interest therein in a normal manner at its market value; but in the case of ships and shares therein a specially limited period may be prescribed by law. They shall be protected in the legal equities of every kind which they may have or acquire in movable property and sball be entitled to the benefit of appropriate legal processes in order to realize the monetary value thereof.

ARTICLE II

This Protocol shall be ratified and tbe instruments of ratification shall be exchanged at Helsinki as soon as possible.

ARTICLE III

This Protocol shall enter into force on the day of the exchange of instruments of ratification. It shall continue in force in accordance with Article XXXII of the Treaty of February 13, 1934 as though this Protocol were an integral part of that Treaty.

I ARTIKLA

Helmikuun 13 päivänä 1934 tehdyn sopimuksen IV artiklaa muutetaan poistamalla sen toinen kohta ja korvaamalla tämä seuraavalla kohdalla:

Kun on kysymys kaikenlaatuisen joko aineellisen tai aineettoman irtaimiston saannosta testamentilla tai perintönä toisen Korkean Sopimuspuolen alueella, on kummankin Korkean Sopimuspuolen kansalaisille suotava kohtelu, joka ei ole huonompi kuin se, mikä nyt tai vast'edes suodaan tämän Korkean Sopimuspuolen omille kansalaisille. Mikäli he ulkomaalaisominaisuutensa johdosta eivät olisi kelpoisia omistamaan tai hallitsemaan sellaista omaisuutta, on heille annettava kohtuullinen määräaika omaisuuteen liittyvän intressinsä myymistä varten tavalliseen tapaan markkinahintaan; aluksiin ja niiden osuuksiin nähden voidaan kuitenkin lailla säätää erityinen määräaika. Heitä on suojeltava kaikenlaisiin oikeuksiin (legal equities) nähden, jotka heillä on tai jotka he saavat irtaimistoon ja heillä on oltava oikeus sopivien laillisten menettelyiden antamaan etuun näitten rahaksi muuttamiseksi.

II ARTIKLA

Tämä pöytäkirja on ratifioitava ja on ratifioimisasiakirjat vaihdettava Helsingissä niin pian kuin mahdollista.

III ARTIKLA

Tämä pöytäkirja tulee voimaan ratifioimisasiakirjojen vaihtamispäivänä. Se on pysyvä voimassa helmikuun 13 päivänä 1934 tehdyn sopimuksen XXXII artiklan mukaisesti niinkuin tämä pöytäkirja olisi mainitun sopimuksen olennainen osa.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed this Protocol and have affixed their seals thereto.

DONE at Washington in duplicate, in the English and Finnish languages, both authentic, this fourth day of December, 1952.

TÄMÄN VAKUUDEKSI asianomaiset täysivaltaiset edustajat ovat tämän pöytäkirjan allekirjoittaneet ja sinetillään varustaneet.

TEHTY Washingtonissa kahtena kappaleena englanniksi ja suomeksi, jotka molemmat ovat todistusvoimaisia, neljäntenä päivänä joulukuuta 1952.

FOR THE UNITED STATES OF AMERICA:
AMERIKAN YHDYSVALTOJEN PUOLESTA:

DEAN ACHESON [SEAL]

FOR THE REPUBLIC OF FINLAND:
SUOMEN TASAVALLAN PUOLESTA:

JOHAN NYKOPP [SEAL]

WHEREAS the Senate of the United States of America by their resolution of July 21, 1953, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said protocol;

WHEREAS the said protocol was ratified by the President of the United States of America on August 4, 1953, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the Republic of Finland;

WHEREAS the respective instruments of ratification of the said protocol were duly exchanged at Helsinki on September 24, 1953;

AND WHEREAS it is provided in Article III of the said protocol that the protocol shall enter into force on the day of the exchange of instruments of ratification;

NOW, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the said protocol to the end that the same and each and every article and clause thereof may be observed and fulfilled with good faith on and after September 24, 1953, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this third day of November in the year of our Lord one thousand nine hundred fifty-three and of the Independence of the United States of America the one hundred seventy-eighth.

[SEAL]

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES

Secretary of State

TIAS 2862
Aug. 30, 1952

REGULATION OF PRODUCTION AND MARKETING OF SUGAR

Protocol between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Prolonging the International Agreement of May 6, 1937

- Signed at London August 30, 1952
- Ratification advised by the Senate of the United States of America July 27, 1953
- Ratified by the President of the United States of America September 1, 1953
- Ratification of the United States of America deposited in the Archives of the Government of the United Kingdom of Great Britain and Northern Ireland October 2, 1953
- Proclaimed by the President of the United States of America November 5, 1953
- Operative September 1, 1952

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a protocol dated in London August 30, 1952, prolonging the international agreement regarding the regulation of production and marketing of sugar signed at London on May 6, 1937, was signed by the respective plenipotentiaries of the Governments of the United States of America (with a reservation "Subject to ratification"), the Union of South Africa, the Commonwealth of Australia, Belgium, Brazil, Cuba, Czechoslovakia, the Dominican Republic, the French Republic, the United Kingdom of Great Britain and Northern Ireland, Haiti, the Republic of Indonesia, Mexico, the Netherlands, Peru, the Republic of the Philippines, Poland, Portugal, and the Federal People's Republic of Yugoslavia;

WHEREAS the text of the said protocol, as certified by the Foreign Office of the Government of the United Kingdom of Great Britain and Northern Ireland in London, is word for word as follows:

PROTOCOL FOR THE PROLONGATION OF THE INTERNATIONAL AGREEMENT REGARDING THE REGULATION OF PRODUCTION AND MARKETING OF SUGAR SIGNED IN LONDON ON 6TH MAY, 1937

Whereas an International Agreement regarding the Regulation of the Production and Marketing of Sugar (hereinafter referred to as "the Agreement") was signed in London on 6th May, 1937; [1]

And whereas by a Protocol signed in London on 22nd July, 1942,[1] the Agreement was regarded as having come into force on 1st September, 1937, in respect of the Governments signatory of the Protocol;

And whereas it was provided in the said Protocol that the Agreement should continue in force between the said Governments for a period of two years after 31st August, 1942;

And whereas by further Protocols signed in London on 31st August, 1944,[1] 31st August, 1945,[2] 30th August, 1946,[3] 29th August, 1947,[4] 31st August, 1948,[5] 31st August, 1949,[6] 31st August, 1950 [7] and 31st August, 1951,[8] it was agreed that, subject to the provisions of Article 2 of the said Protocols, the Agreement should continue in force between the Governments signatory thereof for periods of one year terminating on 31st August, 1945, 31st August, 1946, 31st August, 1947, 31st August, 1948, 31st August, 1949, 31st August, 1950, 31st August, 1951 and 31st August, 1952, respectively:

Now, therefore, the Governments signatory of the present Protocol, considering that it is expedient that the Agreement should be prolonged for a further term as between themselves, subject, in view of the present situation, to the conditions stated below, have agreed as follows:—

ARTICLE 1

Subject to the provisions of Article 2, paragraph 2 of Article 3 and Article 5 hereof, the Agreement shall continue in force between

[1] Treaty Series 990; 59 Stat. 922.
[2] Treaties and Other International Acts Series 1523; 60 Stat. 1373.
[3] TIAS 1614; 61 Stat., pt. 2, p. 1236.
[4] TIAS 1755; 62 Stat., pt. 2, p. 1654.
[5] TIAS 1997; 64 Stat., pt. 3, p. B33.
[6] TIAS 2114; 1 UST 625.
[7] TIAS 2525; 3 UST, pt. 3, p. 3921.
[8] TIAS 2526; 3 UST, pt. 3, p. 3926.

the Governments signatory of the present Protocol for a period of three years after 31st August, 1952.

ARTICLE 2

During the period specified in Article 1 above the provisions of Chapters III, IV and V of the Agreement and those provisions of Article 31 thereof which limit the number of members of each delegation and the number of advisers accompanying each delegation shall be inoperative.

ARTICLE 3

1. The Governments signatory of the present Protocol recognise that revision of the Agreement is necessary and should be undertaken as soon as the time appears opportune. Discussion of any such revision should take the existing Agreement as the starting-point.

2. In the event of an agreement based on such revision coming into force before 31st August, 1955, the present Protocol shall thereupon terminate.

3. For the purposes of such revision due account shall be taken of any general principles of commodity policy embodied in any agreements which may be concluded under the auspices of the United Nations.

ARTICLE 4

Before the conclusion of the period of three years specified in Article 1, the contracting Governments, if the steps contemplated in Article 3 have not been taken, will discuss the question of a further renewal of the Agreement.

ARTICLE 5

Notwithstanding the provisions of Article 1 hereof any Government signatory of the present Protocol may withdraw from the Agreement on 31st August, 1953, or at any time thereafter, by giving six months' notice of withdrawal to the Government of the United Kingdom of Great Britain and Northern Ireland, which shall notify any such withdrawal to the contracting Governments and to the International Sugar Council.

ARTICLE 6

The present Protocol shall bear the date 30th August, 1952, and shall remain open for signature until 30th September, 1952, provided, however, that any signatures appended after 30th August, 1952, shall be deemed to have effect as from that date.

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

Done in London on the 30th day of August, 1952, in a single copy which shall be deposited in the archives of the Government of the United Kingdom of Great Britain and Northern Ireland, and of which certified copies shall be furnished to the signatory Governments.

For the Government of the Union of South Africa:

A. L. GEYER.

For the Government of the Commonwealth of Australia:

THOMAS WHITE.

For the Government of Belgium:

OBERT DE THIEUSIES.

For the Government of Brazil:

JAYME SLOAN CHERMONT.

For the Government of Cuba:

ROBERTO G. DE MENDOZA.

For the Government of Czechoslovakia:

JOSEF ULLRICH.

For the Government of the Dominican Republic:

TEMISTOCLES MESSINA.

For the Government of the French Republic:

R. MASSIGLI.

For the Government of the United Kingdom of Great Britain and Northern Ireland:

ANTHONY EDEN.

For the Government of Hayti:

LOVE O. LEGER.

For the Government of the Republic of Indonesia:

SUBANDRIO.

For the Government of Mexico:

FRANCISCO A. DE ICAZA.

For the Government of the Netherlands:

W. J. G. GEVERS.

For the Government of Peru:

A. PONCE.

For the Government of the Republic of the Philippines:

MARIANO EZPELETA.

For the Government of Poland:

JERZY MICHALOWSKI.

For the Government of Portugal:

LUIZ LEOTTE DO REGO.

For the Government of the United States of America:

WALTER S. GIFFORD.

Subject to Ratification.

For the Government of the Federal People's Republic of Yugoslavia:

B. ZLATARIĆ.

Certified a true copy:

[SEAL] E. J. PASSANT.

LONDON

Librarian and Keeper of the Papers for the Secretary of State for Foreign Affairs.

2 Feb 1953

WHEREAS the Senate of the United States of America by their resolution of July 27, 1953, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said protocol;

WHEREAS the said protocol was duly ratified on behalf of the Government of the United States of America on September 1, 1953, and the instrument of ratification on the part of the said Government was duly deposited in the archives of the Government of the United Kingdom of Great Britain and Northern Ireland on October 2, 1953;

AND WHEREAS it is provided in Article 1 of the said protocol that, subject to the provisions of Article 2 of the said protocol, the said agreement of May 6, 1937 shall continue in force between the Governments signatory of the said protocol for a period of three years after August 31, 1952;

NOW, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the said protocol, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America, and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof, the said protocol being deemed to have the effect, as provided in Article 1 thereof, of continuing in force between the Governments signatory of the said protocol, for a period of three years after August 31, 1952, the said agreement regarding the regulation of production and marketing of sugar signed at London on May 6, 1937.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this fifth day of November in the year of our Lord one thousand nine hundred fifty-three
[SEAL] and of the Independence of the United States of America the one hundred seventy-eighth.

DWIGHT D EISENHOWER

By the President:
WALTER B. SMITH
Acting Secretary of State

FRIENDSHIP, COMMERCE AND NAVIGATION

TIAS 2863
Apr. 2, 1953.

Treaty and Protocol between the UNITED STATES OF AMERICA and JAPAN

- Signed at Tokyo April 2, 1953
- Ratification advised by the Senate of the United States of America, with a reservation, July 21, 1953
- Ratified by the President of the United States of America, subject to said reservation, September 15, 1953
- Ratified by Japan, with a reservation, September 2, 1953
- Ratifications exchanged at Washington September 30, 1953
- Proclaimed by the President of the United States of America November 4, 1953
- Entered into force October 30, 1953

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a treaty of friendship, commerce and navigation between the United States of America and Japan, together with a protocol relating thereto, was signed at Tokyo on April 2, 1953, the originals of which treaty and protocol, in the English and Japanese languages, are word for word as follows:

TREATY
OF
FRIENDSHIP, COMMERCE AND NAVIGATION
BETWEEN
THE UNITED STATES OF AMERICA
AND JAPAN

The United States of America and Japan, desirous of strengthening the bonds of peace and friendship traditionally existing between them and of encouraging closer economic and cultural relations between their peoples, and being cognizant of the contributions which may be made toward these ends by arrangements promoting mutually advantageous commercial intercourse, encouraging mutually beneficial investments, and establishing mutual rights and privileges, have resolved to conclude a Treaty of Friendship, Commerce and Navigation, based in general upon the principles of national and of most-favored-nation treatment unconditionally accorded, and for that purpose have appointed as their Plenipotentiaries,

The United States of America:

Robert Murphy, Ambassador Extraordinary and Plenipotentiary of the United States of America to Japan, and

Japan:

Katsuo Okazaki, Minister for Foreign Affairs of Japan,

Who, having communicated to each other their full powers found to be in due form, have agreed upon the following Articles:

ARTICLE I

1. Nationals of either Party shall be permitted to enter the territories of the other Party and to remain therein: (a) for the purpose of carrying on trade between the territories of the two Parties and engaging in related commercial activities; (b) for the purpose of developing and directing the operations of an enterprise in which they have invested, or in which they are actively in the process of investing, a substantial amount of capital; and (c) for other purposes subject to the laws relating to the entry and sojourn of aliens.

2. Nationals of either Party, within the territories of the other Party, shall be permitted: (a) to travel therein freely, and to reside at places of their choice; (b) to enjoy liberty of conscience; (c) to hold both private and public religious services; (d) to gather and to transmit material for dissemination to the public abroad; and (e) to communicate with other persons inside and outside such territories by mail, telegraph and other means open to general public use.

3. The provisions of the present Article shall be subject to the right of either Party to apply measures that are necessary to maintain public order and protect the public health, morals and safety.

ARTICLE II

1. Nationals of either Party within the territories of the other Party shall be free from unlawful molestations of every kind, and shall receive the most constant protection and security, in no case less than that required by international law.

2. If, within the territories of either Party, a national of the other Party is taken into custody, the nearest consular representative of his country shall on the demand of such national be immediately notified. Such national shall: (a) receive reasonable and humane treatment; (b) be formally and immediately informed of the accusations against him; (c) be brought to trial as promptly as is consistent with the proper preparation of his defense; and (d) enjoy all means reasonably necessary to his defense, including the services of competent counsel of his choice.

ARTICLE III

1. Nationals of either Party shall be accorded national treatment in the application of laws and regulations within the territories of the other Party that establish a pecuniary compensation, or other benefit or service, on account of disease, injury or death arising out of and in the course of employment or due to the nature of employment.

2. In addition to the rights and privileges provided in paragraph 1 of the present Article, nationals of either Party shall, within the territories of the other Party, be accorded national treatment in the application of laws and regulations establishing compulsory systems of social security, under which benefits are paid without an individual test of financial need: (a) against loss of wages or earnings due to old age, unemployment, sickness or disability, or (b) against loss of financial support due to the death of father, husband or other person on whom such support had depended.

ARTICLE IV

1. Nationals and companies of either Party shall be accorded national treatment and most-favored-nation treatment with respect to access to the courts of justice and to administrative tribunals and agencies within the territories of the other Party, in all degrees of jurisdiction, both in pursuit and in defense of their rights. It is understood that companies of either Party not engaged in activities within the territories of the other Party shall enjoy such access therein without registration or similar requirements.

2. Contracts entered into between nationals and companies of either Party and nationals and companies of the other Party, that provide for the settlement by arbitration of controversies, shall not be deemed

60602 O - 56(Part 2) - 41

unenforceable within the territories of such other Party merely on the grounds that the place designated for the arbitration proceedings is outside such territories or that the nationality of one or more of the arbitrators is not that of such other Party. Awards duly rendered pursuant to any such contracts, which are final and enforceable under the laws of the place where rendered, shall be deemed conclusive in enforcement proceedings brought before the courts of competent jurisdiction of either Party, and shall be entitled to be declared enforceable by such courts, except where found contrary to public policy. When so declared, such awards shall be entitled to privileges and measures of enforcement appertaining to awards rendered locally. It is understood, however, that awards rendered outside the United States of America shall be entitled in any court in any State thereof only to the same measure of recognition as awards rendered in other States thereof.

ARTICLE V

1. Neither Party shall take unreasonable or discriminatory measures that would impair the legally acquired rights or interests within its territories of nationals and companies of the other Party in the enterprises which they have established, in their capital, or in the skills, arts or technology which they have supplied; nor shall either Party unreasonably impede nationals and companies of the other Party from obtaining on equitable terms the capital, skills, arts and technology it needs for its economic development.

2. The Parties undertake to cooperate in furthering the interchange and use of scientific and technical knowledge, particularly in the interests of increasing productivity and improving standards of living within their respective territories.

ARTICLE VI

1. Property of nationals and companies of either Party shall receive the most constant protection and security within the territories of the other Party.

2. The dwellings, offices, warehouses, factories and other premises of nationals and companies of either Party located within the territories of the other Party shall not be subject to unlawful entry or molestation. Official searches and examinations of such premises and their contents, when necessary, shall be made only according to law and with careful regard for the convenience of the occupants and the conduct of business.

3. Property of nationals and companies of either Party shall not be taken within the territories of the other Party except for a public

purpose, nor shall it be taken without the prompt payment of just compensation. Such compensation shall be in an effectively realizable form and shall represent the full equivalent of the property taken; and adequate provision shall have been made at or prior to the time of taking for the determination and payment thereof.

4. Nationals and companies of either Party shall in no case be accorded, within the territories of the other Party, less than national treatment and most-favored-nation treatment with respect to the matters set forth in paragraphs 2 and 3 of the present Article. Moreover, enterprises in which nationals and companies of either Party have a substantial interest shall be accorded, within the territories of the other Party, not less than national treatment and most-favored-nation treatment in all matters relating to the taking of privately owned enterprises into public ownership and to the placing of such enterprises under public control.

ARTICLE VII

1. Nationals and companies of either Party shall be accorded national treatment with respect to engaging in all types of commercial, industrial, financial and other business activities within the territories of the other Party, whether directly or by agent or through the medium of any form of lawful juridical entity. Accordingly, such nationals and companies shall be permitted within such territories: (a) to establish and maintain branches, agencies, offices, factories and other establishments appropriate to the conduct of their business; (b) to organize companies under the general company laws of such other Party, and to acquire majority interests in companies of such other Party; and (c) to control and manage enterprises which they have established or acquired. Moreover, enterprises which they control, whether in the form of individual proprietorships, companies or otherwise, shall, in all that relates to the conduct of the activities thereof, be accorded treatment no less favorable than that accorded like enterprises controlled by nationals and companies of such other Party.

2. Each Party reserves the right to limit the extent to which aliens may within its territories establish, acquire interests in, or carry on public utilities enterprises or enterprises engaged in shipbuilding, air or water transport, banking involving depository or fiduciary functions, or the exploitation of land or other natural resources. However, new limitations imposed by either Party upon the extent to which aliens are accorded national treatment, with respect to carrying on such activities within its territories, shall not be applied as

against enterprises which are engaged in such activities therein at the time such new limitations are adopted and which are owned or controlled by nationals and companies of the other Party. Moreover, neither Party shall deny to transportation, communications and banking companies of the other Party the right to maintain branches and agencies to perform functions necessary for essentially international operations in which they are permitted to engage.

3. The provisions of paragraph 1 of the present Article shall not prevent either Party from prescribing special formalities in connection with the establishment of alien-controlled enterprises within its territories; but such formalities may not impair the substance of the rights set forth in said paragraph.

4. Nationals and companies of either Party, as well as enterprises controlled by such nationals and companies, shall in any event be accorded most-favored-nation treatment with reference to the matters treated in the present Article.

ARTICLE VIII

1. Nationals and companies of either Party shall be permitted to engage, within the territories of the other Party, accountants and other technical experts, executive personnel, attorneys, agents and other specialists of their choice. Moreover, such nationals and companies shall be permitted to engage accountants and other technical experts regardless of the extent to which they may have qualified for the practice of a profession within the territories of such other Party, for the particular purpose of making examinations, audits and technical investigations exclusively for, and rendering reports to, such nationals and companies in connection with the planning and operation of their enterprises, and enterprises in which they have a financial interest, within such territories.

2. Nationals of either Party shall not be barred from practicing the professions within the territories of the other Party merely by reason of their alienage; but they shall be permitted to engage in professional activities therein upon compliance with the requirements regarding qualifications, residence and competence that are applicable to nationals of such other Party.

3. Nationals and companies of either Party shall be accorded national treatment and most-favored-nation treatment with respect to engaging in scientific, educational, religious and philanthropic activities within the territories of the other Party, and shall be accorded the right to form associations for that purpose under the laws of such other Party.

ARTICLE IX

1. Nationals and companies of either Party shall be accorded within the territories of the other Party: (a) national treatment with respect to leasing land, buildings and other immovable property appropriate to the conduct of activities in which they are permitted to engage pursuant to Articles VII and VIII and for residential purposes, and with respect to occupying and using such property; and (b) other rights in immovable property permitted by the applicable laws of the other Party.

2. Nationals and companies of either Party shall be accorded within the territories of the other Party national treatment and most-favored-nation treatment with respect to acquiring, by purchase, lease, or otherwise, and with respect to owning and possessing, movable property of all kinds, both tangible and intangible. However, either Party may impose restrictions on alien ownership of materials dangerous from the standpoint of public safety and alien ownership of interests in enterprises carrying on the activities listed in the first sentence of paragraph 2 of Article VII, but only to the extent that this can be done without impairing the rights and privileges secured by Article VII or by other provisions of the present Treaty.

3. Nationals and companies of either Party shall be permitted freely to dispose of property within the territories of the other Party with respect to the acquisition of which through testate or intestate succession their alienage has prevented them from receiving national treatment, and they shall be permitted a term of at least five years in which to effect such disposition.

4. Nationals and companies of either Party shall be accorded within the territories of the other Party national treatment and most-favored-nation treatment with respect to disposing of property of all kinds.

ARTICLE X

Nationals and companies of either Party shall be accorded, within the territories of the other Party, national treatment and most-favored-nation treatment with respect to obtaining and maintaining patents of invention, and with respect to rights in trade marks, trade names, trade labels and industrial property of every kind.

ARTICLE XI

1. Nationals of either Party residing within the territories of the other Party, and nationals and companies of either Party engaged in trade or other gainful pursuit or in scientific, educational, religious or philanthropic activities within the territories of the other Party,

shall not be subject to the payment of taxes, fees or charges imposed upon or applied to income, capital, transactions, activities or any other object, or to requirements with respect to the levy and collection thereof, within the territories of such other Party, more burdensome than those borne by nationals and companies of such other Party.

2. With respect to nationals of either Party who are neither resident nor engaged in trade or other gainful pursuit within the territories of the other Party, and with respect to companies of either Party which are not engaged in trade or other gainful pursuit within the territories of the other Party, it shall be the aim of such other Party to apply in general the principle set forth in paragraph 1 of the present Article.

3. Nationals and companies of either Party shall in no case be subject, within the territories of the other Party, to the payment of taxes, fees or charges imposed upon or applied to income, capital, transactions, activities or any other object, or to requirements with respect to the levy and collection thereof, more burdensome than those borne by nationals, residents and companies of any third country.

4. In the case of companies of either Party engaged in trade or other gainful pursuit within the territories of the other Party, and in the case of nationals of either Party engaged in trade or other gainful pursuit within the territories of the other Party but not resident therein, such other Party shall not impose or apply any tax, fee or charge upon any income, capital or other basis in excess of that reasonably allocable or apportionable to its territories, nor grant deductions and exemptions less than those reasonably allocable or apportionable to its territories. A comparable rule shall apply also in the case of companies organized and operated exclusively for scientific, educational, religious or philanthropic purposes.

5. Each Party reserves the right to: (a) extend specific tax advantages on the basis of reciprocity; (b) accord special tax advantages by virtue of agreements for the avoidance of double taxation or the mutual protection of revenue; and (c) accord to its own nationals and to residents of contiguous countries more favorable exemptions of a personal nature with respect to income taxes and inheritance taxes than are accorded to other non-resident persons.

Article XII

1. Nationals and companies of either Party shall be accorded by the other Party national treatment and most-favored-nation treatment with respect to payments, remittances and transfers of funds or financial instruments between the territories of the two Parties as

well as between the territories of such other Party and of any third country.

2. Neither Party shall impose exchange restrictions as defined in paragraph 5 of the present Article except to the extent necessary to prevent its monetary reserves from falling to a very low level or to effect a moderate increase in very low monetary reserves. It is understood that the provisions of the present Article do not alter the obligations either Party may have to the International Monetary Fund or preclude imposition of particular restrictions whenever the Fund specifically authorizes or requests a Party to impose such particular restrictions.

3. If either Party imposes exchange restrictions in accordance with paragraph 2 above, it shall, after making whatever provision may be necessary to assure the availability of foreign exchange for goods and services essential to the health and welfare of its people, make reasonable provision for the withdrawal, in foreign exchange in the currency of the other Party, of: (a) the compensation referred to in Article VI, paragraph 3, of the present Treaty, (b) earnings, whether in the form of salaries, interest, dividends, commissions, royalties, payments for technical services, or otherwise, and (c) amounts for amortization of loans, depreciation of direct investments, and capital transfers, giving consideration to special needs for other transactions. If more than one rate of exchange is in force, the rate applicable to such withdrawals shall be a rate which is specifically approved by the International Monetary Fund for such transactions or, in the absence of a rate so approved, an effective rate which, inclusive of any taxes or surcharges on exchange transfers, is just and reasonable.

4. Exchange restrictions shall not be imposed by either Party in a manner unnecessarily detrimental or arbitrarily discriminatory to the claims, investments, transport, trade, and other interests of the nationals and companies of the other Party, nor to the competitive position thereof.

5. The term "exchange restrictions" as used in the present Article includes all restrictions, regulations, charges, taxes, or other requirements imposed by either Party which burden or interfere with payments, remittances, or transfers of funds or of financial instruments between the territories of the two Parties.

Article XIII

Commercial travelers representing nationals and companies of either Party engaged in business within the territories thereof shall, upon their entry into and departure from the territories of the other Party and during their sojourn therein, be accorded most-favored-

nation treatment in respect of the customs and other matters, including, subject to the exceptions in paragraph 5 of Article XI, taxes and charges applicable to them, their samples and the taking of orders, and regulations governing the exercise of their functions.

ARTICLE XIV

1. Each Party shall accord most-favored-nation treatment to products of the other Party, from whatever place and by whatever type of carrier arriving, and to products destined for exportation to the territories of such other Party, by whatever route and by whatever type of carrier, with respect to customs duties and charges of any kind imposed on or in connection with importation or exportation or imposed on the international transfer of payments for imports or exports, and with respect to the method of levying such duties and charges, and with respect to all rules and formalities in connection with importation and exportation.

2. Neither Party shall impose restrictions or prohibitions on the importation of any product of the other Party, or on the exportation of any product to the territories of the other Party, unless the importation of the like product of, or the exportation of the like product to, all third countries is similarly restricted or prohibited.

3. If either Party imposes quantitative restrictions on the importation or exportation of any product in which the other Party has an important interest:

(a) It shall as a general rule give prior public notice of the total amount of the product, by quantity or value, that may be imported or exported during a specified period, and of any change in such amount or period; and

(b) If it makes allotments to any third country, it shall afford such other Party a share proportionate to the amount of the product, by quantity or value, supplied by or to it during a previous representative period, due consideration being given to any special factors affecting the trade in such product.

4. Either Party may impose prohibitions or restrictions on sanitary or other customary grounds of a noncommercial nature, or in the interest of preventing deceptive or unfair practices, provided such prohibitions or restrictions do not arbitrarily discriminate against the commerce of the other Party.

5. Nationals and companies of either Party shall be accorded national treatment and most-favored-nation treatment by the other Party with respect to all matters relating to importation and exportation.

6. The provisions of the present Article shall not apply to advantages accorded by either Party:

(a) to products of its national fisheries;

(b) to adjacent countries in order to facilitate frontier traffic; or

(c) by virtue of a customs union or free-trade area of which it may become a member, so long as it informs the other Party of its plans and affords such other Party adequate opportunity for consultation.

7. Notwithstanding the provisions of paragraphs 2 and 3 (b) of the present Article, a Party may apply restrictions or controls on importation and exportation of goods that have effect equivalent to, or which are necessary to make effective, exchange restrictions applied pursuant to Article XII. However, such restrictions or controls shall depart no more than necessary from the aforesaid paragraphs and shall be conformable with a policy designed to promote the maximum development of nondiscriminatory foreign trade and to expedite the attainment both of a balance-of-payments position and of monetary reserves which will obviate the necessity of such restrictions.

ARTICLE XV

1. Each Party shall promptly publish laws, regulations and administrative rulings of general application pertaining to rates of duty, taxes or other charges, to the classification of articles for customs purposes, and to requirements or restrictions on imports and exports or the transfer of payments therefor, or affecting their sale, distribution or use; and shall administer such laws, regulations and rulings in a uniform, impartial and reasonable manner. As a general practice, new administrative requirements or restrictions affecting imports, with the exception of those imposed on sanitary grounds or for reasons of public safety, shall not go into effect before the expiration of 30 days after publication, or alternatively, shall not apply to products en route at time of publication.

2. Each Party shall provide an appeals procedure under which nationals and companies of the other Party, and importers of products of such other Party, shall be able to obtain prompt and impartial review, and correction when warranted, of administrative action relating to customs matters, including the imposition of fines and penalties, confiscations, and rulings on questions of customs classification and valuation by the administrative authorities. Penalties imposed for infractions of the customs and shipping laws and regulations concerning documentation shall, in cases resulting from clerical errors

or when good faith can be demonstrated, be no greater than necessary to serve merely as a warning.

3. Neither Party shall impose any measure of a discriminatory nature that hinders or prevents the importer or exporter of products of either country from obtaining marine insurance on such products in companies of either Party. The present paragraph is subject to the provisions of Article XII.

ARTICLE XVI

1. Products of either Party shall be accorded, within the territories of the other Party, national treatment and most-favored-nation treatment in all matters affecting internal taxation, sale, distribution, storage and use.

2. Articles produced by nationals and companies of either Party within the territories of the other Party, or by companies of the latter Party controlled by such nationals and companies, shall be accorded therein treatment no less favorable than that accorded to like articles of national origin by whatever person or company produced, in all matters affecting exportation, taxation, sale, distribution, storage and use.

ARTICLE XVII

1. Each Party undertakes (a) that enterprises owned or controlled by its Government, and that monopolies or agencies granted exclusive or special privileges within its territories, shall make their purchases and sales involving either imports or exports affecting the commerce of the other Party solely in accordance with commercial considerations, including price, quality, availability, marketability, transportation and other conditions of purchase or sale; and (b) that the nationals, companies and commerce of such other Party shall be afforded adequate opportunity, in accordance with customary business practice, to compete for participation in such purchases and sales.

2. Each Party shall accord to the nationals, companies and commerce of the other Party fair and equitable treatment, as compared with that accorded to the nationals, companies and commerce of any third country, with respect to: (a) the governmental purchase of supplies, (b) the awarding of concessions and other government contracts, and (c) the sale of any service sold by the Government or by any monopoly or agency granted exclusive or special privileges.

ARTICLE XVIII

1. The two Parties agree that business practices which restrain competition, limit access to markets or foster monopolistic control, and which are engaged in or made effective by one or more private

or public commercial enterprises or by combination, agreement or other arrangement among such enterprises, may have harmful effects upon commerce between their respective territories. Accordingly, each Party agrees upon the request of the other Party to consult with respect to any such practices and to take such measures as it deems appropriate with a view to eliminating such harmful effects.

2. No enterprise of either Party, including corporations, associations, and government agencies and instrumentalities, which is publicly owned or controlled shall, if it engages in commercial, industrial, shipping or other business activities within the territories of the other Party, claim or enjoy, either for itself or for its property, immunity therein from taxation, suit, execution of judgment or other liability to which privately owned and controlled enterprises are subject therein.

ARTICLE XIX

1. Between the territories of the two Parties there shall be freedom of commerce and navigation.

2. Vessels under the flag of either Party, and carrying the papers required by its law in proof of nationality, shall be deemed to be vessels of that Party both on the high seas and within the ports, places and waters of the other Party.

3. Vessels of either Party shall have liberty, on equal terms with vessels of the other Party and on equal terms with vessels of any third country, to come with their cargoes to all ports, places and waters of such other Party open to foreign commerce and navigation. Such vessels and cargoes shall in all respects be accorded national treatment and most-favored-nation treatment within the ports, places and waters of such other Party.

4. Vessels of either Party shall be accorded national treatment and most-favored-nation treatment by the other Party with respect to the right to carry all products that may be carried by vessel to or from the territories of such other Party; and such products shall be accorded treatment no less favorable than that accorded to like products carried in vessels of such other Party, with respect to: (a) duties and charges of all kinds, (b) the administration of the customs, and (c) bounties, drawbacks and other privileges of this nature.

5. Vessels of either Party, in case of shipwreck, stranding, or of being forced to put into the ports, places and waters of the other Party, whether or not open to foreign commerce and navigation, shall enjoy the same assistance and protection as are in like cases enjoyed by vessels of such other Party or of any third country, and shall not be subject to any duties or charges other than those which would be payable in like circumstances by vessels of such other Party or of any

third country. The cargoes of such vessels of either Party and all articles salvaged from them shall be exempt from customs duties unless entered for consumption within the territories of the other Party; but articles not entered for consumption may be subject to measures for the protection of the revenue pending their exit from the country.

6. Notwithstanding any other provision of the present Treaty, each Party may reserve exclusive rights and privileges to its own vessels with respect to the coasting trade, national fisheries and inland navigation, or may admit foreign vessels thereto only on a reciprocity basis.

7. The term "vessels", as used herein, means all types of vessels, whether privately owned or operated, or publicly owned or operated; but this term does not, except with reference to paragraphs 2 and 5 of the present Article, include fishing vessels or vessels of war.

Article XX

There shall be freedom of transit through the territories of each Party by the routes most convenient for international transit:

(a) for nationals of the other Party, together with their baggage;

(b) for other persons, together with their baggage, en route to or from the territories of such other Party; and

(c) for products of any origin en route to or from the territories of such other Party.

Such persons and things in transit shall be exempt from customs duties, from duties imposed by reason of transit, and from unreasonable charges and requirements; and shall be free from unnecessary delays and restrictions. They shall, however, be subject to measures referred to in paragraph 3 of Article I, and to nondiscriminatory regulations necessary to prevent abuse of the transit privilege.

Article XXI

1. The present Treaty shall not preclude the application of measures:

(a) regulating the importation or exportation of gold or silver;

(b) relating to fissionable materials, to radioactive by-products of the utilization or processing thereof, or to materials that are the source of fissionable materials;

(c) regulating the production of or traffic in arms, ammunition and implements of war, or traffic in other materials carried on directly or indirectly for the purpose of supplying a military establishment;

(d) necessary to fulfill the obligations of a Party for the maintenance or restoration of international peace and security, or necessary to protect its essential security interests; and

(e) denying to any company in the ownership or direction of which nationals of any third country or countries have directly or indirectly the controlling interest, the advantages of the present Treaty, except with respect to recognition of juridical status and with respect to access to courts of justice and to administrative tribunals and agencies.

2. The most-favored-nation provisions of the present Treaty relating to the treatment of goods shall not apply to advantages accorded by the United States of America or its Territories and possessions to one another, to the Republic of Cuba, to the Republic of the Philippines, to the Trust Territory of the Pacific Islands or to the Panama Canal Zone.

3. The provisions of the present Treaty relating to the treatment of goods shall not preclude action by either Party which is required or specifically permitted by the General Agreement on Tariffs and Trade [1] during such time as such Party is a contracting party to the General Agreement. Moreover, either Party may withhold advantages negotiated under the aforesaid Agreement from those countries which by their own choice are not contracting parties thereto.

4. Nationals of either Party admitted into the territories of the other Party for limited purposes shall not enjoy rights to engage in gainful occupations in contravention of limitations expressly imposed, according to law, as a condition of their admittance.

5. Nothing in the present Treaty shall be deemed to grant or imply any right to engage in political activities.

ARTICLE XXII

1. The term "national treatment" means treatment accorded within the territories of a Party upon terms no less favorable than the treatment accorded therein, in like situations, to nationals, companies, products, vessels or other objects, as the case may be, of such Party.

2. The term "most-favored-nation treatment" means treatment accorded within the territories of a Party upon terms no less favorable than the treatment accorded therein, in like situations, to nationals, companies, products, vessels or other objects, as the case may be, of any third country.

3. As used in the present Treaty, the term "companies" means corporations, partnerships, companies and other associations, whether

[1] Treaties and Other International Acts Series 1700; 61 Stat., pts. 5 and 6.

or not with limited liability and whether or not for pecuniary profit. Companies constituted under the applicable laws and regulations within the territories of either Party shall be deemed companies thereof and shall have their juridical status recognized within the territories of the other Party.

4. National treatment accorded under the provisions of the present Treaty to companies of Japan shall, in any State, Territory or possession of the United States of America, be the treatment accorded therein to companies created or organized in other States, Territories, and possessions of the United States of America.

Article XXIII

The territories to which the present Treaty extends shall comprise all areas of land and water under the sovereignty or authority of each Party, other than the Panama Canal Zone and the Trust Territory of the Pacific Islands, except to the extent that the President of the United States of America shall by proclamation extend provisions of the Treaty to such Trust Territory.

Article XXIV

1. Each Party shall accord sympathetic consideration to, and shall afford adequate opportunity for consultation regarding, such representations as the other Party may make with respect to any matter affecting the operation of the present Treaty.

2. Any dispute between the Parties as to the interpretation or application of the present Treaty, not satisfactorily adjusted by diplomacy, shall be submitted to the International Court of Justice, unless the Parties agree to settlement by some other pacific means.

Article XXV

1. The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at Washington as soon as possible.

2. The present Treaty shall enter into force one month after the day of exchange of ratifications. It shall remain in force for ten years and shall continue in force thereafter until terminated as provided herein.

3. Either Party may, by giving one year's written notice to the other Party, terminate the present Treaty at the end of the initial ten-year period or at any time thereafter.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the present Treaty and have affixed hereunto their seals.

DONE in duplicate, in the English and Japanese languages, both equally authentic, at Tokyo, this second day of April, one thousand nine hundred fifty three.

FOR THE UNITED STATES OF AMERICA:

ROBERT MURPHY

FOR JAPAN:

KATSUO OKAZAKI

[SEAL] [SEAL]

PROTOCOL

At the time of signing the Treaty of Friendship, Commerce and Navigation between the United States of America and Japan, the undersigned Plenipotentiaries, duly authorized by their respective Governments, have further agreed on the following provisions, which shall be considered integral parts of the aforesaid Treaty:

1. The term "access to the courts of justice and to administrative tribunals and agencies" as used in Article IV, paragraph 1, comprehends, among other things, legal aid and security for costs and judgment.

2. The provisions of Article VI, paragraph 3, providing for the payment of compensation shall extend to interests held directly or indirectly by nationals and companies of either Party in property which is taken within the territories of the other Party.

3. The term "public utility enterprises" as used in Article VII, paragraph 2, is deemed to include enterprises engaged in furnishing communications services, water supplies, transportation by bus, truck or rail, or in manufacturing and distributing gas or electricity, to the general public.

4. With reference to Article VII, paragraph 4, either Party may require that rights to engage in mining shall be dependent on reciprocity. Furthermore, Japan shall not be obliged by the terms of that paragraph to accord to enterprises of nationals and companies of the United States of the types mentioned in the first sentence of paragraph 2 of Article VII more favorable treatment than that accorded by the State or Territory of the United States of America in which such national is domiciled, or pursuant to the laws of which such company is organized, or in which, if such company is organized under Federal law, such company has its principal office, to the enterprises of nationals and companies of Japan.

5. The provisions of Article VIII, paragraph 2, shall not extend to the professions of notary public and port pilot.

6. Either Party may impose restrictions on the introduction of foreign capital as may be necessary to protect its monetary reserves as provided in Article XII, paragraph 2.

7. With reference to Article XIV, paragraph 4, it is understood that either Party, acting in accordance with its laws, may prohibit the im-

portation into its territory, or seize, or otherwise restrict or regulate the sale of any goods with respect to which there has been failure to comply with marking requirements established to assure that the true geographic or commercial origin of such goods is correctly represented. Furthermore, each Party agrees to take appropriate steps to prevent misrepresentations, direct or indirect, that goods produced or sold in or exported from its territory originate within the territory of the other Party or any distinctive place within such territory.

8. During periods of emergency resulting in reduced availabilities of industrial raw materials and basic foodstuffs, the provisions of Article XVI, paragraph 1, of the present Treaty shall not prevent the application by either Party of needed controls over the internal sale, distribution or use of imported articles of categories which may be in short supply, other than or different from controls applied with respect to like articles of national origin. If imposed, such controls shall be applied by either Party in such a manner as to minimize injury to the competitive position within its territories of the commerce of the other Party, and shall be continued no longer than required by the supply situation.

9. Notwithstanding the national treatment provisions of Article XVI, paragraph 1, a Party may maintain screen quota regulations that require the exhibition of cinematograph films of national origin during a specified minimum portion of the screen time actually utilized by exhibitors for the commercial exhibition of all films. Screen quotas shall be computed on the basis of screen time per theatre per year or the equivalent thereof, and shall be subject to consultation.

10. It is understood that for the purposes of Article XVII, paragraph 1, availability of means of payment is considered to be a commercial consideration.

11. The provisions of Article XVII, paragraph 2 (b) and (c), and of Article XIX, paragraph 4, shall not apply to postal services.

12. The provisions of Article XXI, paragraph 2, shall apply in the case of Puerto Rico regardless of any change that may take place in its political status.

13. Article XXIII does not apply to territories under the authority of either Party solely as a military base or by reason of temporary military occupation, or to Nansei Shoto south of 29 degrees north latitude (including the Ryukyu Islands and the Daito Islands), Nanpo Shoto south of Sofu Gan (including the Bonin Islands, Rosario Island and the Volcano Islands) and Parece Vela and Marcus Island, the status of which is provided for in Article 3 of the Treaty of Peace with Japan signed at San Francisco on September 8, 1951.[1]

[1] Treaties and Other International Acts Series 2490; 3 UST, pt. 3, p. 3169.

60602 O - 56(Part 2) - 42

14. The most-favored-nation treatment provisions of the present Treaty shall not apply with respect to those rights and privileges which may be accorded by Japan to: (a) persons who originated in the territories to which all right, title and claim were renounced by Japan in accordance with Article 2 of the Treaty of Peace with Japan signed at San Francisco on September 8, 1951; or (b) the native inhabitants and vessels of, and trade with, the islands mentioned in Article 3 of the said Treaty of Peace.

15. During a transitional period of three years from the date of the coming into force of the present Treaty, Japan may continue to apply existing restrictions on the purchase by aliens, with yen, of outstanding shares in Japanese enterprises.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed this Protocol and have affixed hereunto their seals.

DONE in duplicate, in the English and Japanese languages, both equally authentic, at Tokyo, this second day of April, one thousand nine hundred fifty three.

FOR THE UNITED STATES OF AMERICA:

ROBERT MURPHY

FOR JAPAN:

KATSUO OKAZAKI

[SEAL] [SEAL]

アメリカ合衆国と日本国との間の友好通商航海条約

アメリカ合衆国及び日本国は、両国の間に伝統的に存在する平和及び友好の関係を強化し、並びに両国の国民の間の一層緊密な経済的及び文化的関係を促進することを希望し、また、相互に有利な通商関係を助長し、相互に有益な投資を促進し、並びに相互の権利及び特権を定める取極によつてそれらの目的の達成に寄与することができることを認識しているので、無条件に与えられる最恵国待遇及び内国民待遇の原則を一般的に基礎とする友好通商航海条約を締結することに決定し、そのため、次のとおりそれぞれの全権委員を任命した。

アメリカ合衆国

日本国駐在アメリカ合衆国特命全権大使　ロバート・マーフィー

日本国

日本国外務大臣　岡崎勝男

これらの全権委員は、互にその全権委任状を示し、それが妥当であると認められた後、次の諸条を協定した。

第一条

1 いずれの一方の締約国の国民も、(a)両締約国の領域の間における貿易を営み、若しくはこれに関連する商業活動を行う目的をもつて、(b)当該国民が相当な額の資本を投下した企業若しくは当該国民が現に相当な額の資本を投下する過程にある企業を発展させ、若しくはその企業の運営を指揮する目的をもつて、又は(c)外国人の入国及び在留に関する法令の認めるその他の目的をもつて、他方の締約国の領域に入り、及びその領域に在留することを許される。

2 いずれの一方の締約国の国民も、他方の締約国の領域内において、(a)自由に旅行し、及び自己が選んだ場所に居住し、(b)良心の自由を享有し、(c)公私の宗教上の儀式を行い、

(d)国外の公衆に周知させるため資料を収集し、及び送付し、並びに(e)当該領域の内外にある他の者と郵便、電信その他一般に公衆の用に供される手段によつて通信することを許される。

3 本条の規定は、公の秩序を維持し、及び公衆の健康、道徳又は安全を保護するため必要な措置を執る締約国の権利の行使を妨げるものではない。

第二条

1 いずれの一方の締約国の国民も、他方の締約国の領域内において、いかなる種類の不法な迫害も受けることはなく、且つ、いかなる場合にも国際法の要求する保護及び保障よりも少くない不断の保護及び保障を受けるものとする。

2 いずれか一方の締約国の領域内で他方の締約国の国民が抑留された場合には、その者の要求に基き、もよりの地にあるその者の本国の領事官に直ちに通告されるものとする。

その者は、(a)相当且つ人道的な待遇を受け、(b)自己に対する被疑事実を正式に且つ直ちに告げられ、(c)自己の防ぎょのための適当な準備に支障がない限りすみやかに裁判に付され、及び(d)自己の防ぎょに当然必要なすべての手段（自己が選任する資格のある弁護人の役務を含む。）を与えられる。

第三条

1 いずれの一方の締約国の国民も、他方の締約国の領域内において、雇用されている間に業務の結果生じた疾病、負傷若しくは死亡又は業務の性質に起因する疾病、負傷若しくは死亡を理由として行う金銭上の補償その他の給付又は役務の提供を定める法令の適用について、内国民待遇を与えられる。

2 本条1に規定する権利及び特権の外、いずれの一方の締約国の国民も、他方の締約国の領域内において、(a)老齢、失業、疾病若しくは身体障害による賃金若しくは所得の喪

失又は(b)父、夫その他自己を扶養する者の死亡による経済的扶助の喪失に対し経済上の需要を個別的に審査しないで給付を行う強制的な社会保障制度を定める法令の適用について、内国民待遇を与えられる。

第四条

1 いずれの一方の締約国の国民及び会社も、その権利の行使及び擁護については、他方の締約国の領域内ですべての審級の裁判所の裁判を受け、及び行政機関に対して申立をする権利に関して、内国民待遇及び最恵国待遇を与えられる。いずれか一方の締約国の会社で他方の締約国の領域内で活動を行つていないものは、その領域内において、登記その他これに類する要件を課されないで、それらの裁判を受け、及び申立をする権利を有するものとする。

2 一方の締約国の国民又は会社と他方の締約国の国民又は会社との間に締結された仲裁

による紛争の解決を規定する契約は、いずれの一方の締約国の領域内においても、仲裁手続のために指定された地がその領域外にあるという理由又は仲裁人のうちの一人若しくは二人以上がその締約国の国籍を有しないという理由だけでは、執行することができないものと認めてはならない。その契約に従つて正当にされた判断で、判断がされた地の法令に基いて確定しており、且つ、執行することができるものは、公の秩序及び善良の風俗に反しない限り、いずれの一方の締約国の管轄裁判所に提起される執行判決を求める訴に関しても既に確定しているものとみなされ、且つ、その判断についてその裁判所から執行判決の言渡を受けることができる。その言渡があつた場合には、その判断に対しては、その地でされる判断に対して与える特権及び執行の手段と同様の特権及び執行の手段を与えるものとする。アメリカ合衆国の領域外でされた判断は、アメリカ合衆国のいずれの州のいずれの裁判所においても、他の諸州でされる判断が受ける承認と同

様の限度においてのみ、承認を受けることができるものとする。

第五条

1 いずれの一方の締約国も、他方の締約国の国民又は会社がその設立した企業、その資本又はその提供した技能、技芸若しくは技術に関し適法に取得した権利又は利益で当該一方の締約国の領域内にあるものを害する虞がある不当な又は差別的な措置を執つてはならない。いずれの一方の締約国も、他方の締約国の国民及び会社が自国の経済的発展のため必要な資本、技能、技芸及び技術を衡平な条件で取得することを不当に妨げてはならない。

2 両締約国は、特にそれぞれの領域内における生産力の増進及び生活水準の向上のため、科学及び技術に関する知識の交換及び利用を促進することに協力することを約束する。

第六条

1 いずれの一方の締約国の国民及び会社の財産も、他方の締約国の領域内において、不断の保護及び保障を受けるものとする。

2 いずれの一方の締約国の国民及び会社も、その住居、事務所、倉庫、工場その他の建造物で他方の締約国の領域内にあるものについては、不法な侵入及び妨害を受けないものとする。当該建造物及びその中にある物件について必要がある場合に行う当局の捜索及び検査は、占有者の便宜及び業務の遂行に周到な考慮を払い、法令に従つてのみ行うものとする。

3 いずれの一方の締約国の国民及び会社の財産も、他方の締約国の領域内において、公共のためにする場合を除く外、収用し、又は使用してはならず、また、正当な補償を迅速に行わないで収用し、又は使用してはならない。その補償は、実際に換価することが

できるもので行わなければならず、また、収用し、又は使用した財産に充分相当する価額のものでなければならない。その補償を決定し、及び実施するため、収用若しくは使用の際又はその前に、適当な準備をしなければならない。

4 いずれの一方の締約国の国民及び会社も、他方の締約国の領域内において、本条2及び3に規定する事項に関しては、いかなる場合にも、内国民待遇及び最恵国待遇よりも不利でない待遇を与えられる。更に、いずれか一方の締約国の国民又は会社が実質的な利益を有する企業は、他方の締約国の領域内において、私有企業を公有に移し、又は公の管理の下に置くことに関するすべての事項について、内国民待遇及び最恵国待遇よりも不利でない待遇を与えられる。

第七条

1 いずれの一方の締約国の国民及び会社も、直接であると、代理人によつてであると、

又は何らかの形態の適法な団体を通じてであるとを問わず、他方の締約国の領域内ですべての種類の商業、工業、金融業その他の事業の活動を行うこと、従つて、(a)支店、代理店、事務所、工場その他その事業の遂行のため適当な施設を設置し、及び維持し、(b)会社に関する当該他方の締約国の一般法に基いて会社を組織し、及び当該他方の締約国の会社における過半数の利益を取得し、並びに(c)自己が設立し、又は取得した企業を支配し、及び経営することに関して、内国民待遇を与えられる。更に、当該国民又は会社が支配する企業は、個人所有の形式であると、会社の形式その他のいずれの形式であるとを問わず、その事業の遂行に関連するすべての事項について、当該他方の締約国の国民又は会社が支配する同様の企業が与えられる待遇よりも不利でない待遇を与えられる。

2 各締約国は、外国人が、その締約国の領域内で公益事業を行う企業若しくは造船、航空運送、水上運送、銀行業務（預金業務又は信託業務に限る。）若しくは土地その他の

天然資源の開発を行う企業を設立し、当該企業における利益を取得し、又は当該企業を営むことができる限度を定める権利を留保する。但し、いずれか一方の締約国が、その領域内でそれらの事業を営むことに関して外国人に内国民待遇を与える限度について新たに行う制限は、その実施の際その領域内でそれらの事業を行つており、且つ、他方の締約国の国民又は会社が所有し、又は支配している企業に対しては、適用しない。更に、いずれの一方の締約国も、他方の締約国の運送事業、通信事業又は銀行業を営む会社に対し、その会社が行うことを許される本質的に国際的な業務に必要な機能を営むための支店及び代理店を維持する権利を否認してはならない。

3 本条1の規定は、いずれか一方の締約国が外国人の支配する企業の自国領域内における設立に関して特別の手続を定めることを妨げるものではない。但し、その手続は、本条1に規定する権利を実質的に害するものであつてはならない。

4 各締約国の国民及び会社並びに当該国民又は会社が支配する企業は、本条に規定する事項については、いかなる場合にも、最恵国待遇を与えられる。

第八条

1 いずれの一方の締約国の国民及び会社も、他方の締約国の領域内において、自己が選んだ会計士その他の技術者、高級職員、弁護士、代理を業とする者その他の専門家を用いることを許される。更に、当該国民及び会社は、当該領域内における自己の企業又は自己が財政的利益を有する企業の企画及び運営に関し、もつぱら自己のために検査、監査及び技術的調査を行わせ、並びに自己に報告させるという特定の目的で、当該領域内で自由職業に従事するための資格のいかんを問わず、会計士その他の技術者を用いることを許される。

2 いずれの一方の締約国の国民も、外国人たることのみを理由としては、他方の締約国

の領域内で自由職業に従事することを禁止されることはない。当該国民は、資格、居住及び権限に関する要件で当該他方の締約国の国民に対して適用されるものに従うことを条件として、当該領域内で自由職業に従事することを許される。

3 いずれの一方の締約国の国民及び会社も、他方の締約国の領域内で学術、教育、宗教及び慈善の活動を行うことに関して、内国民待遇及び最恵国待遇を与えられ、且つ、その活動を行うため当該他方の締約国の法令に基いて団体を組織する権利を与えられる。

第九条

1 いずれの一方の締約国の国民及び会社も、他方の締約国の領域内において、(a)第七条又は第八条に基いて行うことを許される活動の遂行及び居住のため適当な土地、建物その他の不動産を賃借し、占有し、及び使用することに関する内国民待遇並びに(b)他方の締約国の関係法令で認められる不動産に関するその他の権利を与えられる。

2 いずれの一方の締約国の国民及び会社も、他方の締約国の領域内において、すべての種類の動産（無体財産を含む。）を購入、賃借その他の方法によつて取得し、所有し、及び占有することに関して、内国民待遇及び最恵国待遇を与えられる。但し、いずれの一方の締約国も、公共の安全の見地から危険と認められる物及び第七条2の第一文に掲げる活動を行う企業における利益を外国人が所有することについては、第七条その他この条約の規定によつて保障される権利及び特権を害しない範囲内において、制限することができる。

3 いずれの一方の締約国の国民及び会社も、他方の締約国の領域内にある財産を遺言によると否とを問わず遺産として取得することに関し、当該国民又は会社が外国人又は外国の会社であるという理由で内国民待遇を与えられない場合には、その財産を自由に処分することを許され、且つ、その処分をするため五年を下らない期間を与えられる。

60602 O - 56(Part 2) - 43

4 いずれの一方の締約国の国民及び会社も、他方の締約国の領域内において、すべての種類の財産の処分に関して、内国民待遇及び最恵国待遇を与えられる。

第十条

いずれの一方の締約国の国民及び会社も、他方の締約国の領域内において、特許権の取得及び保有並びに商標、営業用の名称及び営業用の標章に関する権利並びにすべての種類の工業所有権に関して、内国民待遇及び最恵国待遇を与えられる。

第十一条

1 いずれか一方の締約国の国民で他方の締約国の領域内に居住するもの及びいずれか一方の締約国の国民又は会社で他方の締約国の領域内で貿易その他の営利的活動又は学術、教育、宗教若しくは慈善の活動を行うものは、当該領域内において、所得、資本、取引、活動その他の客体について課される租税、手数料その他の課徴金又はその賦課及び徴収

に関する要件について、当該他方の締約国の国民又は会社が負担する課徴金又は要件よりも重い課徴金又は要件を課されることはない。

2 いずれか一方の締約国の国民で他方の締約国の領域内に居住せず、且つ、貿易その他の営利的活動を行わないもの及びいずれか一方の締約国の会社で他方の締約国の領域内で貿易その他の営利的活動を行わないものに関しては、当該他方の締約国は、本条1に規定する原則を一般に適用することを目標としなければならない。

3 いずれの一方の締約国の国民及び会社も、他方の締約国の領域内において、所得、資本、取引、活動その他の客体について課される租税、手数料その他の課徴金又はその賦課及び徴収に関する要件について、いかなる場合にも、第三国の国民、第三国に居住する者及び第三国の会社が負担する課徴金又は要件よりも重い課徴金又は要件を課されることはない。

4 いずれか一方の締約国の会社で他方の締約国の領域内で貿易その他の営利的活動を行うもの及びいずれか一方の締約国の国民で他方の締約国の領域内で貿易その他の営利的活動を行うが当該領域内に居住しないものについては、当該他方の締約国は、所得、資本その他の標準による租税、手数料その他の課徴金で当該領域に対して適正に割り当てられ、又はあん分される課徴金をこえるものを課してはならず、また、当該領域に対して適正に割り当てられ、又はあん分される額に達しない額の控除及び免除を認めてはならない。もつぱら学術、教育、宗教又は慈善の目的のため組織され、且つ、運営される会社についても、また、同様とする。

5 各締約国は、(a)相互主義に基いて租税に関する特定の利益を与える権利、(b)二重課税の防止又は歳入の相互的保護のための協定に基いて租税に関する特別の利益を与える権利並びに(c)自国民及び隣接国に居住する者に対し所得に関する租税及び相続税に関する

個人的な免除で自国に居住しないその他の者に認める当該免除よりも有利なものを認める権利を留保する。

第十二条

1 いずれの一方の締約国の国民及び会社も、両締約国の領域の間及び他方の締約国の領域と第三国の領域との間における支払、送金及び資金又は金銭証券の移転に関して、当該他方の締約国により内国民待遇及び最恵国待遇を与えられる。

2 いずれの一方の締約国も、その通貨準備の水準が著しく低下することを防止し、又は著しく低い通貨準備を適度に増加するため必要な範囲内で行う場合を除く外、本条5に定める為替制限を行つてはならない。本条の規定は、いずれか一方の締約国が国際通貨基金に対して負う義務を変更するものではなく、また、国際通貨基金が特定の為替制限を行うことを締約国に特に認め、又は要請する場合にその為替制限を行うことを妨げる

ものではない。

3 いずれの一方の締約国も、前記の2に従つて為替制限を行う場合には、自国民の保健及び福祉に欠くことができない貨物及び役務のための外国為替の利用を確保するため必要なすべての準備をした後、(a)第六条3に掲げる補償として支払われた額、(b)給与、利子、配当金、手数料、権利の使用料、技術的役務に対する報酬その他の所得の額並びに(c)借入金の償還、直接投下資本の償却及び資本の移転に係る額の、他方の締約国の通貨で表示された外国為替による回収について、その他の取引のための特別の需要を考慮して適当な準備をしなければならない。二以上の為替相場が実施されている場合には、当該回収に適用される相場は、国際通貨基金によつて当該取引のため特に承認された相場又は、その承認された相場がないときは、正当な実効相場（為替の取引についての租税又は手数料を含む。）でなければならない。

4 為替制限は、いずれの一方の締約国も、他方の締約国の国民及び会社の請求権、投資、運送、貿易その他の利益又は競争的地位に対して不必要に有害な又は恣意的に差別的な方法で行つてはならない。

5 本条において「為替制限」とは、いずれか一方の締約国が課するすべての制限、規制、課徴金、租税その他の要件で、両締約国の領域の間における支払、送金又は資金若しくは金銭証券の移転について負担又は妨害となるものをいう。

第十三条

いずれか一方の締約国の国民及び会社で当該締約国の領域内で事業を行うものを代理する商業旅行者は、他方の締約国の領域に入り、及びその領域から出る際並びにその領域に在留する間、関税その他の事項（第十一条5に規定する例外に従うことを条件として、当該商業旅行者、その携帯する見本及び注文の取集めについて課される租税その他の課徴金

を含む。）及びその業務の遂行を規律する規制に関して、最恵国待遇を与えられる。

第十四条

1 各締約国は、いずれの場所から到着したかを問わず、また、運送手段の種類のいかんを問わず、他方の締約国の産品に対し、並びに、径路及び運送手段の種類のいかんを問わず、他方の締約国の領域への輸出に向けられる産品に対し、輸出若しくは輸入に対し若しくはこれに関連して課され、又は輸出品若しくは輸入品のための支払手段の国際的移転に対して課されるすべての種類の関税及び課徴金、当該関税及び課徴金の賦課の方法並びに輸出及び輸入に関連するすべての規則及び手続に関して、最恵国待遇を与える。

2 いずれの一方の締約国も、他方の締約国の産品の輸入又は他方の締約国の領域への産品の輸出について制限又は禁止をしてはならない。但し、すべての第三国の同様の産品の輸入又はすべての第三国への同様の産品の輸出が同様に制限され、又は禁止される場

合は、この限りでない。

3 いずれの一方の締約国も、他方の締約国が重大な利害関係を有する産品の輸出又は輸入について最的制限をする場合には、

(a) 当該一方の締約国は、特定の期間中に輸出し、又は輸入することができる産品の総数量又は総価額及びその総数量若しくは総価額又は期間の変更について、原則として事前に公表しなければならない。

(b) 当該一方の締約国は、いずれかの第三国に割当を行うときは、その産品の貿易に影響を与える特別の要因に妥当な考慮を払つた上で、他方の締約国が以前の代表的な期間中に供給し、又は供給された産品の総数量又は総価額に比例する割当を当該他方の締約国に与えなければならない。

4 いずれの一方の締約国も、衛生上の理由その他商業的性質を有しない慣習上の理由に

より、又は詐欺的の若しくは不公正な慣行を防止するため、禁止又は制限をすることができる。但し、その禁止又は制限は、他方の締約国の通商に対して恣意的な差別をするものであつてはならない。

5 いずれの一方の締約国の国民及び会社も、輸出及び輸入に関するすべての事項について、他方の締約国により内国民待遇及び最恵国待遇を与えられる。

6 本条の規定は、いずれか一方の締約国が与える次の利益には適用しない。

(a) 内国漁業の産品に与える利益

(b) 国境貿易を容易にするため隣接国に与える利益

(c) 当該一方の締約国が加盟国となる関税同盟又は構成地域となる自由貿易地域の存在に基いて与える利益。但し、当該一方の締約国が、自国の計画を他方の締約国に通報し、且つ、協議のための適当な機会を当該他方の締約国に与える場合に限る。

7 本条2及び3(a)を除く。)の規定にかかわらず、締約国は、貨物の輸出及び輸入について、第十二条に従つて行われる為替制限と同等の効果を有し、又はその為替制限を効果的にするため必要とされる制限又は統制をすることができる。但し、その制限又は統制は、それらの規定から不必要に逸脱してはならず、また、外国との間の非差別的な貿易の最大限度の発展を助長し、並びにその制限の必要を除去するに足りる国際収支状況及び通貨準備をもたらすための政策に適合するものでなければならない。

第十五条

1 各締約国は、法令及び一般に適用する行政上の決定で、関税、租税その他の課徴金の額、関税のための品目分類並びに輸出品及び輸入品若しくはそのための支払手段の移転についての要件若しくは制限に関するもの又は輸出品及び輸入品の販売、分配若しくは使用に影響を与えるものをすみやかに公表し、並びにその法令及び決定を一律、公平且

つ適切に実施しなければならない。行政上新たに定められる要件又は制限で輸入品に影響を与えるものは、衛生上又は公共の安全上の理由で課するものを除く外、一般の慣行として、公表後三十日を経過するまでの間は実施せず、又は公表の際輸送中である産品には適用しないものとする。

2 各締約国は、他方の締約国の国民及び会社並びに他方の締約国の産品を輸入する者が関税に関する事項に関する行政処分（過料を科し、その他不利益処分を行うこと、没取並びに行政機関が行う関税のための分類及び評価の問題についての決定を含む。）について迅速且つ公平な審査を受け、及び正当と認められた場合にその是正を求めることができる訴願及び出訴の手続を定めなければならない。関税及び海運に関する法令に対する違反で書類の作成に関するものを理由とする不利益処分は、当該違反が記載上の過誤から生じた場合又は善意によることが証明された場合には、単に警告として行うため必

要な限度をこえるものであつてはならない。

3 各締約国は、一方の締約国の産品を輸出し、又は輸入する者がその産品をいずれか一方の締約国の会社の海上保険に付することを妨げる差別的措置を執つてはならない。この規定は、第十二条の規定の適用を妨げるものではない。

第十六条

1 いずれの一方の締約国の産品も、他方の締約国の領域内において、国内における課税、販売、分配、保管及び使用に影響があるすべての事項に関して、内国民待遇及び最恵国待遇を与えられる。

2 いずれか一方の締約国の国民若しくは会社又はいずれか一方の締約国の国民若しくは会社の支配する他方の締約国の会社が当該他方の締約国の領域内で生産する物品は、その領域内において、輸出、課税、販売、分配、保管及び使用に影響があるすべての事項

に関して、生産する者又は会社のいかんを問わず内国原産の同様の物品が与えられる待遇よりも不利でない待遇を与えられる。

第十七条

1 各締約国は、(a)その政府が所有し、又は支配する企業及びその領域内で排他的の又は特別の特権を与えられた独占企業又は機関が、他方の締約国の通商に影響を与える輸出又は輸入を伴う販売又は購入を商業的考慮（価格、品質、入手可能性、市場性、運送その他販売又は購入の条件等に関する考慮をいう。）によつてのみ行うべきこと並びに(b)他方の締約国の国民、会社及び通商が、(a)に規定する販売又は購入に参加するため競争する適当な機会を通常の商慣行に従つて与えられるべきことを約束する。

2 各締約国は、他方の締約国の国民、会社及び通商に対し、(a)政府による需品の購入、(b)特権の賦与その他政府による契約及び(c)政府又は排他的の若しくは特別の特権を与え

られた独占企業若しくは機関が行う役務の販売に関しては、第三国の国民、会社及び通商に与える待遇と比べて公正且つ衡平な待遇を与えなければならない。

第十八条

1 両締約国は、競争を制限し、市場への参加を制限し、又は独占的支配を助長する事業上の慣行で商業を行う一若しくは二以上の公私の企業又はそれらの企業の間における結合、協定その他の取極により行われるものが、それぞれの領域の間における通商に有害な影響を与えることがあることについて、一致した意見を有する。従つて、各締約国は、他方の締約国の要請があるときは、それらのいかなる事業上の慣行に関しても協議し、及びその有害な影響を除去するため適当と認める措置を執ることに同意する。

2 いずれの一方の締約国の公の所有又は支配に属する企業（社団法人、団体及び政府機関を含む。）も、他方の締約国の領域内で商業、工業、海運業その他の事業の活動を行

う場合には、自己又は自己の財産のため、私の所有又は支配に属する企業が課税され、訴えられ、又は裁判の執行を受けることその他当該領域内で負う義務を当該領域内で免除されることを請求し、又はその免除を享有しないものとする。

第十九条

1 両締約国の領域の間においては、通商及び航海の自由があるものとする。

2 いずれか一方の締約国の国旗を掲げる船舶で、国籍の証明のため当該締約国の法令により要求される書類を備えているものは、公海並びに他方の締約国の港、場所及び水域において、当該一方の締約国の船舶と認められる。

3 いずれの一方の締約国の船舶も、他方の締約国の船舶及び第三国の船舶と均等の条件で、外国との間における通商及び航海のため開放された他方の締約国のすべての港、場所及び水域に積荷とともに入る自由を有する。その船舶及び積荷は、当該他方の締約国

の港、場所及び水域において、すべての事項に関して内国民待遇及び最恵国待遇を与えられる。

4 いずれの一方の締約国の船舶も、他方の締約国の領域に又はその領域から船舶で輸送することができるすべての産品を輸送する権利に関して、当該他方の締約国によつて内国民待遇及び最恵国待遇を与えられる。それらの産品は、(a)関税その他の課徴金、(b)税関事務及び(c)奨励金、関税の払いもどしその他この種の特権に関して、当該他方の締約国の船舶で輸送される同様の産品が与えられる待遇よりも不利でない待遇を与えられる。

5 いずれの一方の締約国の船舶も、難破し、座礁し、又は他方の締約国の港、場所若しくは水域（外国との間における通商及び航海のため開放されているかどうかを問わない。）にやむを得ず入つた場合には、当該他方の締約国又は第三国の船舶が同様の場合に受ける援助及び保護と同様の援助及び保護を受けるものとし、また、当該他方の締約国又は

60602 O - 56(Part 2) - 44

第三国の船舶が同様の場合に支払うべき租税その他の課徴金と異なる租税その他の課徴金を課されないものとする。いずれか一方の締約国の当該船舶の積荷及びその船舶から救い上げられたすべての物品は、他方の締約国の領域内における消費のため搬入された場合を除く外、関税を免除されるものとする。但し、消費以外の目的のため搬入された物品については、それが当該他方の締約国から搬出されるまでは、歳入の保護のための措置を執ることができる。

6 この条約の他のいかなる規定にもかかわらず、各締約国は、沿岸貿易、内国漁業及び内水航行に関して自国の船舶のため排他的の権利及び特権を留保し、又は相互主義に基く限り外国の船舶に沿岸貿易、内国漁業及び内水航行を許すことができる。

7 本条において「船舶」とは、私の所有又は運航に係るものであると、公の所有又は運航に係るものであるとを問わず、すべての種類の船舶をいう。但し、本条2及び5の場

合を除く外、漁船及び軍艦を含まないものとする。

第二十条

次の人及び物については、国際通過のため最も便利な径路により各締約国の領域を通過する自由があるものとする。

(a) 他方の締約国の国民及びその手荷物

(b) 他方の締約国の領域への又はその領域からの途中にあるその他の者及びその手荷物

(c) 他方の締約国の領域への又はその領域からの途中にある産品（原産地のいかんを問わない。）

それらの通過中の人及び物は、関税、通過を理由として課される租税並びに不当な課徴金及び要件を免除されるものとし、また、不必要に遅延させられず、及び不必要な制限を受けないものとする。但し、それらの人及び物は、第一条3に掲げる措置及び通過の特権

の濫用を防止するため必要な非差別的な規制に服するものとする。

第二十一条

1 この条約は、次の措置を執ることを妨げるものではない。

(a) 金又は銀の輸出又は輸入を規制する措置

(b) 核分裂性物質、核分裂性物質の利用若しくは加工による放射性副産物又は核分裂性物質の原料となる物質に関する措置

(c) 武器、弾薬及び軍需品の生産若しくは取引又は軍事施設に供給するため直接若しくは間接に行われるその他の物資の取引を規制する措置

(d) 国際の平和及び安全の維持若しくは回復に関する自国の義務を履行し、又は自国の重大な安全上の利益を保護するため必要な措置

(e) 第三国の国民がその所有又は管理について直接又は間接に支配的利益を有する会社

に対してこの条約に定める利益（法律上の地位を認めること並びに裁判所の裁判を受け、及び行政機関に対して申立をする権利を除く。）を拒否する措置

2 この条約中の貨物に関する最恵国待遇の規定は、アメリカ合衆国又はその準州若しくは属地が相互に与え、又はキューバ共和国、フィリピン共和国、太平洋諸島の信託統治地域若しくはパナマ運河地帯に与える利益については、適用しないものとする。

3 この条約中の貨物の待遇に関する規定は、いずれか一方の締約国が関税及び貿易に関する一般協定の当事国である間は、その締約国が同協定で要求され、又は特に許される措置を執ることを妨げるものではない。更に、いずれの一方の締約国も、その意思によつて同協定の当事国となつていない国に対しては、同協定に基いて取り極めた利益を与えなくてもよい。

4 いずれか一方の締約国の国民で特定の目的のため他方の締約国の領域に入ることを許

されるものは、その入国許可の条件として法令により明示的に課される制限に反して営利的職業に従事する権利を有しない。

5 この条約のいかなる規定も、政治的活動を行う権利を与え、又は認めるものと解してはならない。

第二十二条

1 「内国民待遇」とは、一締約国の領域内で与えられる待遇で、当該締約国のそれぞれ国民、会社、産品、船舶又はその他の対象が同様の場合にその領域内で与えられる待遇よりも不利でないものをいう。

2 「最恵国待遇」とは、一締約国の領域内で与えられる待遇で、第三国のそれぞれ国民、会社、産品、船舶又はその他の対象が同様の場合にその領域内で与えられる待遇よりも不利でないものをいう。

3 この条約において「会社」とは、有限責任のものであるかどうかを問わず、また、金銭的利益を目的とするものであるかどうかを問わず、社団法人、組合、会社その他の団体をいう。いずれか一方の締約国の領域内で関係法令に基いて成立した会社は、当該締約国の会社と認められ、且つ、その法律上の地位を他方の締約国の領域内で認められる。

4 この条約の規定に基いて日本国の会社に与えられる内国民待遇は、アメリカ合衆国のいずれの州、準州又は属地においても、当該地域においてアメリカ合衆国の他の州、準州又は属地で創設され、又は組織される会社に与えられる待遇とする。

第二十三条

この条約の適用を受ける領域は、各締約国の主権又は権力の下にある陸地及び水域のすべての区域とする。但し、パナマ運河地帯及び太平洋諸島の信託統治地域（アメリカ合衆国大統領が宣言によりこの条約の規定を適用する当該信託統治地域の部分を除く。）を除

く。

第二十四条

1 各締約国は、他方の締約国がこの条約の実施に関する事項について行う申入れに対しては、好意的考慮を払い、且つ、その申入れに関する協議のため適当な機会を与えなければならない。

2 この条約の解釈又は適用に関する両締約国の間の紛争で外交交渉により満足に調整されないものは、両締約国が何らかの平和的手段による解決について合意しなかつたときは、国際司法裁判所に付託するものとする。

第二十五条

1 この条約は、批准されなければならない。批准書は、できるだけすみやかにワシントンで交換されるものとする。

2 この条約は、批准書の交換の日の後一箇月で効力を生ずる。この条約は、十年間効力を有し、その後は、本条で定めるところにより終了するまで効力を存続する。

3 いずれの一方の締約国も、他方の締約国に対し一年前に文書による予告を与えることによつて、最初の十年の期間の満了の際又はその後いつでもこの条約を終了させることができる。

以上の証拠として、各全権委員は、この条約に署名調印した。

千九百五十三年四月二日に東京で、ひとしく正文である英語及び日本語により本書一通を作成した。

アメリカ合衆国のために

Robert Murphy

日本国のために

岡崎勝男

[SEAL] [SEAL]

議定書

アメリカ合衆国と日本国との間の友好通商航海条約に署名するに当つて、下名の全権委員は、各自の政府により正当に委任を受け、更に、同条約の不可分の一部と認められる次の規定を協定した。

1 第四条1における「裁判所の裁判を受け、及び行政機関に対して申立をする権利」には、特に、訴訟上の救助、訴訟費用の担保及び裁判のための担保に関する権利を含む。

2 補償の支払を定める第六条3の規定は、いずれか一方の締約国の領域内で収用され、又は使用される財産で他方の締約国の国民又は会社が直接又は間接に利益を有するものについて、準用する。

3 第七条2において「公益事業を行う企業」とは、公共のため通信事業、水道事業、バス、トラック、軌道若しくは鉄道による運送事業又はガス若しくは電気の製造若しくは

供給に関する事業を行う企業をいう。

4 第七条4に関しては、いずれの一方の締約国も、鉱業に従事する権利が相互主義に服すべきことを要求することができる。更に、日本国は、その規定によつて、第七条2の第一文に掲げる業種のアメリカ合衆国の国民又は会社の企業に対し、当該国民の住所地又は当該会社が組織されるについて従つた法令若しくは当該会社の主たる事務所の所在地（当該会社が連邦の法令に基いて組織されている場合に限る。）の属するアメリカ合衆国の州又は準州が日本国の国民又は会社の同種の企業に与える待遇よりも有利な待遇を与える義務を負うことはない。

5 第八条2の規定は、公証人及び水先人には適用しない。

6 いずれの一方の締約国も、外資の導入について、第十二条2で定める通貨準備の保護のため必要な制限をすることができる。

7 第十四条4に関しては、いずれの一方の締約国も、その法令に従い、貨物の表示に関する要件で貨物の真正の原産地又は製造元が正確に表示されることを確保するため定められるものに従つていない貨物について、自国の領域へのその輸入を禁止し、それを差し押え、その他何らかの方法でその販売を制限し、又は規制することができるものとする。更に、各締約国は、その領域内で生産され、若しくは販売され、又はその領域から輸出された貨物の原産地が他方の締約国の領域又はその領域内の容易に認識される場所であることを直接又は間接に表示する虚偽表示を防止するため適当な措置を執るべきことに同意する。

8 工業原料又は基本食糧の入手が困難である緊急期間中は、第十六条1の規定は、いずれか一方の締約国が、それらの種類に属する供給不足の輸入品の国内における販売、分配又は使用に対する必要な統制で内国原産の同様の物品に関して行う統制と異なるもの

を実施することを妨げるものではない。いずれの一方の締約国も、その統制を行う場合には、その領域内における他方の締約国の通商の競争的地位に対する損害を最少限度にとどめるような方法でその統制を行わなければならず、また、供給事情により必要と認められる期間をこえてその統制を継続してはならない。

9 第十六条1の内国民待遇の規定にかかわらず、締約国は、すべての映画フィルムの商業的上映のため上映者が実際に使用する映写時間中の最少限度の特定時間を内国原産の映画フィルムの上映に充てることを規定する映写時間の割当に関する規制を維持することができる。映写時間の割当は、各劇場ごとの年間映写時間又はこれに相当するものを基礎として定められ、且つ、協議に付されるものとする。

10 第十七条1の規定の適用上、支払手段の入手可能性に関する考慮は、商業的考慮と認められるものとする。

11 第十七条2（(a)を除く。）及び第十九条4の規定は、郵便業務については適用しない。

12 第二十一条2の規定は、ブエルト・リコについては、その政治的地位に生ずる変化のいかんにかかわらず、適用する。

13 第二十三条の規定は、もつぱら軍事基地として又は一時的な軍事占領によりいずれかの一方の締約国の権力の下に置かれている地域並びに千九百五十一年九月八日にサン・フランシスコ市で署名された日本国との平和条約第三条でその地位を規定している北緯二十九度以南の南西諸島（琉球諸島及び大東諸島を含む。）、孀婦岩の南の南方諸島（小笠原群島、西之島及び火山列島を含む。）並びに沖の鳥島及び南鳥島には、適用しない。

14 この条約中の最恵国待遇の規定は、(a)千九百五十一年九月八日にサン・フランシスコ市で署名された日本国との平和条約第二条に基いて日本国がすべての権利、権原及び請求権を放棄した地域に原籍を有する者に対し、又は(b)同条約第三条に掲げる諸島の原住

民及び船舶並びにそれらの諸島との貿易に対して日本国が与える権利及び特権については、適用しない。

15 日本国は、この条約の効力発生の日から三年を経過するまでの間は、外国人が円貨をもつて日本国の企業の発行済の株式（社員の持分を含む。）を取得することについて現に行つている制限を引き続き行うことができる。

以上の証拠として、各全権委員は、この議定書に署名調印した。

千九百五十三年四月二日に東京で、ひとしく正文である英語及び日本語により本書二通を作成した。

アメリカ合衆国のために

Robert Murphy

日本国のために

岡崎勝男

[SEAL] [SEAL]

60602 O - 56(Part 2) - 45

WHEREAS the Senate of the United States of America by their resolution of July 21, 1953, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid treaty and protocol subject to a reservation as follows:

"Article VIII, paragraph 2, shall not extend to professions which, because they involve the performance of functions in a public capacity or in the interest of public health and safety, are state-licensed and reserved by statute or constitution exclusively to citizens of the country, and no most-favored-nation clause in the said treaty shall apply to such professions.";

WHEREAS, by an exchange of notes signed at Tokyo on August 29, 1953, the aforesaid reservation was communicated by the Government of the United States of America to the Government of Japan and was accepted by the Government of Japan;

WHEREAS the aforesaid treaty and protocol were ratified by the President of the United States of America on September 15, 1953, in pursuance of the aforesaid advice and consent of the Senate and subject to the aforesaid reservation;

WHEREAS, by an exchange of notes signed at Tokyo on August 29, 1953, the Government of Japan communicated to the Government of the United States of America, and the Government of the United States of America accepted, a reservation reading in translation as follows:

"Japan reserves the right to impose prohibitions or restrictions on nationals of the United States of America with respect to practicing the professions referred to in Article VIII, paragraph 2, to the same extent as States, Territories or possessions of the United States of America, including the District of Columbia, to which such nationals belong impose prohibitions or restrictions on nationals of Japan with respect to practicing such professions.";

WHEREAS the aforesaid treaty, the provisions of the aforesaid protocol being considered integral parts thereof, was ratified on the part of the Government of Japan on September 2, 1953, subject to the reservation last recited hereinbefore;

WHEREAS the respective instruments of ratification, as aforesaid, were exchanged at Washington on September 30, 1953, and a protocol of exchange, in the English and Japanese languages, was signed at that place and on that date by the respective Plenipotentiaries of the United States of America and Japan, the said protocol of exchange indicating that the aforesaid reservations had been made and accepted;

AND WHEREAS it is provided in Article XXV of the aforesaid treaty that the treaty shall enter into force one month after the day of exchange of ratifications, and it is provided in the aforesaid protocol that the provisions thereof shall be considered integral parts of the aforesaid treaty;

NOW, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the aforesaid treaty and the aforesaid protocol to the end that the same and every article and clause thereof may be observed and fulfilled in good faith on and after October 30, 1953, 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, subject to the aforesaid reservations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this fourth day of November in the year of our Lord one thousand nine hundred fifty-three
[SEAL] and of the Independence of the United States of America the one hundred seventy-eighth.

DWIGHT D EISENHOWER

By the President:
JOHN FOSTER DULLES
Secretary of State

TIAS 2864
Sept. 7, 1951.

AMITY AND ECONOMIC RELATIONS

Treaty, with Exchanges of Notes, between the UNITED STATES OF AMERICA and ETHIOPIA

- Signed at Addis Ababa September 7, 1951
- Ratification advised by the Senate of the United States of America July 21, 1953
- Ratified by the President of the United States of America August 4, 1953
- Ratified by Ethiopia August 12, 1953
- Ratifications exchanged at Addis Ababa September 8, 1953
- Proclaimed by the President of the United States of America November 3, 1953
- Entered into force October 8, 1953

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a treaty of amity and economic relations between the United States of America and Ethiopia, together with two exchanges of notes relating thereto, was signed by their respective plenipotentiaries at Addis Ababa on September 7, 1951, the originals of which treaty and notes, in the English and Amharic languages, are word for word as follows:

TREATY OF AMITY AND ECONOMIC RELATIONS BETWEEN THE UNITED STATES OF AMERICA AND ETHIOPIA

The United States of America and Ethiopia, desirous of emphasizing the friendly relations which have long prevailed between their peoples, of manifesting their common desire that the high principles in the regulation of human affairs to which they are committed shall be made more broadly effective, and of encouraging mutually beneficial investments and closer economic intercourse generally between their peoples, have resolved to conclude a Treaty of Amity and Economic Relations, and have appointed as their Plenipotentiaries:

The President of the United States of America:
The Honorable J. Rives Childs,
Ambassador Extraordinary and Plenipotentiary of the United States of America to Ethiopia,

His Imperial Majesty, the Emperor of Ethiopia:
His Excellency Ato Aklilou Abte Wold,
Minister for Foreign Affairs of Ethiopia,

Who, having communicated to each other their full powers found to be in due form, have agreed upon the following articles:

ARTICLE I

1. There shall be constant peace and firm and lasting friendship between the United States of America and Ethiopia.

2. The two High Contracting Parties reiterate their intent to further the purposes of the United Nations.

ARTICLE II

Each High Contracting Party shall have the right to send to the other High Contracting Party duly accredited diplomatic representatives, who shall be received and, upon the basis of reciprocity, shall be accorded in the territories of such other High Contracting Party the rights, privileges, exemptions and immunities due them under generally recognized principles of international law.

ARTICLE III

1. The consular representatives of each High Contracting Party who are assigned to the other High Contracting Party, and are duly provided with exequaturs, shall be permitted to reside in the terri-

tories of such other High Contracting Party at the places where consular officers are permitted by the applicable laws to reside. They shall enjoy the privileges and immunities accorded to officers of their rank by general international usage, and, subject to reciprocity, shall be treated in a manner no less favorable than similar officers of any third country. They shall be permitted to exercise all functions, subject to reciprocity, which are in accordance with general international usage.

2. The consular offices shall not be entered by the police or other local authorities without the consent of the consular officer, except that in the case of fire or other disaster, or if the local authorities have probable cause to believe that a crime of violence has been or is about to be committed in the consular office, consent to entry shall be presumed. In no case shall they examine or seize the papers there deposited.

ARTICLE IV

1. All furniture, equipment and supplies consigned to or withdrawn from customs custody for a consular or diplomatic office of either High Contracting Party for official use shall be exempt within the territories of the other High Contracting Party from all customs duties and internal revenue or other taxes whether imposed upon or by reason of importation.

2. The baggage, effects and other articles imported exclusively for the personal use of consular and diplomatic officers and employees and the members of their families and suites, who are nationals of the sending state and not nationals of the receiving state and are not engaged in any private occupation for gain in the territories of the receiving state, shall be exempt from all customs duties and internal revenue or other taxes imposed upon or by reason of importation. Such exemption shall be granted with respect to the aforementioned property accompanying the person entitled thereto on first arrival and subsequent arrivals, and that consigned to him during the period in which he continues in status.

3. It is understood, however, that: (a) paragraph 2 of the present Article shall apply as to employees in a consular office only when their names have been duly communicated to the appropriate authorities of the receiving state; (b) in the case of consignments, either High Contracting Party may, as a condition to the granting of exemption, require that a notification of any such consignment be given, in a prescribed manner including an indication of the contents of the consignments; and (c) nothing herein authorizes importations specifically prohibited by law.

4. Each High Contracting Party shall be exempt, on a reciprocal basis, within the territories of the other High Contracting Party from taxes or other similar charges of any kind upon real property and appurtenances owned or possessed by it for diplomatic or consular purposes; and such property shall not in any event be treated in a manner less favorable than similar properties of any third country. Such exemptions shall, however, not apply to charges or assessments levied for services or public improvements by which such properties are benefited.

ARTICLE V

1. No tax or other similar charge of any kind shall be levied or collected within the territories of the receiving state in respect of the official emoluments, salaries, wages or allowances received: (a) by a consular officer of the sending state as compensation for his consular services; or (b) by a consular employee thereof as compensation for his services at a consulate. Likewise, consular officers and employees, who are permanent employees of the sending state and are not engaged in private occupation for gain within the territories of the receiving state, shall be exempt from all taxes or other similar charges, the legal incidence of which would otherwise fall upon such officer or employee.

2. The preceding paragraph shall not apply in respect of taxes and other similar charges upon (a) the ownership or occupation of immovable property situated within the territories of the receiving state, (b) income derived from sources within such territories (except the compensation mentioned in the preceding paragraph), or (c) the passing of property at death.

3. The provisions of the present Article shall have like application to diplomatic personnel, who shall in addition be accorded all exemptions allowed them under general international usage.

4. The exemptions provided for in the present Article shall apply only to nationals of the sending state, but shall not apply to such nationals who are also nationals of the receiving state.

ARTICLE VI

1. Nationals of either High Contracting Party shall be permitted, subject to immigration laws and regulations, to enter the territories of the other High Contracting Party and to reside therein for the purpose of engaging in industry, carrying on international trade, or pursuing studies, upon terms no less favorable than those accorded to nationals of any third country.

2. Nationals of either High Contracting Party shall receive the most constant protection and security within the territories of the other High Contracting Party. When any such national is in custody, he shall in every respect receive reasonable and humane treatment; and, on his demand, the diplomatic or consular representative of his country shall be immediately notified and accorded full opportunity to safeguard his interests. He shall be promptly informed of the accusations against him, allowed ample facilities to defend himself and given a prompt and impartial disposition of his case, in accord with modern standards of justice.

3. Nationals of either High Contracting Party within the territories of the other High Contracting Party shall enjoy freedom of conscience and worship provided their religious practices are not contrary to public order, safety or morals; shall have the right to communicate with other persons inside and outside such territories; and shall be accorded most-favored-nation treatment with respect to engaging in religious, philanthropic, educational and scientific activities. They shall also be permitted to engage in the practice of professions for which they have qualified.

ARTICLE VII

1. Companies constituted under the applicable laws and regulations of either High Contracting Party shall have their juridical status recognized within the territories of the other High Contracting Party. As used in the present Treaty, "companies" means corporations, partnerships, companies and other associations, whether or not with limited liability and whether or not for pecuniary profit.

2. Nationals and companies of either High Contracting Party shall have free access to the courts of justice and administrative agencies within the territories of the other High Contracting Party, in all degrees of jurisdiction, both in defense and pursuit of their rights, to the end that prompt and impartial justice be done. Such access shall be allowed, in any event, upon terms no less favorable than those applicable to nationals and companies of such other High Contracting Party or of any third country. It is understood that companies not engaged in activities within the country shall enjoy the right of such access without any requirement of registration or domestication. The provisions of this paragraph shall not be deemed to affect the applicable laws with respect to *cautio judicatum solvi* provided the requirements thereof are not excessive or arbitrary.

3. Neither High Contracting Party shall be obligated (a) to accord the advantages of the succeeding Articles of the present Treaty to any company in the ownership or direction of which nationals of third

countries have directly or indirectly a controlling interest, or (b) to permit religious, philanthropic and cultural organizations to engage in commercial or other activities for pecuniary profit.

ARTICLE VIII

1. Each High Contracting Party shall at all times accord fair and equitable treatment to nationals and companies of the other High Contracting Party, and to their property and enterprises; shall refrain from applying unreasonable or discriminatory measures that would impair their legally acquired rights and interests; and shall assure that their lawful contractual rights are afforded effective means of enforcement, in conformity with the applicable laws.

2. Property of nationals and companies of either High Contracting Party, including interests in property, shall receive the most constant protection and security within the territories of the other High Contracting Party. Such property shall not be taken except for a public purpose, nor shall it be taken without the prompt payment of just and effective compensation.

3. The dwellings, offices, warehouses, factories and other premises of nationals and companies of either High Contracting Party located within the territories of the other High Contracting Party shall not be subject to entry or molestation without just cause. Official searches and examinations of such premises and their contents, shall be made only according to law and with careful regard for the convenience of the occupants and the conduct of business.

4. Nationals and companies of each High Contracting Party shall enjoy reasonable opportunity for the investment of capital, and for the establishment of appropriate commercial, industrial and other enterprises within the territories of the other High Contracting Party. Neither High Contracting Party shall unreasonably impede nationals and companies of the other High Contracting Party from obtaining on equitable terms the capital, skills, modern techniques and equipment needed for economic development and expansion.

5. Nationals and companies of either High Contracting Party which are permitted to establish or acquire enterprises within the territories of the other High Contracting Party shall enjoy the right to continued control and management of such enterprises; to engage within such territories agents, accountants and other technical experts, executive personnel, interpreters and other specialized employees of their choice; and, in conformity with the applicable laws, to do whatever may be necessary and proper to the effective conduct of their affairs. Such enterprises shall, with respect to performing their normal functions as of the time of establishment or acquisition

and such other functions as are reasonably related thereto, including normal growth, be accorded treatment no less favorable than that accorded enterprises of whatever nationality engaged in similar activities.

ARTICLE IX

1. Nationals and companies of either High Contracting Party shall be permitted, within the territories of the other High Contracting Party: (a) to lease, for suitable periods of time, real property needed for their residence or for the conduct of activities pursuant to the present Treaty; (b) to purchase or otherwise acquire personal property of all kinds; and (c) to dispose of property of all kinds that may be generally acquired by sale, testament or otherwise. The treatment accorded in these respects shall in no event be less favorable than that accorded nationals and companies of any third country. The ownership of real property within the territories of each High Contracting Party shall be subject to the applicable laws therein.

2. Nationals and companies of either High Contracting Party shall be accorded within the territories of the other High Contracting Party effective protection in the exclusive use of inventions, trade marks and trade names, upon compliance with the applicable laws and regulations, if any, respecting registration and other formalities.

ARTICLE X

1. Nationals and companies of either High Contracting Party shall not be subject to the payment of taxes, fees or charges within the territories of the other High Contracting Party, or to requirements with respect to the levy and collection thereof, more burdensome than those borne by nationals, residents and companies of any third country. In the case of nationals of either High Contracting Party residing within the territories of the other High Contracting Party, and of nationals and companies of either High Contracting Party engaged in trade or other gainful pursuit or in non-profit activities therein, such payments and requirements shall not be more burdensome than those borne by nationals and companies of such other High Contracting Party. The foregoing shall not be construed to prevent either High Contracting Party from imposing on alien companies such special internal administrative requirements as may be necessary to secure compliance with its revenue laws.

2. Each High Contracting Party, however, reserves the right to: (a) extend specific tax advantages only on the basis of reciprocity, or pursuant to agreements for the avoidance of double taxation or the mutual protection of revenue; and (b) apply special requirements

as to the exemptions of a personal nature allowed to non-residents in connection with income and inheritance taxes.

3. Companies of either High Contracting Party shall not be subject, within the territories of the other High Contracting Party, to taxes upon any income, transactions or capital not attributable to the operations and investment thereof within such territories.

ARTICLE XI

1. Neither High Contracting Party shall apply restrictions on the making of payments, remittances, and other transfers of funds to or from the territories of the other High Contracting Party, except (a) to the extent necessary to assure the availability of foreign exchange for payments for goods and services essential to the health and welfare of its people, or (b) in the case of a member of the International Monetary Fund, restrictions specifically approved by the Fund.

2. If either High Contracting Party applies exchange restrictions, it shall promptly make reasonable provision for the withdrawal, in foreign exchange in the currency of the other High Contracting Party, of: (a) the compensation referred to in Article VIII, paragraph 2, of the present Treaty, (b) earnings, whether in the form of salaries, interest, dividends, commissions, royalties, payments for technical services, or otherwise, and (c) amounts for amortization of loans, depreciation of direct investments and capital transfers, giving consideration to special needs for other transactions. If more than one rate of exchange is in force, the rate applicable to such withdrawals shall be a rate which is specifically approved by the International Monetary Fund for such transactions, or, in the absence of a rate so approved, an effective rate which, inclusive of any taxes or surcharges on exchange transfers, is just and reasonable.

3. Either High Contracting Party applying exchange restrictions shall in general administer them in a manner not to influence disadvantageously the competitive position of the commerce or investment of capital of the other High Contracting Party in comparison with the commerce or the investment of capital of any third country; and shall afford such other High Contracting Party adequate opportunity for consultation at any time regarding the application of the present Article.

ARTICLE XII

1. Each High Contracting Party shall accord to products of the other High Contracting Party, from whatever place and by whatever type of carrier arriving, and to products destined for exportation to the territories of such other High Contracting Party, by whatever

route and by whatever type of carrier, treatment no less favorable than that accorded like products of or destined for exportation to any third country, in all matters relating to: (a) duties, other charges, regulations and formalities, on or in connection with importation and exportation; and (b) internal taxation, sale, distribution, storage and use.

2. Neither High Contracting Party shall impose restrictions or prohibitions, except as may be required by conditions cited in paragraph 1 of Article XI, on the importation of any product of the other High Contracting Party or on the exportation of any product to the territories of the other High Contracting Party, unless the importation of the like product of, or the exportation of the like product to, all third countries is similarly restricted or prohibited.

3. If either High Contracting Party imposes quantitative restrictions on the importation or exportation of any product in which the other High Contracting Party has an important interest:

(a) It shall as a general rule give prior public notice of the total amount of the product, by quantity or value, that may be imported or exported during a specified period, and of any change in such amount or period, and

(b) If it makes allotments to any third country, it shall afford such other High Contracting Party a share proportionate to the amount of the product, by quantity or value, supplied by or to it during a previous representative period, due consideration being given to any special factors affecting the trade in such product.

4. Either High Contracting Party may impose prohibitions or restrictions on sanitary or other customary grounds of a non-commercial nature, or in the interest of preventing deceptive or unfair practices, provided such prohibitions or restrictions do not arbitrarily discriminate against the commerce of the other High Contracting Party.

5. Either High Contracting Party may adopt measures necessary to assure the utilization of accumulated inconvertible currencies or to deal with a stringency of foreign exchange. However, such measures shall deviate no more than necessary from a policy designed to promote the maximum development of non-discriminatory multi-lateral trade and to expedite the attainment of a balance-of-payments position which will obviate the necessity of such measures.

6. Each High Contracting Party reserves the right to accord special advantages: (a) to products of its national fisheries, or (b) to adja-

cent countries in order to facilitate frontier traffic. Each High Contracting Party, moreover, reserves the rights and obligations it may have under the General Agreement on Tariffs and Trade, and special advantages it may accord pursuant thereto.

ARTICLE XIII

1. In the administration of its customs regulations and procedures, each High Contracting Party shall: (a) promptly publish all requirements of general application affecting importation and exportation; (b) apply such requirements in a uniform, impartial and reasonable manner; (c) refrain, as a general practice, from enforcing new or more burdensome requirements until after public notice thereof; (d) allow appeals to be taken from rulings of the customs authorities; and (e) not impose greater than nominal penalties for infractions resulting from clerical errors or from mistakes made in good faith.

2. Subject to the provisions and requirements of the preceding Articles of the present Treaty, nationals and companies of either High Contracting Party shall be accorded treatment no less favorable than that accorded nationals and companies of the other High Contracting Party, or of any third country, with respect to all matters relating to importation and exportation.

ARTICLE XIV

1. Between the territories of the two High Contracting Parties there shall be freedom of commerce and navigation.

2. Commercial vessels lawfully under the flag of either High Contracting Party may come with their cargoes to all ports, places and waters of the other High Contracting Party open to foreign commerce and navigation, and shall therein be accorded in all respects treatment no less favorable than that accorded vessels of such other High Contracting Party or of any third country. Products carried by vessels of either High Contracting Party during the course of their transportation to or from the territories of the other High Contracting Party also shall be accorded treatment no less favorable than that accorded like products carried in vessels of such other High Contracting Party, or of any third country, with respect to duties, charges, the administration of the customs, bounties, drawbacks and other privileges of this nature. Each High Contracting Party may reserve exclusive rights and privileges to its own vessels with respect to the coasting trade, inland navigation, and national fisheries.

ARTICLE XV

1. Each High Contracting Party undertakes: (a) that enterprises owned or controlled by its Government, and that monopolies or agencies granted exclusive or special privileges within its territories, shall make their purchases and sales involving either imports or exports affecting the commerce of the other High Contracting Party solely in accordance with commercial considerations, including price, quality, availability, marketability, transportation and other conditions of purchase or sale; and (b) that the nationals, companies and commerce of such other High Contracting Party shall be afforded adequate opportunity, in accordance with customary business practice, to compete for participation in such purchases and sales.

2. Each High Contracting Party shall accord to the nationals, companies and commerce of the other High Contracting Party, fair and equitable treatment, as compared with that accorded to the nationals, companies and commerce of any third country, with respect to: (a) the governmental purchase of supplies, (b) the awarding of any and all concessions and other government contracts within its territories, and (c) the sale of any service sold by the Government or by any monopoly or agency granted exclusive or special privileges. Clause (c) of the foregoing shall not be construed to affect existing arrangements under which a High Contracting Party has not retained a power of control in respect of sale.

ARTICLE XVI

1. The present Treaty shall not preclude the application of measures:

(a) regulating the importation or exportation of gold or silver;

(b) relating to fissionable materials, the radioactive by-products thereof, or the sources thereof;

(c) regulating the production of or traffic in arms, ammunition and implements of war, or traffic in other materials carried on directly or indirectly for the purpose of supplying a military establishment; and

(d) necessary to fulfill the obligations of a High Contracting Party for the maintenance or restoration of international peace and security, or necessary to protect its essential security interests.

2. The present Treaty does not accord any rights to engage in political activities.

3. The stipulations of the present Treaty shall not extend to advantages accorded by the United States of America or its Territories

and possessions, irrespective of any future change in their political status, to one another, to the Republic of Cuba, to the Republic of the Philippines, to the Trust Territory of the Pacific Islands or to the Panama Canal Zone.

ARTICLE XVII

Any dispute between the High Contracting Parties as to the interpretation or application of the present Treaty, not satisfactorily adjusted by diplomacy, shall at the request of either High Contracting Party be submitted to the International Court of Justice, unless the High Contracting Parties agree to settlement by some other pacific means.

ARTICLE XVIII

The present Treaty shall replace the Treaty of Commerce signed at Addis Ababa June 27, 1914.[1]

ARTICLE XIX

1. The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at Addis Ababa as soon as possible.

2. The present Treaty shall enter into force one month after the day of exchange of ratifications. It shall remain in force for ten years and shall continue in force thereafter until terminated as provided herein.

3. Either High Contracting Party may, by giving one year's written notice to the other High Contracting Party, terminate the present Treaty at the end of the initial ten-year period or at any time thereafter.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the present Treaty and have affixed hereunto their seals.

Done in duplicate at Addis Ababa this Seventh day of September One Thousand Nine Hundred Fifty One, in the English and Amharic languages, both equally authentic except that in any case in which divergence between the two versions results in different interpretations the English version shall be given preference.

J RIVES CHILDS

AKLILOU

[SEAL] [SEAL]

[1] Treaty Series 647; 41 Stat. 1711.

60602 O - 56(Part 2) - 46

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በዩናይትድ፡ስቴትስ፡ኦፍ፡አሜሪካና፡በኢትዮጵያ፡መ
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እነዚሁም፡የሥልጣን፡ወረቀቶቻቸውን፡ተለዋወ
ጠው፡በሚገቡ፡መሆናቸውንከተረጋገጠ፡በኋላ፡በሚከተሉት፡አን
ቀጸች፡ተስማምተዋል፡

አንቀጽ ፡ አንድ።

፩ በዩናይትድ፡ስቴትስ፡ኦፍ፡አሜሪካና፡በኢትዮጵ
ያ፡መካከል፡የማይቋረጥ፡ሰላምና፡የጠበቀ፡ነዋሪ፡የሆነምዉዳ

፫

ድነት፡ ይኖራል።

፬· ሁለቱ፡ ከፍተኛ፡ ተዋዋዮች፡ የተባበሩት፡ መንግሥታት፡ ማኅበር፡ አተቲቂመበት፡ ግብ፡ እንዲደርሱ፡ ያሳቸውን፡ አሳብ፡ መ ለሰው፡ ያረጋግጣሉ።

አንቀጽ፡ ሁለት።

እያንዳንዱ፡ ከፍተኛ፡ ተዋዋይ፡ በደንብ፡ የተሾሙ፡ የዲ ፕሎማቲክ፡ እንደራሴዎች፡ ለሌላው፡ ከፍተኛ፡ ተዋዋይ፡ ለመሳክ፡ መብት፡ አለው፤ እንዲህ፡ ያሉትንም፡ እንደራሴዎች፡ ሌላው፡ ከፍተኛ፡ ተዋዋይ፡ ባገሩ፡ ውስጥ፡ ተቀብሎ፡ አንዱ፡ ለሌላው፡ በሚያደርገው፡ መ ጠን፡ (ሬስፕሮሲቲ) በጠቅላላው፡ በኢንተርናሽናል፡ ሕግ፡ የታወቀ ላቸውን፡ መብቶችና፤ ሰዩ፡ አስተያየቶች፡ እንዲሰጣቸውና፡ እንደ ሁም፡ ከቀረጥና፡ ከፍርድ፡ ቤት፡ ግዴታዎች፡ ነፃነት፡ እንደኖራቸው፡ ያደርጋል።

አንቀጽ፡ ሦስት።

፭· የያንዳንዱ፡ ከፍተኛ፡ ተዋዋይ፡ ቆንስሎች፡ ወደሌላው፡ ከ ፍተኛ፡ ተዋዋይ፡ ሲሄኩና፤ ደንበኛውን፡ ኤጳዚኩዋተር፡ ሲቀበሉ፤ በእ ንዲህ፡ ያለው፡ ከፍተኛ፡ ተዋዋይ፡ አገር፡ የቆንስላ፡ ሹማምንቶች፡ እ ንዲኖሩባቸው፡ በሕግ፡ በተፈቀዱ፡ ቦታዎች፡ እንዲኖሩ፡ ይፈቀድላቸ ዋል፤ በኢንተርናሽናል፡ ጠቅላላ፡ ልማድ፡ የነሱን፡ ዓይነት፡ ማዕር ግ፡ ለያዙ፡ ሹማምንቶች፡ የሚሰጥ፡ የነፃነት፡ መብትና፡ ሰዩ፡ አስተ ያየት፡ ይደረግላቸዋል፤ እንዲሁም፡ አንዱ፡ ለሌላው፡ በሚያደርገው፡ መጠን፡ (ሬስፕሮሲቲ) እነሱን፡ ለመሰሉ፡ ለሌላ፡ ለሠለጠኑ፡ መንግ ሥት፡ ሹማምንቶች፡ ከሚደረገው፡ ያነሰ፡ አስተያየት፡ አይደረግባቸ ውም። እንዲሁም፡ በጠቅላላው፡ እንደ፡ ኢንተርናሽናል፡ ልማድ፤ አንዱ፡ ለሌላው፡ በሚያደርገው፡ (ሬስፕሮሲቲ) መሠረት፡ ሥራቸ ውን፡ ሁሉ፡ እንዲፈጽሙ፡ ይፈቀድላቸዋል።

፮· የእሰት፡ ወይም፡ የሌላ፡ አደጋ፡ ከልደረሰ፡ በቀር፡ የቆን ስላው፡ ባለ፡ ሥልጣን፡ ሳይፈቅድላቸው፡ የአገሩ፡ ባለ፡ ሥልጣኖች፡ ወይም፡ ፖሊሶች፡ ከቆንስላው፡ መሥሪያ፡ ቤቶች፡ አይገቡም፤ እንዲሁ

፫

ም፡ያገሩ፡ባለሥልጣኖች፡ከቆንስላው፡መሥሪያ፡ቤት፡የወገጀል፡ሥራ፡እንደተደረገ፡ወይም፡እንደሚደረግ፡የሚያምኑበት፡ምክንያት፡ቢኖራቸው፡እንዲገቡ፡ይፈቀድላቸዋል። ነገር፡ግን፡በማናቸውም፡አኳሆን፡ቢሆን፡በቆንስላው፡ያሉትን፡ጽሑፎች፡ለመያዝ፡ወይም፡ለመመርመር፡አይችሉም።

አንቀጽ፡አራት።

፬· በገዱ፡ከፍተኛ፡ተዋዋይ፡አገር፡ለሚገኙ፡የሌላው፡ከፍተኛ፡ተዋዋይ፡የዲፕሎማቲክ፡ወይም፡ቆንስላዊ፡ጽሕፈት፡ቤት፡ለአሬሲዬስ፡ሥራ፡የሚያገለግሉ፡የቤት፡ዕቃዎች፡መሳሪያዎችና፡ሌሎችም፡ዕቃዎች፡ወደ፡ጉምሩክ፡ሲገቡ፡ወይም፡ከዚያ፡ሲወጡ፡ከጉምሩክ፡ቀረጥ፡ሁሉና፡ካገር፡ውስጥ፡ግብር፤ ወደ፡አገሩ፡ውስጥ፡ለመግባታቸውም፡ምክንያት፡ከሚጣልባቸው፡ታክስ፡ነፃ፡ይሆናሉ።

፭ ካንዱ፡ተዋዋይ፡መንግሥት፡ወደሌላው፡ተዋዋይ፡መንግሥት፡ለሚላኩ፡የላኪው፡ዜጋ፡የሆኑ፤ ነገር፡ግን፡የተቀባዩ፡መንግሥት፡ዜጋ፡ሳልሆኑ፡የዲፕሎማቲክና፡የቆንስላ፡ጉዳምንት፡በተለኮሰት፡አገር፡ሌላ፡ለራሳቸው፡ጥቅም፡የሚያሰጥ፡የባል፡ሥራ፡የሚሠሩ፡ካልሆኑ፡በተለይ፡ለራሳቸውና፡ለቤተ፡ሰቦቻቸው፡ለተከታዮቻቸውም፡ብቻ፡የሚያሌልጉ፡ሲጂዙ፡የሚይዙዋቸው፡ዕቃዎች፡(ባንኧ፡) ሌሎችም፡ለራሳቸው፡የሚያገለግሉ፡ዕቃዎች፡ጭምር፡በተለኮበት፡አገር፡ሲገቡ፡ከጉምሩክ፡ቀረጥና፡ካገር፡ውስጥ፡ግብር፡ወይም፡አገር፡ውስጥ፡ሲገቡ፡ከሚጣልባቸው፡ታክስ፡ነፃ፡ይሆናሉ። እንዲህ፡የመሳሰሉት፡ዕቃዎች፡ቀረጥ፡የማይከፈልባቸው፡ይህ፡መብት፡ያለው፡ሰው፡መጀመሪያ፡ሲገባና፡ከዚያም፡በኋላ፡ማዕርጉን፡ይዞ፡አገሩ፡ውስጥ፡በሚቆይበት፡ጊዜ፡በርሱ፡ስም፡ሲላኩ፡ነው።

፫· ቢሆንም፡ግን፡(ሀ) በዚህ፡ባሁኑ፡አንቀጽ፡በ፬ኛው፡ከፍል፡የተመለከተው፡ሲጻና፡የሚችለው፡የቆንስላውን፡ሠራተኞች፡ስማቸውን፡ቦሙሉ፡ለተባባዩ፡መንግሥት፡አግባብ፡ላለው፡ባለሥልጣኖች፡ሊያስተላልፍ፡ብቻ፡ነው።

(ለ) ከፍተኛቹ፡ተዋዋዮች፡በየበኩላቸው፡ከቀረጥ፡ነፃ፡ለለሚያመ

፬

ጡዋቸው፡ዕቃዎች፡ የእንዲህ፡ያሉት፡ዕቃዎች፡መድረስ፡አሰቀድሞ፡ እንዲነገርና፡የዕቃዎቹም፡ዓይነትና፡ዝርዝር፡በተሰጠው፡ደንብ፡መ ሠረት፡እንዲገለጽ፡ሲጠይቁ፡ይችላሉ።

(ሐ) በዚህ፡ውሰጥ፡የተመለከተው፡አገር፡ውሰጥ፡እንዳይገቡ፡በሕ ግ፡ተለይተው፡የተከለከሉትን፡ለማሰገባት፡ሲፈቅድ፡አይችልም።

፭· እያንዳንዱ፡ከፍተኛ፡ተዋዋይ፡በሌላው፡ከፍተኛ፡ተዋዋይ፡ ባዛቶች፡ውሰጥ፡ባለውና፡በሚይዘው፡ለዲፕሎማቲክ፡ወይም፡ሰ ቀንሰላ፡ሥራ፡የሚሆን፡የማይንቀሳቀስ፡ንብረትና፡ከሱም፡ጋር፡የ ተያያዘው፡ሁሉ፤ አንዱ፡ለሌላው፡በሚያደርገው፡መጠን፡(ሬሰፕ ሮሲቴ፡) ከቀረጥና፡ይህንንም፡ከመሰለ፡ግብር፡ነፃ፡ይሆናል። ይግም፡ በማናቸውም፡አኳሆን፡ቢሆን፡ እንደዚህ፡ላለው፡ንብረት፡የሚሰ ጠው፡አሰተያየት፡ ይህንን፡ለመሰሉት፡ለሌላ፡ለሦስተኛ፡አገር፡ን ብረት፡ከሚሰጠው፡አሰተያየት፡ ያነሰ፡አይሆንም። ቢሆንም፡ እንደዚህ፡ያሉት፡ንብረቶች፡ሞምር፡ለሚጠቀሙበትና፡ሕዝብ ን፡የሚያገለግሉ፡ሥራዎች፡ለማሻሻያ፡እንዲሆን፡ከሚጣለው፡ ግብር፡ግን፡ነፃ፡አይሆኑም።

አንቀጽ፡አምስት።

፮· በተቀባዩ፡መንግሥት፡ግዛት፡ውሰጥ፡(ሀ) የላኪው፡ መንግሥት፡የቆንሰላ፡ሹም፡በቆንሰልነቱ፡በሚያገኘው፡ደንበኛ፡ ደመወዝና፡የቆንሰልነት፡አበል፡ሌላም፡ይህንን፡የመሳሰለ፡በቆን ሰልነቱ፡በሚያገኘው፡የገንዘብ፡ገቢ፤ ወይም፡(ለ) የቆንሰላው፡ሠ ራተኛ፡በቆንሰላው፡ለላይ፡ሊገቸው(ለላይ፡ሊጋቸው)አገልግሎቶች፡ገ ንዘብ፤ ደመወዝና፡ የዕለት፡ሙያ፡በሚሰጠው፡ገንዘብ፡ላይ፡ግ ብር፡ይህን፡የመሰለ፡ሌላ፡ቀረጥ፡አይከፈልም፤ እንዲሁም፡ደግ ሞ፡በተቀባዩ፡መንግሥት፡ግዛቶች፡ውሰጥ፡በዓል፡አገልግሎት፡ት ርፍ፡የማያገኙ፡የላኪው፡መንግሥት፡ነዋሪ፡የሆኑት፡የቆንሰላ፡ሹማ ምንቶችና፡ሠራተኞች፡ከግብርና፡ከተከሰ፡ይህንንም፡ከመሳሰለ፡ ቀረጥ፡ነፃ፡ይሆናሉ። ከዚህ፡ሌላ፡ግን፡በሕግ፡የተወሰነው፡ይጸናባቸዋል።

፯· ከዚህ፡በላይ፡ያለው፡ክፍል፡(ሀ) በተቀባዩ፡መንግሥት፡

፮.

ግዛቶች ውስጥ በባለቤትነትና በሌላም አኳሆን በተያዘ የማይንቀ
ሳቀስ ንብረት፤ (ለ) ከዚህ በላይ ባለው ክፍል እንደተመለከተው በ
አገልግሎት የሚከፈል ካልሆነ በቀር ከተቀባዩ ግዛት ውስጥ በ
ሚገኝ ጥቅም፤ ወይም (ሐ) በሞት ምክንያት በሚተላለፍ ንብረት
ለሚከፈል ታክስ ይህንንም ለመሳሰለ ግብር አይጸናም።

፯ በዚህ አንቀጽ ውስጥ የተመለከቱት ልዩ ልዩ ማቆችም
ይጸናሉ። ከዚህም በቀር እንዲህ ላሉት ልዩ ልዩ ማቆች በጠቅላላም
የኢንተርናሲዮናል ልማድ የሚፈቅደው ሁሉ ይሰጣቸዋል።

፰. በዚህ አንቀጽ ውስጥ የተሰጡት መብቶች የሚጸኑት የ
ላኪው መንግሥት ዜጎች ለሆኑት ሰዎች ብቻ ነው። የተቀባዩ መን
ግሥት ዜጎች ጭምር ለሆኑት ግን ኣነዚህ መብቶች አይጸኑም።

አንቀጽ ሰድሰት።

፩. የኢምግሬሽን ሕግና ደንብ በሚፈቅደው መሠረት
የያንዳንዱ ከፍተኛ ተዋዋይ ዜጎች ኢንዱስትሪ ለማቆም የኢንተ
ርናሲዮናል ንግድ ለማካሄድና ወይም ጥናት ለመከታተል ለሌላ
ለሶስተኛ አገር ዜጎች ከሚሰጠው አስተያየት በማያንስ አኳሆን
ወይሌላው ከፍተኛ ተዋዋይ ግዛቶች ለመግባትና ለመቀመጥ
ይፈቀድላቸዋል፤

፪. የያንዳንዱ ከፍተኛ ተዋዋይ ዜጎች በሌላው ከፍተኛ
ተዋዋይ ግዛቶች ውስጥ ለሁሉ ጊዜ የማቋርጥ ጥበቃና ደኅንነት (ሲኩ
ሪቲ) ያገኛሉ። እንዲህ ያለው ዜጋ በታሠረ ጊዜ በማናቸውም አ
ኳሆን በሚገባ ይያዛል፤ ያገሩ የዲፕሎማቲክ ወይም የቆንሲል
እንደራሲዎች መታሠሩን እንዲያውቁለት ሲጠይቅ ወዲያውኑ
ይነገርለታል። እነሱም የታሣሪውን ጥቅም እንዲጠብቁ አስፈላ
ጊው ሁሉ ይደረግላቸዋል። የተከሰሰበት ምክንያት ወዲያውኑ
ተነግሮት ለራሱ እንደሚበቃ የሚከላከልበት መንገድ ይፈቀድለ
ታል። ነገሩም በፍጥነትና ያለ አድልዎ የአዲሱ ዘመን የፍርድ ደ
ረጃ ካለው ፍርድ ቤት ይታይለታል።

፫. የያንዳንዱ ከፍተኛ ተዋዋይ ዜጎች በሌላው ከፍተኛ

፰.

ተዋዋይ፡ ግዛቶች፡ ውሰጥ፡ የሃይማኖት፡ ልማዳቸው፡ የሕዝብን፡ ጸጥታ፤ ደህንነት፡ ወይም፡ ሞራል፤ የማይቃወም፡ ከሆነ፡ የእምነትና፡ የአምልኮት፡ ነፃነት፡ ይኖራቸዋል። በግዛቶቹ፡ ውስጥም፡ ሆነ፡ ውጭ፡ ከሌሎች፡ ሰዎች፡ ጋር፡ በማናቸውም፡ መንገድ፡ ለመገናኘት፡ መብት፡ ይኖራቸዋል። እንዲሁም፡ በሃይማኖት፤ በጎ፡ አድራጎት፤ በትምህርትና፡ በሳይንቲፊክ፡ ሥራዎች፡ ለማናቸውም፡ ለሌላ፡ መንግሥት፡ ዜጎች፡ ከተሰጣቸው፡ የማያንስ፡ መብት፡ ይኖራቸዋል፤ በተማሩበትም፡ እውቀት፡ እየሠሩ፡ ለመኖር፡ ይፈቀድላቸዋል።

አንቀጽ ፡ ሰባት።

፮. ባንዱ፡ ከፍተኛ፡ ተዋዋይ፡ አገር፡ በሕግ፡ የተቋቋሙ፡ ኩባንያዎች፡ በሌላው፡ ከፍተኛ፡ ተዋዋይ፡ አገር፡ ውስጥ፡ በሕግ፡ የተቋቋሙ፡ መሆናቸው፡ ይታወቅላቸዋል። በዚህ፡ ሰምምነት፡ ውስጥ፡ "ኩባንያዎች" ማለት፡ አላፊነታቸው፡ የተወሰነና፡ ያልተወሰነ፡ ለገንዘብ፡ ትርፍ፡ ወይም፡ ለሌላ፡ የተቋቋሙ፡ ኮርፖራሲዮኖች፡ ሽረከነቶች፡ ወይም፡ ሌላ፡ ማኅበሮች፡ ማለት፡ ነው።

፯. ያንዱ፡ ከፍተኛ፡ ተዋዋይ፡ ዜጎችና፡ ኩባንያዎች፡ በሌላው፡ ከፍተኛ፡ ተዋዋይ፡ ግዛት፡ ውስጥ፡ መብታቸው፡ እንዲጠበቅላቸው፡ ያለአድልዎና፡ ያለመዘግየት፡ ፍርድ፡ እንዲያገኙ፡ በፍርድ፡ ቤቶችና፡ በአስተዳደር፡ መለሠሪያ፡ ቤቶች፡ እንደ፡ ልብ፡ ለመቅረብ፡ ነፃነት፡ ይኖራቸዋል፤ ይህም፡ የሚኖራቸው፡ ነፃነት፡ ለዚሁ፡ ለከፍተኛ፡ ተዋዋይ፡ ዜጎችና፡ ኩባንያዎች፡ ወይም፡ ለሌላ፡ ሦስተኛ፡ አገር፡ ዜጎችና፡ ኩባንያዎች፡ ከተፈቀደው፡ ባነሰው፡ ሁኔታ፡ አይሆንም። እንዲሁም፡ ባገሩ፡ ውስጥ፡ ሥራ፡ የማይሠሩ፡ ኩባንያዎች፡ የተቀማጭነት፡ ወይንም፡ በመዝገብ፡ የመጻፍ፡ ግዴታ፡ ሳይኖርባቸው፡ ከዚህ፡ በላይ፡ የተመለከተው፡ ነጻነት፡ ይኖራቸዋል። በዚህ፡ ከፍል፡ የተመለከተው፡ የማይገባና፡ ከመጠን፡ ያለፈ፡ ከልሆነ፡ በቀር፡ የውጭ፡ አገር፡ ዜጎች፡ ለፍርድ፡ ቤት፡ ኪሣራ፡ መጠባበቂያ፡ ለሉሚ፡ ያለቀምጡት፡ ገንዘብ፡ (ኮስዮን፡ ጁዲካቱም፡ ሶልቪ፡) ያለውን፡ ሕግ፡ አይነካም።

፱. (ሀ) ከፍተኛ፡ ተዋዋዮች፡ የሶስተኛ፡ አገር፡ ዜጎች፡ በቀጥታም፡ ሆ

፰

ነ፡ በእጅ፡ አዙር፡ በባለቤትነት፡ ወይም፡ በመሪነት፡ ለያዙዋቸው፡ ኩባ
ንያዎች፡ በዚህ፡ ሰምምነት፡ ውሰጥ፡ በሚከተሉት፡ አንቀጾች፡ የተመለከ
ቱትን፡ ጥቅሞች፡ ለመስጠት፤ ወይም፤

(ለ) የሃይማኖት፤ የጠነ፡ አድራጎትና፡ የኩልቱር፡ አርጋኒዛሽኖች፤
የንግድ፡ ወይም፡ ማናቸውም፡ ገንዘብ፡ የሚገኝበት፡ ሥራ፡ እንዲሠሩ፡
ለመፍቀድ፡ ባዴታ፡ የለባቸውም።

አንቀጽ ፡ ሰምንት።

፩· አንድ፡ ከፍተኛ፡ ተዋዋይ፡ የሌላው፡ ከፍተኛ፡ ተዋዋይ፡ዜ
ጎችና፡ ኩባንያዎች፡ በማናቸውም፡ ጊዜ፡ በደህና፡ እንዲተዳደሩና፡ንብ
ረታቸውና፡ሥራቸውም፡ በደህና፡ እንዲጠበቅ፡ ያደርጋል። በሕግ፡የተገ
ኘ፡ መብታቸውንና፡ ጥቅማቸውን፡ የሚጉዳ፡ አድሳዊና፡ የማበሳሰጥ፡ሥ
ራ፡ አያደርግም። እንዲሁም፡ሕጋዊ ፡የሆነ፡ የኮንትራት፡ መብታቸው፡
እንደ፡ አገሩ፡ሕግ፡ የጸና፡ እንዲሆን፡ ያረጋግጥሳቸዋል።

፪· ባንዱ፡ ከፍተኛ፡ተዋዋይ፡ ባዛቶች ፡ውሰጥ፡ የሌላው፡ከፍ
ተኛ ፡ተዋዋይ፡ ዜጎችና፡ኩባንያዎች፡ንብረታቸውና፡ንብረታቸውም፡የሚ
ሰጠው ፡ ጥቅም፡ ሁልጊዜ፡ በደህና፡ እንዲጠበቅላቸው፡ ይደረጋል፤ እን
ደዚህ፡ ያሉትም፡ንብረቶች፡ ለሕዝብ፡ አገልግሎት፡ ካልሆነ፡በቀር፡አ
ይወሰዱም። ይኸውም፡ቢሆን፡ትክክለኛው፡ዋጋ፡ወዲያውኑ፡ሳይከ
ፈል፡አይወሰድም።

፫· ባንዱ፡ከፍተኛ፡ተዋዋይ፡ ባዛቶች፡ውሰጥ፡የሚገኙ፡የሌላ
ው፡ ከፍተኛ፡ተዋዋይ፡ ዜጎችና፡ ኩባንያዎች፡በመኖሪያ፡ቤታቸው፤በ
መለሠሪያ፡ቤታቸው፤በጠጋዝኖቻቸው፤ በፋብሪካዎቻቸው፡ በሌሎ
ችም ፡ንብረታቸው፡በሆኑ፡ቤቶች፡ የሚገባ፡ምክንያት፡ካልተገኘ፡በቀ
ር፡ለመባባት፡ ወይም፡ለማወክ፡ አይቻልም። እንዲህ፡ያሉት፡ቤቶችና፡
በውስጣቸው፡የሚገኙትን፡ በኦፊሲዩስ፡ለመመርመር፡ አሰራሩን፡ሠ
ሮ፡ሲገኝ፡ ምርመራው፡ በሕግ፡መሠረት፡ብቻ፡ይደረጋል ፤ ነገር፡ግን፡
የነዋሪዎቹ፡ ልጆችና፡የሥራቸው፡አመራር፡እንደይሰናከል፡የሚያስ
ፈልገው፡ጥንቃቄ፡ይደረጋል።

፬ ያንዱ፡ከፍተኛ፡ተዋዋይ፡ዜጎችና፡ኩባንያዎች፡በሌላው፡

፰

ከፍተኛ፡ተዋዋይ፡ ግዛቶች፡ውስጥ፡ ካፒታሳቸውን፡ ለሥራ፡ለማባባት፡ እንዲሁም፡ገባድ፤ እንዲሰተሪና፡ሴሳም፡ሥራዎች፡ለማቋቋም፡እ ንዲችሉ፡የሚያሰፈልገውና፡የሚገባው፡ይደረግሳቸዋል። አንዱ፡ከፍ ተኛ፡ተዋዋይ፡ የሴሳው፡ከፍተኛ፡ተዋዋይ፡ዜጎችና፡ኩባንያዎች፡ለኤኮ ኖሚ፡መሻሻያና፡መሰፋፊያ፡በሚገባ፡ለማባኘት፡የሚያስፈልጋቸ ውን፡ካፒታል፣ብልሃት፣ ዘመናዊ፡ቴክኒከና፡መሣሪያ፡ያሳገባ፡እይ ከለከሳቸውም፤

፱· ባገዱ፡ከፍተኛ፡ተዋዋይ፡ግዛቶች፡ ውስጥ፡ሥራ፡(ኢንተርፕ ራይስ) ለማቋቋም፤ወይም፡የተቋቋሙ፡የሥራ፡ቤቶች፡ለመያዝ፡የ ተፈቀደሳቸው፡ የሴሳው፡ከፍተኛ፡ተዋዋይ፡ዜጎችና፡ኩባንያዎች፡እንደ ህ፡ያሉትን፡ሥራዎች፡ሳያቋርጡ፡ ለመጠበቅና፡ ለመምራት፡ባገራ፡ ውስጥ፡ እነሱ፡የመረጡዋቸውን፡ ወኪሎች፣ የሂሳብ፡ሠራተኞች፤ የቴክኒክ፡አዋቂዎች፤ የሥራ፡አስኪያጆች፤ አስተርጓሚዎችና፡ሴሎች ም፡ ሰዎ፡ዕውቀት፡ያሳቸው፡ ሠራተኞች፡መቅጠር፡ይችሳሉ። አንደ ሁም፡ያገራ፡ሕግ፡በሚፈቅደው፡መጠን፡ ለሥራቸው፡መሰካም፡አካ ሂድ፡ የሚያስፈልገውን፡ ሁሉ፡ማድረግ፡ይችሳሉ፤ እንደህ፡ያሉ፡የሥ ራ፡ቤቶች፡ከተቋቋሙበት፡ወይም፡ከተያዙበት፡ጊዜ፡ጀምሮ፡ደንበ ኛ፡ሥራቸውን፡ወይም፡ሴሳ፡ከሥራቸው፡ጋር፡ የተያያዘ፡ሥራ፡ሲሠ ራ፡ ወይም፡ሰለ፡ደንበኛ፡እድገታቸው፡አኳሆን፡ እነሱ፡የሚሠሩትን፡ የመሰለ፡ሥራ፡ከሚሠሩ፡ከማናቸውም፡ የሴሳ፡አገር፡ የሥራ፡ቤቶ ች፡ባነሰ፡አኳሆን፡ አይታዩም።

አንቀጽ፡ዘጠኝ።

፲· ያገዱ፡ከፍተኛ፡ተዋዋይ፡ዜጎችና፡ኩባንያዎች፡በሴሳው፡ ከፍተኛ፡ተዋዋይ፡ግዛቶች፡ውስጥ፤

(ሀ) በዚህ፡ውል፡መሠረት፡ ለመኖሪያቸው፡ወይም፡ሥራ ቸውን፡ማካሄጀ፡የሚያስፈልጋቸውን፡ቦታ፡በቂ፡ለሆነ፡ገ ዜ፡ ለመከራየት፤

(ለ) በጠቅሳሳው፡ሕገዛና፡ወይም፡በሴሳ፡አኳሆን፡ ሲገኝ፡የ ተፈቀደውን፡ ማናቸውንም፡ ዓይነት፡ የባለንብረት፡ለ

፱

መግዛት፡ ወይም፡በሌላ፡መንገድ፡ለማግኘት፣

(ሐ) ኤንዲሁም፡ማናቸውንም፡ዓይነት፡ገብረት፡በሕያዊ፡ነ
ኑዛዜ፣ ወይም፡በሌላ፡መንገድ፡ማስተላለፍ፤ ይፈቀ
ድላቸዋል። በነዚህ፡ሁኔታዎች፡የሚሰጠው፡አስተያየት፡በማናቸው
ም፡ሁኔታ፡ቢሆን፡ለማንኛውም፡ሶስተኛ፡አገር፡ዜጎችና፡ኩባንያዎች፡
ከሚሰጠው፡አስተያየት፡ያነሰ፡አይሆንም፤ በያንዳንዱ፡ከፍተኛ፡ተ
ዋዋይ፡ባዛት፡ውስጥ፡ለለባለርስትነት፡የሚወጣው፡ሕግ፡የጸና፡ይሆናል።

፲ ያንዱ፡ከፍተኛ፡ተዋዋይ፡ዜጎችና፡ኩባንያዎች፡በሌላ
ው፡ከፍተኛ፡ተዋዋይ፡ባዛቶች፡ውስጥ፡በመዝገብ፡የመግባትና፡ሌላም፡
ፎርማሊቴ፡ለለመሬጸም፡የሚያስገድድ፡ሕግና፡ደንብ፡ቢኖር፡እሱኑ፡
እየሬጸሙ፡ያወጧቸውን፡አዲስ፡ነገሮች፡የንግድ፡ምልክቶችና፡የንግድ፡
ሰሞች፡ለነሱ፡ጥቅም፡ብቻ፡ኤንዲውሉ፡ይጠበቅላቸዋል።

አንቀጽ ፡ አሥር።

፩ ባንዱ፡ከፍተኛ፡ተዋዋይ፡ባዛቶች፡ውስጥ፡የሚኖሩት፡የሌ
ላው፡ከፍተኛ፡ተዋዋይ፡ዜጎችና፡ኩባንያዎች፡ በታክስ፡በግብር፡ይህ
ንንም፡በመሳለለው፡ሁሉ፡አከፋፈልና፡ለለስብሰባቸውም፡ከሌላ፡
ሠለተኛ፡አገር፡ዜጎች፡ኩባንያዎችና፡ነዋሪዎች፡የከበደ፡አይሆንባቸው
ም። ያንዱ፡ከፍተኛ፡ተዋዋይ፡ዜጎች፡በሌላው፡ከፍተኛ፡ተዋዋይ፡አገር፡
ውስጥ፡ነዋሪ፡ሲሆኑ፡ወይም፡ከከፍተኛዎቹ፡ተዋዋዮች፡ያንዱ፡ዜጎች
ና፡ኩባንያዎች፡በሌላው፡ከፍተኛ፡ተዋዋይ፡አገር፡ውስጥ፡የንግድና፡
ሌላም፡ትርፍ፡የሚሰጥ፣ ወይም፡ትርፍ፡የማይሰጥ፡ሥራ፡ሲያካሂዱ፣
ኤንዲህ፡ያለው፡ከፍተኛ፡ተዋዋይ፡ዜጎች፡ ወይም፡ኩባንያዎች፡ከሚ
ከፍሉት፡የከበደ፡ታክስ፡ግብርና፡ይህንን፡የመሳለለውንም፡ኤንዲከ
ፍሉ፡አይጠየቁም፤ ከዚህ፡በላይ፡የተባለው፡ሁለቱ፡ከፍተኛ፡ተዋዋ
ዮች፡የገቢ፡ግብር፡ሕጋቸውን፡ለማስከበር፡በውጭ፡አገር፡ኩባንያዎ
ች፡ላይ፡አስፈላጊ፡በሆነ፡ጊዜ፡ልዩ፡የውስጥ፡አድሚኒስትራሲዮን፡ደን
ብ፡ለማውጣት፡አይከለክላቸውም።

፪ ቢሆንም፡ኤያንዳንዱ፡ከፍተኛ፡ተዋዋይ፣

(ሀ) አንዱ፡ለሌላው፡በሚያደርገው፡መጠን፡(ሬሰፕሮሲቲ)ወ

፲

ይም ፡ እጥፍ ፡ ቀረጥ ፡ እንዲይ ከፈለ ፡ በሚይረጉ ፡ ሰምምነቶች ፡ መሠ
ረት ፤ ወይም ፡ ይግሞ ፡ የጋራ ፡ ገቢን ፡ ለመጠበቅ ፡ ሬዩ ፡ የታክስ ፡ አከፋፈ
ል ፡ የመፍቀድና ፤

(ለ) ባገር ፡ ውስጥ ፡ ተቀማጭ ፡ ካልሆኑ ፡ ሰዎች ፡ ከጥቅምና ፡ ከው
ርስ ፡ ግብር ፡ ነፃ ፡ እንዲሆኑ ፡ የሚያስፈልገውን ፡ ለማድረግ ፡ መብት ፡ ይኖ
ረዋል ።

፲፩ ፡ ባገዱ ፡ ከፍተኛ ፡ ተዋዋይ ፡ ግዛት ፡ ውስጥ ፡ ያሉ ፡ የሌላው ፡ ከፍ
ተኛ ፡ ተዋዋይ ፡ ኩባንያዎች ፡ በሉበት ፡ አገር ፡ በሚያካሂዱት ፡ ሥራና ፡ ለዚ
ሁም ፡ ሥራ ፡ ከሚያውሉት ፡ ገንዘብ ፡ ጋር ፡ የተያያዘ ፡ ካልሆነ ፡ በቀር ፡ በማ
ናቸውም ፡ በሌላ ፡ ገቢያቸው ፡ ታክስ ፡ አይከፍሉም ።

አንቀጽ ፡ አሥራ ፡ አንድ ።

፲፪ ፡ እያንዳንዱ ፡ ከፍተኛ ፡ ተዋዋይ ፤

(ሀ) ለሀገሩ ፡ ሕዝብ ፡ ጤናና ፡ በጐ ፡ ሥራ ፡ ለሚያስፈልጉት ፡ አገልግ
ሎቶችና ፡ ዕቃዎች ፡ ለመክፈል ፡ ያህል ፡ የውጭ ፡ አገር ፡ የገንዘ
ብ ፡ ለውጥ ፡ ለማግኘት ፡ ካልሆነና ፤ ወይም ፡

(ለ) ለኢንተርናሲዮናል ፡ ሞኒተር ፡ ሬገድ ፡ አባል ፡ ለሆነ ፡ አገር ፡ ሲሠ
ገ ፡ ይህ ፡ የተባለው ፡ ኦርጋኒዛሲዮን ፡ በሬቀደው ፡ ማገጃ ፡ መ
ሠረት ፡ ካልሆነ ፡ በቀር ፡ በሌላው ፡ ከፍተኛ ፡ ተዋዋይ ፡ ግዛት ፡ ውስጥ ፡ በ
ሚከፈሉትና ፡ ወይም ፡ በሌላ ፡ አኳሆን ፡ በሚተላለፉት ፡ ገን
ዘቦችና ፡ ከዚያም ፡ በሚወጡ ፡ ገንዘቦች ፡ ላይ ፡ ማገጃ ፡ አይደር
ግም ።

፲፫ ፡ ከከፍተኛ ፡ ተዋዋዮቹ ፡ አንዱ ፡ ለለገንዘብ ፡ ለውጥ ፡ ማ
ገጃዎች ፡ ያይረገ ፡ እንደሆነ ፡

(ሠ) በዚህ ፡ ሰምምነት ፡ በ፫ኛው ፡ አንቀጽ ፡ በ፬ኛው ፡ ክፍል ፡
የተመለከተው ፡ ተመዛዛኝ ፡ ግምት ፡ (ኮምፐንሴሽን ፡)

(ለ) በደመወዝ ፡ በወለድ ፡ በድርሻ ፡ በኮሚሲዮን ፤ በአበል ፤
(ሮያሊቲ ፡) ለቴክኒክ ፡ አገልግሎት ፡ በሚከፈለ ፡ ገንዘብ ፡
ወይም ፡ በሌላ ፡ አኳኋን ፡ የሚገኝ ፡ ገንዘብ ፡ ገቢና ፡

(ሐ) ለብድር ፡ በየገዢው ፡ የሚከፈለ ፡ ገንዘብ ፡ በመቁየት ፡ ዋጋ

፲፩

ቸው ፡ እየተቀነሰ ፡ ለሚሂድ ፡ መሣሪያዎችና ፡ የካፒታልም ፡ ማስተላ
ለፍ ፡ በሌላው ፡ ከፍተኛ ፡ ተዋዋይ ፡ ገንዘብ ፡ ለመክፈል ፡ እንዲቻል ፡ ያደር
ጋል ። ይህም ፡ ሲደረግ ፡ ለሌሎች ፡ ሥራዎች ፡ በተለይ ፡ የሚያስፈልገው ፡
ሁሉ ፡ እንዲደጋ ይል ፡ ይሆናል ። ባገሩ ፡ ውስጥ ፡ ከአንድ ፡ የበለጠ ፡ የምን
ዛሪ ፡ ልክ ፡ የሆረ ፡ እንደሆነ ፡ ከዚህ ፡ በላይ ፡ ለተመለከተው ፡ አከፋፈል ፡
የኢንተርናሲዮናል ፡ ሞኒተር ፡ ሬገድ ፡ ለእንደዚህ ፡ ያሉ ፡ ሥራዎች ፡ የተ
ቀበለው ፡ የምንዛሪ ፡ ልክ ፡ ይጸናል ። የኢንተርናሲዮናል ፡ ሞኒተር ፡
ሬገድ ፡ የተቀበለው ፡ የምንዛሪ ፡ ልክ ፡ የሌለ ፡ እንደሆነ ፡ ግን ፡ በገንዘብ ፡
መዘዋወር ፡ ላይ ፡ ያለው ፡ ታክስ ፡ ሚዛመር ፡ ታስቦ ፡ ትክክለኛው ፡ የምንዛ
ሪ ፡ ልክ ፡ ይጸናል ።

፫ ። ከከፍተኞች ፡ ተዋዋዮች ፡ አገዱ ፡ በገንዘብ ፡ ለውጥ ፡ ላይ ፡ ማ
ገጀዎች ፡ ያደረገ ፡ እንደሆነ ፡ የዚሁ ፡ ሥራ ፡ የሌለው ፡ ከፍተኛ ፡ ተዋዋይ ፡
ገባይችና ፡ ከፒታሉ ፡ የወጣባቸው ፡ ሥራዎች ፡ ከሌላ ፡ የሠለተኛ ፡ አገር ፡
ገባይችና ፡ ሥራዎች ፡ ጋር ፡ በሚያደርጉት ፡ ውድድር ፡ ጉዳት ፡ በማያመጣ
ባቸው ፡ መንገድ ፡ እንዲሠራ ፡ ያደርጋል ። እንደዚሁም ፡ በዚህ ፡ አንቀ
ጽ ፡ የተመለከተው ፡ ሲሠራበት ፡ ሲታሰብ ፡ ሌላው ፡ ተዋዋይ ፡ በነገሩ ፡
ለመመካከር ፡ እንዲችል ፡ የሚበቃ ፡ ጊዜ ፡ መሰጠት ፡ አለበት ።

አንቀጽ ፡ አሥራ ፡ ሁለት ።

፬ ። እያንዳንዱ ፡ ከፍተኛ ፡ ተዋዋይ ፡ የሌላው ፡ ከፍተኛ ፡ ተዋ
ዋይ ፡ ዕቃዎች ፡ ከማንኛውም ፡ ቦታ ፡ ተነሥተው ፡ በማናቸውም ፡ ዓይ
ነት ፡ መመላለሻ ፡ ሲመጡ ፡ እንደዚሁም ፡ ወደሌላው ፡ ከፍተኛ ፡ ተዋ
ዋይ ፡ ባዛቶች ፡ የሚሳኩ ፡ ዕቃዎች ፡ በማናቸውም ፡ መንገድና ፡ በማናች
ውም ፡ ዓይነት ፡ መመላለሻ ፡ ሲሳኩ ፡

(ሠ) በታክስና ፡ በሌላም ፡ ቀረጥ ፡ እንደሁም ፡ ለሉ ፡ ኪምፖርት
ና ፡ ለሉ ፡ ኪክስፖርት ፡ በሚወጡ ፡ ደንቦችና ፡ ሮርማሊቲዎች ፡
ወይም ፡ (ለ) ባገሩ ፡ ውስጥ ፡ ለለሚጣሉ ፡ ታክሶች ፡ ለለመሸጥ ፡ ወይም ፡ ለ
ለ ፡ ማከፋፈል ፡ በመጋዘን ፡ ለለማስቀመጥና ፡ ለለ ፡ አገልግሎትም ፡ ለማ
ናቸውም ፡ ለሌላ ፡ ሥለተኛ ፡ አገር ፡ ዕቃዎች ፡ ወይም ፡ ወደ ፡ ሥለተኛ ፡ አገ
ር ፡ ኪክስፖርት ፡ ከሚደረጉ ፡ ዕቃዎች ፡ ያነሰ ፡ አለተያየት ፡ አይሰጣቸውም ።

፲፪

፫. እያንዳንዱ ከፍተኛ ተዋዋይ ዕቃዎቹ ወደሌላ ሦስተኛ አገሮች ኤክስፖርት እንዳይደረጉ ወይም ከሦስተኛ አገሮች ወደ አገሩ እንዳይገቡ ማገጃና መከላከያ ከሌለ ወይም ከ፲፩ኛው አንቀጽ በ፩ኛው ክፍለ የተመለከተው አሰፈላጊ ሆኖ ካልተገኘ የሌላው ከፍተኛ ተዋዋይ ዕቃዎች ወደ ግዛቶቹ እንዳይገቡ ወይም ማናቸውም ዕቃ ወደሌላው ከፍተኛ ተዋዋይ ግዛቶች ኤክስፖርት እንዳይሆኑ ማገጃዎችና መከላከያዎች አያደርግም።

፬. አንደኛው ከፍተኛ ተዋዋይ ለሌላው ከፍተኛ ተዋዋይ ጥቅም የሚሰጡት ዕቃዎች ኢምፖርትና ኤክስፖርት የሚወሰን ማገጃ ዴንብ ያወጣ እንደሆነ

(ሀ) እንዲህ ያሉት ዕቃዎች በብዛትም ሆነ በዋጋ ኢምፖርትና ኤክስፖርት የሚሆኑበትን ጊዜና ብዛት ወሰኖ አስቀድሞ ለሕዝብ ማሳታወቅ አለበት እንደሁም በዚህ አኳሆን የተወሰነው ጊዜና ብዛት የሚለወጥ የሆነ እንደሆነ ይህንኑ ያሳታውቃል።

(ለ) ለማናቸውም ሦስተኛ መንግሥት የገባድ ድርሻ የሰጠ እንደሆነ በብዛትም ሆነ በዋጋ ባለፈው ጊዜ ከርሱ በተሰጠው ወይም እርሱ በሰጠው ግምት ተመዘዘኛ የሆነ ለሌላው ከፍተኛ ተዋዋይ ይሰጣል ይህም ሲሆን የዚህኑ ዕቃ ገባድ የሚነኩትን ማናቸውንም ልዩ ምክንያቶች ያመዛዝናል።

፭. እያንዳንዱ ከፍተኛ ተዋዋይ በሌላው ከፍተኛ ተዋዋይ ወገን ገባድ ላይ የማይገባ አድልዎ ሰያደርግ በድዳት ወይም የገባድ መልክ በሌለው ሌላ ልማዳዊ ምክንያት ወይም የማታለል ትክክለኛ ያልሆነ አሠራር እንዳይሠራ ሲከለክል ወይም ሌላ ወሰን ይቸላል።

፮. እያንዳንዱ ከፍተኛ ተዋዋይ ተለዋጭ ያልሆኑ የተከማቹ ገንዘቦች እንዲሠራባቸው ለማረጋገጥ ወይም በውጭ አገር ገንዘብ አሸራረፍ የሚኖረውን ችግር ለማስወገድ አሰፈላጊ የሆኑ ውሳኔዎች ሊያደርግ ይቸላል ይሁን እንጂ እንደዚህ ያሉት ው

፲፫

ሳኔዎች፡የሚፈሰጉት፡ከብዙ፡አገሮች፡ጋር፡አድልዎ፡የሌለበት፡ገፃድ፡ለማስፋፋት፡የታቀደውን፡አሳብ፡ለማሰፈጸም፡እንደዚህ፡ያለውን፡ውሳኔ፡ለማድረግ፡አሰገዳጅ፡የሆነውን፡ያክል፡ትክክለኛ፡ሚዛን፡እንዲገኝ፡ለማድረግ፡አሰፈላጊ፡እስከሚሆን፡ድረስ፡ብቻ፡ነው።

፲፬· እያንዳንዱ፡ከፍተኛ፡ተዋዋይ፡

(ሀ) ከባዛቱ፡ለሚገኝ፡ያሣዎች፡ሀብት፡

(ለ) የወሰን፡ንፃድ፡ለማቃለል፡ሲል፡ለጐረቤቱ፡አገሮች፡ልዩ፡አስተያየት፡የመስጠት፡መብት፡ይኖረዋል፤ ከዚህም፡ሌላ፡እያንዳንዱ፡ከፍተኛ፡ተዋዋይ፡በጠቅላላ፡የታሪፍና፡የንፃድ፡ሰምምነት፡ለሰሚኖረው፡ግዴታዎችና፡በዚሁም፡በተባለው፡ጠቅላላ፡የታሪፍና፡የንፃድ፡ሰምምነት፡መሠረት፡ሊሰጠው፡ለሰሚችል፤ ልዩ፡አስተያየት፡መብት፡ይኖረዋል።

አንቀጽ፡አሥራ፡ሦስት።

፲፭· እያንዳንዱ፡ከፍተኛ፡ተዋዋይ፡ለለ፡ጉምሩክ፡ደንብ፡አሠራር፡በሚያደርገው፡አሰተዳደር፡በጠቅላላው፤

(ሀ) ለለ፡ኢምፖርታሲዮን፡ለለ፡ኤክሰፖርታሲዮን፡አስፈላጊ፡የሆኑትን፡ግዴታዎች፡በፍጥነት፡እያተመ፡ያወጣል።

(ለ) እነዚህን፡ግዴታዎች፡ባንድ፡ዓይነት፡አድልዎ፡በሌለው፡ትክክለኛ፡በሆነ፡መንገድ፡ይሠራባቸዋል።

(ሐ) ሕዝብ፡በዓለጥ፡እንዲያውቃቸው፡ከመደረጉ፡በፊት፡አደለ፡ወይም፡ኤጅግ፡ከባድ፡የሆኑ፡ዓይታዎች፡እገዲሠራባቸው፡አያደርባቸውም።

(መ) የጉምሩክ፡ባለ፡ሥልጣኖች፡በወለኑት፡ላይ፡ይግባኝ፡እንዲኖር፡ይፈቅዳል።

(ሠ) በጽሕፈት፡ለሕተት፡ወይም፡ሆነ፡ብሎ፡ባለተደረገ፡ለሕተት፡ለሚደረገው፡ሕግ፡መተላለፍ፡ለለም፡ያህል፡ብቻ፡ይቀጣቸዋል።

፲፮· በዚህ፡ውል፡ቀደም፡ብለው፡በሚገኙት፡አንቀጸች፡የተመለከቱት፡ውሳኔዎችና፡ዓይታዎች፡ከሚከለክሉት፡በቀር፡የያንዳ

፲፬

ፃዴ፡ ከፍተኛ፡ ተዋዋይ፡ ወገን፡ ለሦኑት፡ ዜጎች፡ ወይም፡ ኩባንያዎች፡ የሚሰጠው፡ አሰተያየት፡ በኢምፖርታሲዮን፡ና፡በኤክሰፖርታሲዮን፡ረገድ፡ ለሌላው፡ ከፍተኛ፡ ተዋዋይ፤ ወይም፡ ለማናቸውም፡ ሦስተኛ፡ መንግሥት፡ ዜጎችና፡ ኩባንያዎች፡ ከሚደረግላቸው፡ አሰተያየት፡ ያነሰ፡ አይሆንም።

አንቀጽ፡ አሥራ፡ አራት።

፩· በሁለቱ፡ ከፍተኛ፡ ተዋዋዮች፡ ግዛቶች፡ መካከል፡ የንግድና፡ የናቪጋሲዮን፡ ነፃነት፡ ይኖራል።

፪· በሕግ፡ በኤያንዳንዱ፡ ከፍተኛ፡ ተዋዋይ፡ ሰንደቅ፡ አላማ፡ ሥር፡ ሆነው፡ የሚሠሩ፡ የንግድ፡ መርከቦች፤ አንደኛው፡ ከፍተኛ፡ ተዋዋይ፡ ለውጭ፡ አገር፡ ንግድና፡ ናቪጋሲዮን፡ እከሬታቸው፡ ወደቦች፡ ሥፍራዎችና፡ ውሃዎች፡ ከእነሚነታቸው፡ ሲገቡ፡ ለሌላው፡ ከፍተኛ፡ ተዋዋይ፡ ወይም፡ ለማናቸውም፡ ሦስተኛ፡ መንግሥት፡ በማናቸውም፡ መንገድ፡ ከሚሰጠው፡ አሰተያየት፡ ያነሰ፡ አይደረግባቸውም። ከከፍተኞቹ፡ ተዋዋዮች፡ ያንደኛው፡ ወገን፡ መርከቦች፡ ከአንደኛው፡ ወደሌላው፡ ከፍተኛ፡ ተዋዋይ፡ የንግድ፡ ዕቃ፡ ሚነዉ፡ በሚያመላልሱበት፡ ጊዜ፡ በሰዩ፡ ሰዩ፡ ግብር፡ በጉምሩክ፡ አሰተዳደር፡ ሰጫች፡ በሚነት፡ የሚከፈል፡ (በባውንቲ) በተቀናሽና፡ ይህንኑም፡ በመሳሰሉ፡ የሌላው፡ ከፍተኛ፡ ተዋዋይ፡ ወይም፡ የሌላ፡ ሦስተኛ፡ መንግሥት፡ መርከቦች፡ ለሚያመላልሱት፡ ይህንኑ፡ ለመሰለ፡ የንግድ፡ ዕቃ፡ ከሚሰጠው፡ ያነሰ፡ አሰተያየት፡ አይደረግበትም። ኤያንዳንዱ፡ ከፍተኛ፡ ተዋዋይ፡ በጠረፍ፡ ንግድ፤ አገር፡ ገብ፡ በሆነ፡ ናቪጋሲዮንና፡ ዓሣ፡ በሚጠመድባቸው፡ የግዛቱ፡ ውሃዎች፡ ለሰራሱ፡ መርከቦች፡ ሰዩ፡ ጥቅምና፡ ሰዩ፡ መብት፡ ሊኖረው፡ ይችላል።

አንቀጽ፡ አሥራ፡ አምስት።

፭· ኤያንዳንዱ፡ ከፍተኛ፡ ተዋዋይ፡

(ሀ) የራሱ፡ የሆኑት፡ ወይም፡ በመንግሥቱ፡ ተቆጣጣሪነት፡ የሚጠበቁት፡ የንግድና፡ እንዱስትሪ፡ ሥራ፡ (ኢንተርፕራይሰ፡) ሰዩ፡ አሰተያየት፡ የተሰጣቸው፡ በግዛቶቹ፡ ውሰጥ፡ የሚገኙ፡

፲፩

ሞኖፖሎች ወይም አዣንሶች የሚያደርጉት የሉላውን ከፍተኛ ተዋዋይ ወገን ንግድ የሚነካ የኢምፖርትና የኢክስፖርት ግዣቸውና ሺያጫቸው በዋጋ በዓይነት በተገኝበት በተሻሚነት በትንሰፖርና ሌላም ይህን በመሳሰለ የንግድ አሰተያየት የተመራ እንደሆነና፤

(ለ) የእንደዚህ ያለው ከፍተኛ ተዋዋይ ዜጐች ኩባንያዎችና ንግድ፤ የንግድ ሰማድ በሚፈቅደው ቦእንደዚህ ያለው መሸጥና መግዛት ተካፋይ ለመሆን እንደወዳደራ የሚያሳዳቸው ነገር እንዳይኖር ያደርጋል።

፲፪ እያንዳንዱ ከፍተኛ ተዋዋይ ለሌላው ከፍተኛ ተዋዋይ ዜጎች ኩባንያዎችና ገባይች፤

(ሠ) መንግሥት በሚገዛው ዕቃ፤

(ለ) ማናቸውንም ኮንሰሲዮንና በግዛቱም ውስጥ ሌላ የመንግሥት ኮንትራቶች በመስጠትና፤

(ሐ) ማናቸውም በመንግሥት የሚሸጥ አገልግሎት ወይም ሰዩ መብት የሚሰጠው ሞኖፖል ወይም ኤጀንሲ በመሸጥ፤ ላገድ ሌላ ሦስተኛ አገር ዜጎች ኩባንያዎችና ንግድ ከሚሰጠው ጋር የሚመዛዘገ የሚገባና ትክክለኛ አሰተያየት ያደርግላቸዋል፤

ከዚህ በላይ ባለው አንቀጽ በ(ሐ) ከፍል የተመለከተው አንደ ከፍተኛ ተዋዋይ በመሸጥ ረገድ የመቆጣጠር ሥልጣን ያላገኘበትን አሁን ያለውን ድርጅት የሚነካ አይሆንም።

አንቀጽ አሥራ ሰድስት።

፲፮ ይህ ውል፤

(ሠ) የወርቅን ወይም የብርን ኢምፖርታሲዮንና ኢክስፖርታሲዮን የሚወሰኑ፤

(ለ) ለራዲዮ አክቲቭና ከራዲዮ አክቲብ ለለሚሠሩ የራዲዮ አክቲቭ ምንጭ ምለሆኑ ነገሮች የወጡና የሚወጡ፤

(ሐ) የጦር መሳሪያን ጥይትና ሌላም የጦር መሣሪያ ሰለ መሥራት ወይም ሰለመሸጥና መለወጥ ወይም ደግሞ ሰጦር ሠራር በቀጥታም ሆነ በተዘዋዋሪ መገ ገድ ሌላ መሣሪያን ሰለመሳከና፣

(መ) አንዱ ከፍተኛ ተዋዋይ የኢንተርናሲዮናልን ሰላምና ደህንነት ለመጠበቅ ወይም ለማስመለስ ያለበትን ግዴታ ለመፈጸም ወይም ዳግም አለሬላንውን የራ ሱን ደህንነት ለመጠበቅ ለሰጠው ያለሬላገው የሚደ ረጉትን ውሳኔዎች እንዳይ ሠራባቸው አይከለክልም።

፪· ይህ ያሁኑ ሰምምነት ባገር ውሰጥ የፖለቲካ ሥ ራ ግብ ለመሥራት መብት አይሰጥም፤

፫· የወደፊት የፖለቲካ አቋቋማቸው በማናቸውም ዓይነት ቢለዋወጥም ከአሜሪካ ወይም ከግዛቶቹና ከይዞታዎ ቹ አንዱ ሳንዱ ኤርሰ በርሰቸውና ለኪዩባ ሬፑብሊክ ለሬሲፒን ሰ ሬፑብሊክ በሞግዚት ለሚተዳደሩ የፖሲፊክ ደሴቶች ለፓናማ ካናል ዞን የተሰጡ መብቶች ከዚህ ውጭ ናቸው።—

አንቀጽ አሥራ ሰባት።

ሰለዚህ ሰምምነት ትርጉም ወይም አሠራር በሁለቱ ከፍተኛ ተዋዋዮች መካከል ከርከር የተነሣ እንደሆ ነ በዲፕሎማሲ ወይም በሌላ ሰላማዊ መንገድ ወደ ሰምም ነት ለመድረስ ሰይሰማሙ ቢቀሩ አንዱ ከፍተኛ ተዋዋይ በጠ የቀው ነገሩ ለኢንተርናሲዮናል ፍርድ ቤት ይቀርባል።

አንቀጽ አሥራ ሰምንተኛ።

በአዲስ አበባ ላይ ሰኔ ሐያ ቀን ሺ ዘጠኝ መቶ ሰ ድስት ዓመተ ምሕረት የተሬረመው የገባድ ሰምምነት ውል በ ዚህ ሰምምነት ተተክቷል።

60602 O - 56(Part 2) - 47

፲፯

አገቀጽ ፡ አሥራ ፡ ዘጠነኛ።

፮· ይህ ፡ ውሳ ፡ ማጽደቂያ ፡ ደብዳቤ ፡ (ራቲፊኬሽን) ይሆራዋል፤ ማጽደቂያውንም ፡ ደብዳቤ ፡ በተቻለ ፡ ፍጥነት ፡ በአዲስ ፡ አበባ ፡ ይለዋወጣሉ።

፯· ማጽደቂያውን ፡ ደብዳቤ ፡ ከተለዋወጡ ፡ ከንድ ፡ ወር ፡ በኋላ ፡ ይህ ፡ ውል ፡ የጸና ፡ ይሆናል። ውሉ ፡ ለአሥር ፡ ዓመት ፡ የጸና ፡ ይሆናል። ከዚያም ፡ በኋላ ፡ በዚህ ፡ ውል ፡ እንደተወሰነው ፡ እስኪፈርስ ፡ ድረስ ፡ ጸንቶ ፡ ይቆያል።

፰· በመጀመሪያው ፡ አሥር ፡ ዓመት ፡ መጨረሻ ፡ ወይም ፡ ከዚያ ፡ በኋላ ፡ በማናቸውም ፡ ጊዜ ፡ ከከፍተኞቹ ፡ ተዋዋዮች ፡ አንዱ ፡ ለሌላው ፡ አንድ ፡ ዓመት ፡ አስቀድሞ ፡ በጽሑፍ ፡ አስታውቆ ፡ ውሉን ፡ ሊያፈርስ ፡ ይችላል።

ይህንኑ ፡ በመመስከር ፡ የያንዳንዱ ፡ ከፍተኛ ፡ ተዋዋይ ፡ ባለሙሉ ፡ ሥልጣኖች ፡ ይህን ፡ ውል ፡ ፈርመው ፡ ማኅተማቸውን ፡ አትመውበታል።

በአዲስ ፡ አበባ ፡ ኳተሜ ፡ ሁለት ፡ ቀን ፡ ሺ ፡ ዘጠኝ ፡ መቶ ፡ አርባ ፡ ሦስት ፡ አመተ ፡ ምሕረት፤ ሁለቱም ፡ እኩልነት ፡ ያላቸው ፡ ሆኖ ፡ በእንግሊዝኛና ፡ በአማርኛ ፡ ተጻፈ። በሁለቱ ፡ ድሑፍ ፡ አነጋገር ፡ ልዩነት ፡ የተፈጠረ ፡ እንደሆነ ፡ ግን ፡ የእንግሊዝኛው ፡ ድሑፍ ፡ ምርጫ ፡ ይሰጠዋል።

[SEAL] [SEAL]

English Text of Note Following

የኢትዮጵያ ፡ ንጉሠ ፡ ነገሥት ፡ መንግሥት ፡
የውጭ ፡ ጉዳይ ፡ ሚኒስቴር ።

MINISTRY OF FOREIGN AFFAIRS

አዲስ ፡ አበባ ፡ Addis Ababa. *7th September, 1951.*

No. . . . . .

EXCELLENCY,

Upon the occasion of the signature this day of the Treaty of Amity and Economic Relations between Ethiopia and the United States of America, I have the honour to assure the Government of the United States of America that in conformity with the assurances previously given and with the firm desire of His Imperial Majesty and of the Imperial Ethiopian Government to provide at all times a modern and enlightened system of courts and judicial administration, in the hearing by the High Court of any matter, all American citizens shall have the right to demand that one of the judges sitting shall have had judicial experience in other lands, and that any American citizen who is a party to any proceedings, civil or criminal, within the jurisdiction of a regional, communal or provincial court, may elect to have the case transferred without additional fee or charge to the High Court for trial. Moreover, American citizens, if arrested, shall be incarcerated only in prisons which are approved by an officer who has had experience in modern prison administration.

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

[SEAL] AKLILOU

His Excellency
J. RIVES CHILDS
Ambassador of the United States of America
Addis Ababa

The Ethiopian Minister for Foreign Affairs to the American Ambassador

ክንውኒ፡ፍቃን፡ኢፀፃሚነቱ

ሰክቡር፡ጅ፡ሬይኽሰ፡ቻይልድሰ፡
የዮናይትድ፡ሰቲትስ፡አሜሪካ፡አምባሳደር፡
አዲስ፡አበባ፣

ክቡር፡ሠይ፡

ዛሬ፡በኢትዮጵያና፡በዩናይትድ፡ሰቲትስ፡አሜሪካ፡መሃከል፡የወዳጅነትና፡የኢኮኖሚክ፡ግንኙነት፡ውል፡ሲሌ ረም፡ከዚሃ፡ቀደሞ፡በተሰጠጪ፡ማረጋገጫና፡ፍርድ፡ቢሯቻ ና፡የፍርድሞ፡አሰተዳዳር፡የተካከሰና፡የአዲስ፡ዘመን፣ ሠርዓት፣ ክንዲኖራቸጪ፡የግርማዊ፡ንጉሠነገሥትና፡የ ኢትዮጵያ፡መንግሥት፡ባሰቸጪ፡የጠበቀ፡ርዳጉት፡መሠረት፡ ሰክፍተና፣ ፍርድ፡ቢት፡በሚቀርብ፡ጉዳይ፣ የአሜሪካን፡ዜጐች፣ ሁሉ፡ከሚቀመጡት፡ዳኞች፡ክንዲ፡የሞሪራ፡ክገሮች፡የ ፍርድ፡ሥራ፡ፊሞድ፡ያሰጪ፡ክንዲሆን፣ ሰመጠየቅ፡መብ ት፡ክንደሚኖራቸጪና፡ክንዲሁም፣ በአጪራጂ፡በጠሪዲ፡ወይ ሞ፡በአንብያ፡ፍርድ፡ቢት፣ የፍትሐብሔር፡ወይም፡የወንጀል ነገር፡ያሰጪ፡አሜሪካዊ፡ሁሉ፡ነገራ፡መደ፡ከፍተኛ፡ፍርድ፡ ቢት፣ ክንዲዛመርሰት፡ቢጠይቅ፡ተጪማሪ፡ገንዘብ፡ሳይከ ፍል፡ሊዛመርሰት፡የሚቻል፡መሆኑን፡በማከበር፡ክረጋግ ንሰምታለሁ። ከዚህም፡ሴላ፡የአሜሪካ፡ዜጐች፡በተያዙ ጊዜ፡ባዲስ፡ዘመን፡የወኛይ፡ቢት፡አሰተዳደር፡ሰምፎ፡ያለ ጪ፡ኖም፡በሚሬትዳቸጪ፡ወኛይ፡ቢሯቸ፡ሀብት፡የሚታሠ ራ፡መሆናቸጪን፡ክረጋግጣለሁ፡

ይህንን፡ምክንያት፣ በማድረግ፡ሰክቡርነትዎ፡ያሰቸን፡ ክፍ፡ያለ፡አሰ ተያየት፡ክገራጃለሁ።

[SEAL]

The American Ambassador to the Ethiopian Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Addis Ababa, September 7, 1951.

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date, reading as follows:

"Upon the occasion of the signature this day of the Treaty of Amity and Economic Relations between Ethiopia and the United States of America, I have the honor to assure the Government of the United States of America that in conformity with the assurances previously given and with the firm desire of His Imperial Majesty and of the Ethiopian Government to provide at all times a modern and enlightened system of courts and judicial administration, in the hearing by the High Court of any matter, all American citizens shall have the right to demand that one of the judges sitting shall have had judicial experience in other lands, and that any American citizen who is a party to any proceedings, civil or criminal, within the jurisdiction of a regional, communal or provincial court, may elect to have the case transferred without additional fee or charge to the High Court for trial. Moreover, American citizens, if arrested, shall be incarcerated only in prisons which are approved by an officer who has had experience in modern prison administration."

I have the honor to thank Your Excellency for these assurances, of which my Government has taken due note.

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

J RIVES CHILDS [SEAL]

His Excellency
Ato AKLILOU ABTE WOLD,
Minister for Foreign Affairs,
Imperial Ethiopian Government,
Addis Ababa.

Ethiopian Text of Foregoing Note

ክቡር፡ ፪ ቀን፡ ፲፱፻፶፩ ዓ.ም.

ሰከቡር፡ አቶ፡ አከሊሉ፡ ሀብተ፡ ወልዴ፡
የኢትዮጵያ፡ ንጉሠ፡ ነገሥት፡ መንግሥት፡ የዉጭ፡ጉዳይ፡ሚኒስቴር
ኤዲስ፡ አበባ፡

ክቡር፡ ሆይ፡

ዛሬ፡ የጃፓንኛ፡ ደብዳቤ፡ መቀበሌን፡ ለማክበር፡ ኤያሱታ ወቅሁ፡ የደብዳቤዉን፡ ቃል፡ ከዚሃ፡ ቀንዱ፡ እጠቀሳለሁ።

ዛሬ፡ በኢትዮጵያና፡ በዩናይትድ፡ ስቴትስ፡ አሜሪካ፡ መሃከል፡ የወዳጅነትና፡ የኢኮኖሚክ፡ ግንኙነት፡ ዉል፡ ረቂቅ፡ ከዚሃ፡ ቀደም፡ በተሰጠዉ፡ ማረጋገጫና፡ ፍርድ፡ ቤቶችና፡ የፍርድም፡ አሰተዳደር፡ የተካከለና፡ የአዲሱ፡ ዘመን፣ ሥርዓት፡ እንዲኖራቸዉ፡ የግርማዊ፡ንጉሠ፡ ነገሥትና፡ የኢትዮጵያ፡ መንግሥት፡ ባሳ ቸዉ፡ የጠበቀ፡ ፍላጐት፡ መሠረት፡ ሰከፍተኛ፡ ፍርድ፡ ቤት፡ በሚቀርብ፡ ጉዳይ፡ የአሜሪካን፡ ዜጐች፡ ሠራ፡ ላመዱ፡ ያለዉ፡ እንዲሆን፡ ለመጠየቅ፡ መብት፡ እንዲሚኖራቸዉና፡ እንዲሁም፡ በአዉራጃ፡ በዉሪዲ፡ መይም፡ በአፕሀያ፡ ፍርድ፡ ቤት፡ የፍትሐብሔር፡ መይም፡ የወንጀል፣ነገር፡ ያለዉ፡ አሜሪካዊ፡ ሠራ፡ ነገሩ፡ወይ፡ከፍተኛ፡ ፍርድ፡ ቤት፡ እንዲዛወርለት፡ ቢጠይቅ፡ ተጨማሪ፡ንጉዛዛ፡ ሳይከፍል፡ ሌዛወርለት፡ የሚቻል፡ መሆኑን፡ለማክበር፡ ከሪጋግጥ፡ልዎታለሁ፡ ከዚሃም፡ሌሳ፡ የአሜሪካ፡ ዜጐች፡ በተያዘ፡ ጊዜ፡ በአዲሱ፡ ዘመን፡ የመሃኒ፡ቤት፡ ከሳቱይ ደር፡ ልመድ፡ ያለዉ፡ ሕም፡ በሚሬቅዱ፡ቸዉ፡መሃኒ፡ቤቱች፣ ዘንድ፡ የሚታሠራ፡መሆናቸዉን፡ ከሪጋግጣለሁ።

ሳለ ሳጡኝ፡ ማረጋገጫ፡ ከቡርነትዎን፡ ኤያመሰገንሁ ይህንኑ፡መንግሥቴ፡ያመቀጨ፡መሆኑን፡ ከሪጋግጣለሁ፡

ይህንንም፡ ምክንያት፡ በማድረግ፡ ለከቡርነትዎ፡ያለኝን፡ ከፍ፣ያለ፡ ከብተያየት፡ ኤገልጻለሁ።

[SEAL]

English Text of Note Following

የኢትዮጵያ ፡ ንጉሠ ፡ ነገሥት ፡ መንግሥት ፡
ሚኒስቴር ፡ ጉዳይ ፡ ሚኒስቴር ፡

MINISTRY OF FOREIGN AFFAIRS

አዲስ ፡ አበባ ፡
Addis Ababa. *7th September, 1951.*

No. . . . . .

EXCELLENCY,

Upon the occasion of the signature this day of the Treaty of Amity and Economic Relations between Ethiopia and the United States of America, I wish to state the following. Inasmuch as the Imperial Ethiopian Government understand it to be the already established policy of the Government of the United States of America to accord customs exemptions to foreign diplomatic and consular staffs on the basis of the provisions set forth in Article IV, paragraph 2, the Imperial Ethiopian Government will apply the same to the diplomatic and consular staffs of the United States of America in Ethiopia. However, in so departing from the rule generally applied in Ethiopia, the Imperial Ethiopian Government cannot envisage the application of such exceptions to other countries whose present policies of customs exemptions are less liberal than those being applied by the Government of the United States of America.

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

[SEAL] AKLILOU

His Excellency
J. RIVES CHILDS
Ambassador of the United States of America
Addis Ababa

The Ethiopian Minister for Foreign Affairs
to the American Ambassador

ጳጉሜ ፫ ቀን ፲፱፻፺፬ ዓ.ም.

ሳክሁር ፫ ሪይሽስ ቻይሬዱስ፣

የዩናይትድ ስቴትስ ኦቭ አሜሪካ፣ አምባሳደር፣

ኤዲስ አበባ፣

ክቡር ሆይ፣

ዛሬ በኢትዮጵያ በዩናይትድ ስቴትስ ኦቭ አሜሪካ መ ሐከል የወዳጅነትና የኪ ከሮ ሚነ ግንኙነት ዉል ሲፈረም ከዚህ ቀጥሎ ያለዉ ነ ሰማስታወቅ እወዳለሁ።

በአራተኛዉ ኣንቀጽ በሁለተኛዉ ክፍለ በተመሰከተዉ መሠረት ሰዉ ሚ ኣገር የዲፕሎማቲ ክና ቆንሲላ ሠራተኞች የጉምሩክ ነፃ መስጠት የዩና ይትድ ስቴትስ ኦቭ አሜሪካ መንግሥት የቆመዉ ዉክሱ መሆኑን ስለተረዳዉ የኢ ትዮጵያ ንጉሠ ነገሥት መንግሥት በበኩሉ ይህንኑ በኢትዮጵያ ሰሚናሩ የዩና ይትድ ስቴትስ ኦቭ አሜሪካ የዲፕሎማቲ ክና የቆንሲላ ሠራተኞች ያዲርግላ ቸዋል። ነገር ግን ይህ በኢትዮጵያ ኣሰከ ዛሬ ሲሠራበት ከቆየዉ ዉነ ጣ ዋት በመሆኑ ባዉኑ አሠራራቸዉ ኣንጂ ዩናይትድ ስቴትስ ኦቭ አሜሪካ ያሉ የጉምሩክ ነፃነት ሰማይሰጡ ሲሉ ኦገሮች የኢትዮጵያ ንጉሠ ነገሥት መንግሥ ት የሚፀናሳቸዉ ኣዲ ርጉ ሲመሰከተዉ ኣይችልም።

ይህንን ምከገያት በማዲረግ ክቡርነትዎ ያሰኛ ነ ከፍ ያለ ኣሰቶያ የት እገለዳለሁ።

[SEAL]

The American Ambassador to the Ethiopian Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Addis Ababa, September 7, 1951.

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date reading as follows:

"Inasmuch as the Imperial Ethiopian Government understand it to be the already established policy of the Government of the United States of America to accord customs exemptions to foreign diplomatic and consular staffs on the basis of the provisions set forth in Article IV, paragraph 2, the Imperial Ethiopian Government will apply the same to the diplomatic and consular staffs of the United States of America in Ethiopia. However, in so departing from the rule generally applied in Ethiopia, the Imperial Ethiopian Government cannot envisage the application of such exceptions to other countries whose present policies of customs exemptions are less liberal than those being applied by the Government of the United States of America."

I have the honor to thank Your Excellency for this communication of which my Government has taken due note.

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

J RIVES CHILDS [SEAL]

His Excellency
Ato AKLILOU ABTE WOLD,
Minister for Foreign Affairs,
Imperial Ethiopian Government,
Addis Ababa.

Ethiopian Text of Foregoing Note

ጳጉሚ ፪ ቀን ፲፱፻፺፫ ዓ ም።

ሉክቡር አቶ አክሊሉ ሀብተ ወልዱ
የኢትዮጵያ ንጉሠ ነገሥት መንግሥት የዉጭ ጉዳይ ሚኒስትር
ክቡር ሆይ፤

ዛሬ የዳታሰኛን ዲብዲቢ መቀበሉን በማክበር ኢያሰታወቅሁ
የዲብዳቢዉን ቃል ከዚህ ቀጥዬ አጠቅሳለሁ።

« ዛሬ በኢትዮጵያ በዩናይትድ ስቴትስ አፍ አሚሪካ መንግስ የመ
ዳቹነትና የኢኮኖሚክ ግንኙነት ሙሉ ሲፈፈም ከዚህ ቀጥሎ ያለዉን ሉ
ማስታወቅ እወዳለሁ።

በ፲፱፻ አገቀ ጵ በዲሲ ከፍሉ በተመለከተዉ መሠረት ሉዉጭ አገ
ር የዲፕሎማቲክና የቆንስላ ሠራተኞች የጉምሩክ ነፃ መስጠት የዩናይት
ድ ስቴትስ አብ አሚሪካ መንግሥት የቆመ ዳንቤ መሆኑን ሉለፈረዳዉ
የኢትዮጵያ ንጉሠ ነገሥት መንግሥት በበኩሉ ይህንኑ በኢትዮጵያ ለሚ
ኖሩ የዩናይትድ ስቴትስ አፍ አሚሪካ የዲፕሎማቲክና የቆንስላ ሠራተ
ኞች ያጨግለቸዋል ነገር ግን ይህ በኢትዮጵያ ኤለከዛሬ ሲሠራበት ከቆ
የዉ ዳንብ የተለየ በመሆኑ በአሁኑ አሠራራቸዉ ኤንዲ ዩናይትድ ስቴ ትስ
አፍ አሚሪካ ያሉ የጉምሩክ ነፃነት ለማይስጡ ለሉሎች አገሮች የኢትዮ
ጵያ ንጉሠ ነገሥት መንግሥት የሚዲናለቸዉ አድርጎ ሲ መለከተዉ አ
ይቸለም።

ከዚህ በላይ የተዳሬዉን ለላስታወቁኝ ክቡርነትዎን ኤያመ
ሰገንኩ ይህንኑ መንግሥቴ ያወቀዉ መሆኑን አረጋግጣለሁ።

ይህንገሙ ምክንያት በማድረግ ለክቡርነትዎ ያለኝን ከፍ
ያለ አስተያየት አገለዳለሁ።

[SEAL] [SEAL]

WHEREAS the Senate of the United States of America by their resolution of July 21, 1953, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said treaty and notes;

WHEREAS the said treaty and notes were ratified by the President of the United States of America on August 4, 1953, in pursuance of the aforesaid advice and consent of the Senate, and were duly ratified on the part of Ethiopia;

WHEREAS the respective instruments of ratification of the said treaty and notes were duly exchanged at Addis Ababa on September 8, 1953;

AND WHEREAS it is provided in paragraph 2 of Article XIX of the said treaty that the treaty shall enter into force one month after the day of exchange of ratifications;

NOW, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the said treaty and notes to the end that the same and each and every article and clause thereof may be observed and fulfilled with good faith on and after October 8, 1953, one month after the day of exchange of ratifications, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this third day of November in the year of our Lord one thousand nine hundred fifty-three and [SEAL] of the Independence of the United States of America the one hundred seventy-eighth.

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

TIAS 2865
June 26 and
30, 1953

NAVIGATION

Transfer of Loran Stations in Newfoundland to the Canadian Government

Agreement between the
UNITED STATES OF AMERICA
and CANADA

- Effected by Exchange of Notes
  Signed at Ottawa June 26 and 30, 1953
- Entered into force June 30, 1953

The Canadian Secretary of State for External Affairs to the American Chargé d'Affaires ad interim

DEPARTMENT OF
EXTERNAL AFFAIRS
CANADA

No. 182

OTTAWA, *June 26, 1953*

SIR,

I have the honour to refer to my Note No. D-166 of June 16, 1952, [1] in which the Canadian Government "agreed in principle to accept responsibility for the operation of the Loran stations at Port aux Basques, Battle Harbour and Bonavista" which are operated at present by the United States Coast Guard.

Annexed to this Note are the conditions which the Canadian Government proposes should govern the transfer of these stations. If these conditions are acceptable to your Government, I should like to suggest that this Note and your reply shall constitute the transfer agreement, effective on the date of your reply.

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

L D WILGRESS
for Secretary of State
for External Affairs

DON C. BLISS, Esq.,
Charge d'Affaires ad interim,
Embassy of the United States of America,
Ottawa.

[1] Not printed.

Conditions relating to the Transfer from the United States Government to the Canadian Government of Loran Stations at Port aux Basques, Bonavista, and Battle Harbour, Newfoundland

The ownership, management, and control of these stations shall be transferred by the United States Coast Guard, acting for the United States Government, to the Department of Transport, acting for the Canadian Government, on September 1, 1953, or on such other date as may be agreed between the United States Coast Guard and the Department of Transport.

2. All buildings, fixed station equipment and non-consumable items at each station, including the recommended complement of spare parts for each equipment, will be transferred to the Department of Transport free of charge.

3. Consumable items on hand at each station at the time of transfer, in accordance with the following schedule, will be transferred to the Department of Transport on a reimbursable basis at current prices. The United States Coast Guard and the Department of Transport may settle arbitrary amounts to cover the price of the items at each station, as it may in practice be found difficult to calculate the actual current prices of the consumable items listed. The following is the schedule.

Port aux Basques	
Fuel Oil	–Tank capacity approximately
Lubricating Oil	–6 months' supply approximately
Gasoline	–6 months' supply approximately
Commissary Supplies	–1 month's supply approximately
Bonavista	
Fuel Oil	–Tank capacity approximately
Lubricating Oil	–6 months' supply approximately
Gasoline	–Tank capacity approximately
Commissary Supplies	–1 month's supply approximately
Battle Harbour	
Fuel Oil	–Tank capacity approximately
Lubricating Oil	–1 year's supply approximately
Gasoline	–1 year's supply approximately
Perishable Commissary Supplies	–6 months' supply approximately
Non-Perishable Commissary Supplies	–1 year's supply approximately

4. If the United States Government or the United States Coast Guard holds title to or any legal interest in any of the land at these stations, such titles or interests shall be legally transferred to the Department of Transport acting for the Canadian Government.

5. In accepting the transfer of these stations it is the intention of the Canadian Government through the Department of Transport to continue their operation and maintenance in the interests of both governments. In the event of the Canadian Government deciding at any time to discontinue the operation of any or all of the stations, the Canadian Government will first enter into consultation with the United States Government on the proposal. If, following such consultation, the United States Government does not concur in the discontinuance of the operation of the station, the matter shall be referred for study and report to the Permanent Joint Board on Defence. Any decision by the Canadian Government will be postponed until the receipt of the report from the Permanent Joint Board on Defence and will take into consideration the views of the Permanent Joint Board on Defence.

6. In the event of the Canadian Government discontinuing the operation of a station pursuant to the procedure set forth above, the United States Government may remove from the station, within a period of one year after notice is received from the Canadian Government, any buildings or parts of buildings or equipment which were transferred to the Canadian Government free of charge pursuant to paragraph 2 above and which remain in existence. After the expiration of this period of one year, all such buildings and equipment shall become the property of the Canadian Government.

The American Chargé d'Affaires ad interim to the Canadian Secretary of State for External Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

EMBASSY OF THE
UNITED STATES OF AMERICA

Note No. 293

June 30, 1953

EXCELLENCY:

With reference to Note No. 182 of the Department of External Affairs, dated June 26, 1953, I have the honor to inform you that my Government accepts the conditions annexed thereto for the transfer

to Canada of the Loran stations at Port aux Basques, Battle Harbor and Bonavista at present operated by the United States Coast Guard.

My Government further agrees that your Note and annex shall, together with my present Note, constitute the transfer agreement between our Governments effective as of today's date.

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

DON C. BLISS

His Excellency
The Honorable
LESTER B. PEARSON,
Secretary of State
for External Affairs,
Ottawa.

WHALING

TIAS 2866
June 1953

Amendments to the Schedule to the International Whaling Convention Signed at Washington December 2, 1946

Adopted at the Fifth Annual Meeting of the International Whaling Commission

- London, June 1953
- Entered into force October 8, 1953

60602 O - 56(Part 2) - 48

INTERNATIONAL WHALING COMMISSION

Amendments to the Schedule to the International Whaling Convention 1946, as made by the Commission at its Fifth Meeting in London, 1953.

I hereby certify that, at its fifth meeting held in London in June, 1953, the International Whaling Commission, by resolution, made the following amendments to the Schedule to the International Whaling Convention signed in Washington on 2nd December, 1946.[1]

Note. The amendments are shown in two parts, those shown in Part II being purely drafting amendments.

Part I

I Paragraph 6. Delete the proviso and insert the following:–

Provided that in any pelagic whaling season for baleen whales the killing of humpback whales shall be permitted on the 1st, 2nd, 3rd and 4th February.

II Paragraph 7 (a). At end add:–

Provided that no blue whales shall be taken before 16th January in any year.

III Paragraph 8 (a), Line 4; for "sixteen thousand" read "fifteen thousand five hundred".

IV Paragraph 8 (c) to be amended to read as follows, the new words being underlined:–

Notification shall be given in accordance with the provisions of Article VII of the Convention, within two days after the end of each calendar week, of data on the number of blue whale units taken in any waters south of 40° South Latitude by all whale catchers attached to factory ships under the jurisdiction of each Contracting Government; Provided that when the number of blue whale units is deemed by the Bureau of International Whaling Statistics to have reached 14,000, notification shall be given as aforesaid at the end of each day of data on the number of blue whale units taken.

[1] Treaties and Other International Acts Series 1849; 62 Stat., pt. 2, p. 1716.

V Paragraph 8 (d) to be amended to read as follows, the new words being underlined:–

If it appears that the maximum catch of whales permitted by sub-paragraph (a) of this paragraph may be reached before 7th April of any year, the Bureau of International Whaling Statistics shall determine on the basis of the data provided, the date on which the maximum catch of whales shall have been deemed to have been reached and shall notify the master of each Factory Ship and each Contracting Government of that date not less than four days in advance thereof. The killing or attempting to kill baleen whales by whale catchers attached to factory ships shall be illegal in any waters south of 40° South Latitude after midnight of the date so determined.

Part II. Drafting Amendments

I Paragraph 4 shall read as follows, the underlined words being new:–

4. It is forbidden to use a whale catcher attached to a factory ship for the purpose of killing or attempting to kill baleen whales in any of the following areas:–

II Paragraph 5 shall read as follows, the underlined words being new:–

5. It is forbidden to use a whale catcher attached to a factory ship for the purpose of killing or attempting to kill baleen whales in the waters south of 40° South Latitude from 70° West Longitude westward as far as 160° West Longitude.

III Paragraph 6. The first two and a half lines of this paragraph shall read as follows, the underlined words being new:–

6. It is forbiden to use a whale catcher attached to a factory ship for the purpose of killing or attempting to kill humpback whales in any waters south of 40° South Latitude;

IV Paragraph 7 (a) shall read as follows, the underlined words being new:–

7 (a) It is forbidden to use a whale catcher attached to a factory ship for the purpose of killing or attempting to kill baleen whales (excluding minke whales) in any waters south of 40° South Latitude, except during the period from 2nd January to 7th April following, both days inclusive.

V Paragraph 7 (b) shall read as follows, the underlined words being new:–

7 (b) Each Contracting Government shall declare for all factory ships and whale catchers attached thereto under its jurisdiction, one continuous open season not to exceed eight months out of any period of twelve months during which the taking or killing of sperm whales by whale catchers may be permitted; provided that a separate open season may be declared for each factory ship and the whale catchers attached thereto.

VI Paragraph 7 (c) shall be deleted and the following new sub-paragraph shall be inserted in lieu:–

7 (c) Each Contracting Government shall declare for all factory ships and whale catchers attached thereto under its jurisdiction one continuous open season not to exceed six months out of any period of twelve months during which the taking or killing of minke whales by the whale catchers may be permitted.

Provided that:

(i) a separate open season may be declared for each factory ship and the whale catchers attached thereto:

(ii) the open season need not necessarily include the whole or any part of the period declared for other baleen whales pursuant to sub-paragraph (a) of this paragraph.

VII Paragraph 7(d). The following new sub-paragraph shall be inserted, as sub-paragraph 7(d).

7(d) Each Contracting Government shall declare for all whale catchers under its jurisdiction not operating in conjunction with a factory ship or land station one continuous open season not to exceed six months out of any period of twelve months during which the taking or killing of minke whales by such whale catchers may be permitted.

VIII Paragraph 10(a) shall read as follows, the underlined words being new:–

10(a) It is forbidden to use a whale catcher attached to a land station for the purpose of killing or attempting to kill baleen and sperm whales except as permitted by the Contracting Government in accordance with sub-paragraphs (b), (c) and (d) of this paragraph.

IX Paragraph 10(b). The first six lines of this sub-paragraph shall read as follows, the underlined words being new:–

10(b) Each Contracting Government shall declare for all land stations under its jurisdiction, and whale catchers attached to such land stations, one open season during which the taking or killing of baleen (excluding minke) whales by the whale catchers shall be permitted. Such open season shall be for a period of not more than six consecutive months in any period of twelve months and shall apply to all land stations under the jurisdiction of the Contracting Government;

X Paragraph 10(c). The first six lines of this sub-paragraph shall read as follows, the underlined words being new:–

10(c) Each Contracting Government shall declare for all land stations under its jurisdiction and for whale catchers attached to such land stations, one open season not to exceed eight consecutive months in any one period of twelve months, during which the taking or killing of sperm whales by the whale catchers shall be permitted, such period of eight months to include the whole of the period of six months declared for baleen whales (excluding minke whales) as provided for in sub-paragraph (b) of this paragraph.

XI Paragraph 10(d). The first five and a half lines shall read as follows, the underlined words being new:–

10(d) Each Contracting Government shall declare for all land stations under its jurisdiction, and for whale catchers attached to such land stations, one open season not to exceed six consecutive months in any period of twelve months during which the taking or killing of minke whales by the whale catchers shall be permitted (such period not being necessarily concurrent with the period declared for other baleen whales, as provided for in sub-paragraph (b) of this paragraph);

XII Paragraph 10(e) shall be deleted and sub-paragraph 10(f) shall be renumbered 10(e).

XIII Paragraph 12. A new sub-paragraph 12(a) shall be inserted as follows, existing sub-paragraphs 12(a) and 12(b) being renumbered 12(b) and 12(c) respectively:–

12(a) It is forbidden to use a factory ship or a land station for the purpose of treating any whales (whether or not killed by whale catchers under the jurisdiction of a Contracting Government) the killing of which by whale catchers under the juris-

diction of a Contracting Government is prohibited by the provisions of paragraphs 2, 4, 5, 6, 7, 8, or 10 of this Schedule.

XIV In Paragraph 12(b), as renumbered, insert the word "other" after the opening word "All".

XV Paragraph 18. At end add the following new sentence:–

(2) "Whales taken" means whales that have been killed and either flagged or made fast to catchers.

This involves a consequential amendment, the figure (1) being inserted after 18.

And I hereby further certify that these amendments were communicated to each and every Contracting Government by letter dated 30th June, 1953, and no objections having been received, came into force on 8th October, 1953, the 90 days following the notification of the amendments to each Contracting Government, as prescribed by Article V of the International Whaling Convention 1946, being deemed to have expired on 7th October, 1953, at midnight, 24 hours.

A. T. A. DOBSON
Secretary to the Commission

19th October, 1953.

NAVAL MISSION TO CHILE

TIAS 2867
Oct. 6 and 26, 1953

Agreement between the
UNITED STATES OF AMERICA
and CHILE

Extending and Amending
Agreement of February 15, 1951

- Effected by Exchange of Notes Signed at Washington October 6 and 26, 1953
- Entered into force October 26, 1953

The Chilean Ambassador to the Secretary of State

EMBAJADA DE CHILE
WASHINGTON
Oct 6–1953

N° 1544-196

EXCELENCIA:

Tengo el honor de manifestar a Vuestra Excelencia que mi Gobierno, de acuerdo con lo estipulado en los Arts. 2 y 3 del Convenio sobre la Misión Naval de Estados Unidos de América en la República de Chile, suscrito en Washington el 15 de Febrero de 1951, desearía prorrogar por un nuevo período de tres años la vigencia de tal Convenio.

Lo mismo que en el caso de la renovación del Convenio sobre la Misión de la Fuerza Aérea de Estados Unidos en Chile, a que se refiere la nota n° 1364/176 que dirigí a Vuestra Excelencia con fecha 9 de Septiembre de 1953, mi Gobierno propone agregar el siguiente inciso al actual Art. 8° del Convenio:

"Articulo 8 . . . . . .

"Sin perjuicio de lo anterior, los miembros de la Misión podrán representar a los Estados Unidos de América en cualquier comisión o en cualquiera otra capacidad que se relacione con la cooperación militar a la defensa del hemisferio, o con la ejecución del Convenio de Ayuda Militar entre los Gobiernos de Chile y de los Estados Unidos de América. En el desempeño de las actividades a que se refiere este inciso, los miembros de la Misión actuarán bajo la dirección del Jefe de la Misión Diplomática de Estados Unidos de América y serán responsables ante éste".

Con la redacción del Art. 8° en la forma sugerida, se haría innecesario mantener la disposición contenida en el Art. 31 del Convenio sobre la Misión Naval, por lo que me permito proponer a Vuestra Excelencia su eliminación.

Agradeceré debidamente a Vuestra Excelencia que tenga a bien comunicarme si la prórroga por un período de tres años, a partir del 15 de Febrero de 1954, del Convenio sobre la Misión Naval de Estados Unidos de América en la República de Chile, con las modificaciones propuestas en la presenta nota, son del agrado del Gobierno de Vuestra Excelencia.

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

A. JARA

Anibal Jara
Embajador de Chile

Al Excelentísimo Señor JOHN FOSTER DULLES
Secretario de Estado de los
Estados Unidos de América
Departamento de Estado
Washington 25 D C

Translation

EMBASSY OF CHILE
WASHINGTON
Oct. 6, 1953

No. 1544-196

EXCELLENCY:

I have the honor to inform Your Excellency that in conformity with the provisions of articles 2 and 3 of the Agreement on the Naval Mission of the United States of America in the Republic of Chile, signed at Washington on February 15, 1951, [1] my Government would like to extend the life of that agreement for a new period of three years.

As in the case of the extension of the Agreement on the United States Air Force Mission in Chile, referred to in note No. 1364/176 which I addressed to Your Excellency on September 9, 1953, [2] my Government proposes that the following clause be added to the present article 8 of the agreement:

"Article 8 . . . . .

"Without prejudice to the foregoing, the members of the Mission may represent the United States of America on any commission or in any other capacity having to do with military cooperation in the defense of the hemisphere, or with the execution of the Agreement on Military Assistance between the Governments of Chile and the United States of America. In carrying out the activities referred to in this clause, the members of the Mission will act under the direction of the Chief of the Diplomatic Mission of the United States of America and will be responsible to him".

With the drafting of article 8 in the form suggested, it would become unnecessary to retain the provision contained in article 31 of the Agreement on the Naval Mission, for which reason I take the liberty of proposing to Your Excellency its elimination.

[1] Treaties and Other International Acts Series 2202; 2 UST 535.
[2] Not printed.

I shall duly appreciate it if Your Excellency will be good enough to inform me whether the extension of the Agreement on the Naval Mission of the United States of America in the Republic of Chile for a period of three years beginning February 15, 1954, with the changes proposed in this note, is agreeable to Your Excellency's Government.

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

A. JARA

Anibal Jara
Ambassador of Chile

His Excellency
JOHN FOSTER DULLES,
Secretary of State
of the United States of America,
Department of State,
Washington 25, D. C.

The Secretary of State to the Chilean Ambassador

DEPARTMENT OF STATE
WASHINGTON
October 26 1953

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 1544–196 of October 6, 1953 in which you express the desire of your Government to amend the Naval Mission Agreement between the Governments of the Republic of Chile and of the United States of America signed at Washington on February 15, 1951, to add an additional clause to Article 8 thereof and to delete Article 31, and as thus amended, to extend the Agreement for a period of three years effective February 15, 1954.

I am pleased to inform Your Excellency that the Government of the United States of America agrees to the suggested amendments and the proposed extension of the Naval Mission Agreement for a period of three years effective February 15, 1954.

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

For the Secretary of State:
ROBERT F. WOODWARD

His Excellency
Señor ANIBAL JARA,
Ambassador of Chile.

DEFENSE

TIAS 2868
Oct. 12, 1953.

Military Facilities in Greece

Agreement between the UNITED STATES OF AMERICA and GREECE

- Signed at Athens October 12, 1953
- Entered into force October 12, 1953

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE KINGDOM OF GREECE CONCERNING MILITARY FACILITIES

Σ Υ Μ Φ Ω Ν Ι Α

ΜΕΤΑΞΥ ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ

ΚΑΙ ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΠΕΡΙ ΣΤΡΑΤΙΩΤΙΚΩΝ ΣΥΚΟΛΙΩΝ

AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA

AND THE KINGDOM OF GREECE

CONCERNING MILITARY

FACILITIES

The United States of America and the Kingdom of Greece being parties of the North Atlantic Treaty, which was signed at Washington on April 4, 1949[1] and having regard to their respective responsibilities under the aforesaid Treaty to provide for the security and defense of the North Atlantic Treaty Area, and under Article 3 thereof to develop their collective capacity to resist armed attack, have entered into the following Agreement:

ARTICLE I

1. The Government of Greece hereby authorizes the Government of the United States of America, subject to the terms and conditions set forth in this Agreement and to technical arrangements between appropriate authorities of the two Governments, to utilize such roads, railways and areas, and to construct, develop, use and operate such military and supporting facilities in Greece as appropriate authorities of the two Governments shall from time to time agree to be necessary for the implementation of, or in

[1] Treaties and Other International Acts Series 1964; 63 Stat., pt. 2, p. 2241.

ΣΥΜΦΩΝΙΑ ΜΕΤΑΞΥ ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ
ΚΑΙ ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ
ΠΕΡΙ ΣΤΡΑΤΙΩΤΙΚΩΝ ΕΥΚΟΛΙΩΝ

Αἱ Ἡνωμέναι Πολιτεῖαι τῆς Ἀμερικῆς καὶ τὸ Βασίλειον τῆς Ἑλλάδος, μέλη τῆς Βορειοατλαντικῆς Συνθήκης τῆς ὑπογραφείσης ἐν Οὐασιγκτῶνι τὴν 4ην Ἀπριλίου 1949, ἔχοντα ὑπ'ὄψιν τὰς ἐκ τῆς Συνθήκης ταύτης ἀπορρεούσας εὐθύνας των σχετικῶς μέ τὴν ἀσφάλειαν καὶ ἄμυναν τῆς περιοχῆς τῆς Βορειοατλαντικῆς Συνθήκης καὶ τὸ ἄρθρον 3 τῆς Συνθήκης ταύτης περὶ ἀναπτύξεως τῆς συλλογικῆς αὐτῶν ἱκανότητος ὅπως ἀμυνθοῦν ἐναντίον ἐνόπλου ἐπιθέσεως, συνῆψαν τὴν ἀκόλουθον Συμφωνίαν:

ΑΡΘΡΟΝ I

1. Διὰ τοῦ παρόντος ἡ Ἑλληνικὴ Κυβέρνησις ὑπὸ τὰς προϋποθέσεις καὶ τοὺς ὅρους τοὺς καθοριζομένους ἐν τῇ παρούσῃ Συμφωνίᾳ, ὡς καὶ ἐπὶ τῇ βάσει τῶν τεχνικῶν συνεννοήσεων μεταξὺ τῶν ἁρμοδίων Ἀρχῶν τῶν δύο Κυβερνήσεων, ἐξουσιοδοτεῖ τὴν Κυβέρνησιν τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς νὰ χρησιμοποιῇ ὁδοὺς, σιδηροδρομικὰς γραμμὰς καὶ χώρους καὶ νὰ κατασκευάζῃ, ἀναπτύσσῃ, χρησιμοποιῇ καὶ θέτῃ ἐν λειτουργίᾳ στρατιωτικὰ καὶ βοηθητικὰ ἔργα ἐν Ἑλλάδι, οἷα αἱ ἁρμόδιαι Ἀρχαὶ τῶν δύο Κυβερνήσεων ἤθελον θεωρήσει κατὰ καιροὺς ὡς ἀναγκαῖα διὰ τὴν ἐφαρμογὴν ἢ τὴν

furtherance of, approved NATO plans. The construction, development, use and operation of such facilities shall be consistent with recommendations, standards and directives from the North Atlantic Treaty Organization (NATO) where applicable.

2. For the purpose of this Agreement and in accordance with technical arrangements to be agreed between the appropriate authorities of the two Governments, the Government of the United States of America may bring in, station and house in Greece United States personnel. United States Armed Forces and equipment under their control may enter, exit, circulate within and overfly Greece and its territorial waters subject to any technical arrangements that may be agreed upon by the appropriate authorities of the two Governments. These operations shall be free from all charges, duties and taxes.

3. The priorities, rates of consumption and charges established for the United States Armed Forces for such services as electric power, sewerage, water supply, communication systems, and freight and personnel transportation by rail, will be no less favorable than those established for the Greek Armed Forces.

ARTICLE II

1. Equipment, materials and supplies imported by or on behalf of the Government of the United States of America in connection with the construction, development, operation or maintenance of agreed installations and facilities and the official support of the United States Forces, civilian components, and their dependents shall be exempt from all duties, taxes, custom restrictions and inspections.

προαγωγήν ἐγκεκριμένων σχεδίων τοῦ NATO. Ἡ κατασκευή, ἀνάπτυξις, χρησιμοποίησις καί θέσις ἐν λειτουργίᾳ τοιούτων ἔργων θά εἶναι σύμφωνος πρός συστάσεις, τύπους καί ὁδηγίας τῆς Ὀργανώσεως τῆς Βορειοατλαντικῆς Συνθήκης (NATO), ὅπου αὗται εἶναι ἐφαρμόσιμοι.

2. Χάριν τοῦ σκοποῦ τῆς παρούσης Συμφωνίας καί συμφώνως πρός τάς μεταξύ τῶν ἁρμοδίων Ἀρχῶν τῶν δύο Κυβερνήσεων διεξαχθησομένας τεχνικάς συνεννοήσεις, ἡ Κυβέρνησις τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς δύναται νά φέρῃ, ἐγκαθιστᾷ καί στεγάζῃ ἐν Ἑλλάδι προσωπικόν τῶν Ἡνωμένων Πολιτειῶν. Αἱ Ἔνοπλοι Δυνάμεις τῶν Ἡνωμένων Πολιτειῶν καί τό ὑπό τόν ἔλεγχόν των ὑλικόν δύνανται νά εἰσέρχωνται, ἐξέρχωνται, κυκλοφοροῦν, ὑπερίπτανται ἐλευθέρως ἐν Ἑλλάδι καί εἰς τά χωρικά της ὕδατα, ὑπό τήν ἐπιφύλαξιν οἱασδήποτε τεχνικῆς συνεννοήσεως εἰς ἣν ἤθελον προέλθει αἱ ἁρμόδιαι Ἀρχαί τῶν δύο Κυβερνήσεων. Αἱ ἐνέργειαι αὗται ἀπαλλάσσονται οἱωνδήποτε τελῶν, δικαιωμάτων καί φόρων.

3. Αἱ καθορισθησόμεναι διά τάς Ἐνόπλους Δυνάμεις τῶν Ἡνωμένων Πολιτειῶν προτεραιότητες, ἐπίπεδα καταναλώσεως καί τιμολόγια διά ὑπηρεσίας ὡς ἠλεκτρικόν ρεῦμα, ἀποχετεύσεις, ὑδρεύσεις, μέσα ἐπικοινωνιῶν, μεταφοραί προσωπικοῦ καί ὑλικοῦ διά σιδηροδρόμων δέν θά εἶναι ὀλιγώτερον εὐνοϊκαί τῶν ἰσχυουσῶν διά τάς Ἑλληνικάς Ἐνόπλους Δυνάμεις.

ΑΡΘΡΟΝ ΙΙ

Ι. Μηχανήματα, ὑλικά καί ἐφόδια τά ὁποῖα θέλουν εἰσαχθῆ ὑπό ἢ διά λογαριασμόν τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς, ἔχοντα σχέσιν μέ τήν κατασκευήν, ἀνάπτυξιν, λειτουργίαν ἢ συντήρησιν τῶν συμφωνηθεισῶν ἐγκαταστάσεων καί ἔργων, ὡς καί τῶν ὑπό τῶν ἁρμοδίων Ἀρχῶν ἐφοδιασμόν τῶν Ἐνόπλων Δυνάμεων τῶν Ἡνωμένων Πολιτειῶν, τῶν πολιτικῶν αὐτῶν ὑπαλλήλων καί τῶν μελῶν τῶν οἰκογενειῶν των, θά εἶναι ἀπηλλαγμένα τελῶν, φόρων, τελωνειακῶν περιορισμῶν καί ἐλέγχων.

60602 O - 56(Part 2) - 49

2. All removable facilities erected or constructed by or on behalf of the Government of the United States of America at its sole expense and all equipment, materials and supplies brought into Greece or purchased in Greece by or on behalf of the Government of the United States of America in connection with the construction, development, operation and maintenance of agreed installations and facilities will remain the property of the Government of the United States of America and may be removed from Greece. No such removal or disposition will be undertaken which will prejudice the mission of the NATO.

3. The United States of America will be compensated by the Greek Government for the residual value, if any, of the facilities acquired, developed and constructed at United States expense under the present Agreement and not removed or otherwise disposed of in accordance with paragraph 2 of this Article, including those facilities developed or constructed jointly by United States and Greek funds, when such facilities or any part thereof are no longer needed by the military forces of the United States. The amount and manner of compensation shall be in accordance with agreements to be made between the appropriate authorities of the contracting parties. Negotiations as to the method for treating the residual value of these facilities will be without prejudice to agreements within the NATO.

ARTICLE III

For the implementation of this Agreement the provisions of Article I, paragraphs 3a and 3b of Legislative Decree 694 of May 7, 1948, and the Memorandum of Understanding between the Government of the United States and the Government of Greece dated February 4, 1953,[1] shall be applied in accordance

[1] Treaties and Other International Acts Series 2775; 4 UST 166.

2. Πᾶσαι αἱ κινηταὶ ἐγκαταστάσεις αἱ συναρμολογηθησόμεναι ἢ κατασκευασθησόμεναι ὑπὸ ἢ διὰ λογαριασμὸν τῆς Κυβερνήσεως τῶν Η.Π.Α. δαπάναις ταύτης, ὡς ἐπίσης ἅπαντα τὰ μηχανήματα, ὑλικὰ καὶ ἐφόδια τὰ εἰσαχθησόμενα εἰς Ἑλλάδα ἢ ἀγορασθησόμενα ἐν Ἑλλάδι ὑπὸ ἢ διὰ λογαριασμὸν τῆς Κυβερνήσεως τῶν Η.Π.Α. καὶ σχετικὰ μὲ τὴν κατασκευήν, ἀνάπτυξιν, λειτουργίαν καὶ συντήρησιν συμπεφωνημένων ἐγκαταστάσεων καὶ ἔργων θὰ παραμείνουν ἰδιοκτησία τῆς Κυβερνήσεως τῶν Η.Π.Α. καὶ θὰ δύνανται νὰ ἐξαχθοῦν ἐξ Ἑλλάδος. Οὐδεμία ὅμως τοιαύτη ἐξαγωγὴ ἢ διάθεσις θέλει γίνει ἥτις θὰ παραβλάψῃ τὴν ἐκπλήρωσιν τῆς ἀποστολῆς τοῦ NATO.

3. Αἱ Η.Π.Α. θὰ ἀποζημιωθοῦν ἀπὸ τὴν Ἑλληνικὴν Κυβέρνησιν διὰ τὴν ὑπολειπομένην ἀξίαν, ἐφ'ὅσον ὑπάρξῃ, τῶν δαπάναις τῶν Η.Π.Α. βάσει τῆς παρούσης Συμφωνίας, ἀγορασθέντων, ἀναπτυχθέντων, καὶ κατασκευασθέντων ἔργων, τὰ ὁποῖα δὲν ἐξήχθησαν ἢ ἄλλως διετέθησαν συμφώνως μὲ τὴν παράγραφον 2 τοῦ παρόντος ἄρθρου, συμπεριλαμβανομένων καὶ τῶν ἀπὸ κοινοῦ μὲ ἀμερικανικὰ καὶ ἑλληνικὰ κεφάλαια ἀναπτυχθέντων ἢ κατασκευασθέντων ἔργων, ὅταν ταῦτα ἢ μέρος αὐτῶν δὲν θὰ εἶναι πλέον ἀναγκαῖα εἰς τὰς Ἐνόπλους Δυνάμεις τῶν Η.Π.Α. Τὸ ποσὸν καὶ ὁ τρόπος ἀποζημιώσεως θὰ καθορίζεται διὰ συμφωνιῶν συνομολογουμένων μεταξὺ τῶν ἁρμοδίων Ἀρχῶν τῶν Συμβαλλομένων Μερῶν. Αἱ διαπραγματεύσεις αἱ σχετικαὶ μὲ τὴν μέθοδον καθορισμοῦ τῆς ὑπολειπομένης ἀξίας τῶν ἔργων τούτων δὲν θὰ δύνανται νὰ παραβλάψουν τὰς ἐντὸς τῶν πλαισίων τοῦ NATO συμφωνίας.

ΑΡΘΡΟΝ III

1. Διὰ τὴν ἐφαρμογὴν τῆς παρούσης Συμφωνίας, αἱ διατάξεις τοῦ ἄρθρου 1, παρ.3α καὶ 3β τοῦ Ν.Δ.694/7-5-48 καὶ τὸ Ὑπόμνημα Συμφωνίας μεταξὺ τῶν Κυβερνήσεων τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ Ἑλλάδος τῆς 4ης Φεβρουαρίου 1953, θὰ ἐφαρμοσθοῦν ὑπὸ

with terms mutually agreed.

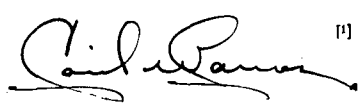
2. The United States Armed Forces in Greece under this Agreement may also establish and continue to use or operate United States military post offices.

ARTICLE IV

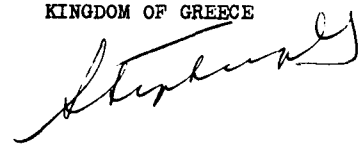
The present Agreement will come into force from the date on which it is signed, and will remain in effect during the period of the validity of the North Atlantic Treaty.

DONE at Athens in duplicate, in the English and Greek languages, the two texts having equal authenticity, this 12th day of October, 1953.

FOR THE
UNITED STATES OF AMERICA [1]



FOR THE
KINGDOM OF GREECE [2]



[1] Cavendish W. Cannon.
[2] Stephanopoulos.

τοὺς ἀμοιβαίως συμφωνηθέντας ὅρους.

2. Αἱ ἐν Ἑλλάδι, βάσει τῆς παρούσης Συμφωνίας, εὑρισκόμεναι Ἔνοπλοι Δυνάμεις τῶν Η.Π.Α. δύνανται ἐπίσης νά ἐγκαθιστοῦν καί νά ἐξακολουθοῦν νά θέτουν ἐν λειτουργίᾳ καί νά χρησιμοποιοῦν στρατιωτικά ταχυδρομεῖα τῶν Ἡνωμένων Πολιτειῶν.

ΑΡΘΡΟΝ IV

Ἡ παροῦσα Συμφωνία τίθεται ἐν ἰσχύϊ ἀπό τῆς ἡμέρας τῆς ὑπογραφῆς αὐτῆς καί θέλει παραμείνει ἐν ἰσχύϊ καθ' ὅλην τήν διάρκειαν τῆς ἰσχύος τῆς Βορειοατλαντικῆς Συνθήκης.

ΕΓΕΝΕΤΟ ἐν Ἀθήναις εἰς διπλοῦν εἰς τήν ἀγγλικήν καί τήν ἑλληνικήν γλῶσσαν, ἀμφοτέρων τῶν κειμένων ὄντων ἐξ ἴσου αὐθεντικῶν, τήν 12ην ἡμέραν τοῦ μηνός Ὀκτωβρίου τοῦ ἔτους 1953.-

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ
ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ
ΤΗΣ ΑΜΕΡΙΚΗΣ

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ
ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

[SEAL]

TIAS 2869
July 7, Sept. 21
and Oct. 13, 1953

UNITED STATES AIR FORCE MISSION TO CUBA

Agreement between the
UNITED STATES OF AMERICA
and CUBA

Extending Agreement of December 22, 1950,
as Extended

- Effected by Exchange of Notes
Signed at Washington July 7,
September 21, and October 13, 1953
- Entered into force October 13, 1953

The Cuban Ambassador to the Secretary of State

EMBAJADA DE CUBA
WASHINGTON, D. C.

300 7 DE JULIO DE 1953.

EXCELENCIA:

De acuerdo con instrucciones recibidas al respecto del Gobierno de Cuba, tengo el honor de manifestar a Vuestra Excelencia que mi Gobierno desea hacer uso de la cláusula contenida en el Artículo III del Arreglo entre los Gobiernos de la República de Cuba y de los Estados Unidos de América, sobre prestación de servicios de una Misión de la Fuerza Aérea de los Estados Unidos en la República de Cuba, suscrito en Washington el día 22 de diciembre de 1950 y prorragado por el plazo de un ano por medio de un cambio de notas con fechas de 11 de agosta y 26 de septiembre de 1952.

Dicho Artículo III establece lo siguiente:

"Si el Gobierno de la República de Cuba desea que los servicios de la Misión se prorroguen más allá del período estipulado, hará una propuesta por escrito a tal efecto seis meses antes de la expiración de este Arreglo".

En consecuencia, me permito hacer llegar a Vuestra Excelencia y por su digno conducto a los organismos pertinentes, la expresión del deseo del Gobierno de Cuba de que en aplicación de la cláusula contenida en el Artículo III del mencionado Arreglo, los servicios de la Misión de la Fuerza Aérea de los Estados Unidos en Cuba sean extendidos por un año más a partir de la fecha del vencimiento de dicho Arreglo.

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

A. F. CONCHESO.

Al Excelentísimo
Señor JOHN FOSTER DULLES,
Secretario de Estado de los
Estados Unidos de América,
Washington, D. C.

Translation

EMBASSY OF CUBA
WASHINGTON, D. C.

300

JULY 7, 1953.

EXCELLENCY:

In accordance with instructions received from the Government of Cuba, I have the honor to inform Your Excellency that my Government wishes to avail itself of the clause contained in article III of the agreement between the Governments of the Republic of Cuba and the United States of America, on the services of an Air Force Mission of the United States in the Republic of Cuba, signed at Washington on December 22, 1950, [1] and extended for a period of one year by an exchange of notes of August 11 and September 26, 1952. [2]

The aforesaid article III provides as follows:

"If the Government of the Republic of Cuba wishes the services of the Mission to be extended beyond the stipulated period, it shall make a proposal to that effect in writing six months before the expiration of this Agreement".

Therefore, I take the liberty of informing Your Excellency, and through you the appropriate agencies, of the desire of the Government of Cuba that in application of the clause contained in article III of the above-mentioned agreement, the services of the United States Air Force Mission in Cuba be extended for another year following the date of expiration of the agreement.

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

A. F. CONCHESO.

His Excellency
JOHN FOSTER DULLES,
Secretary of State of the
United States of America,
Washington, D. C.

[1] Treaties and Other International Acts Series 2166; 1 UST 888.
[2] TIAS 2698; 3 UST, pt. 4, p. 5091.

The Cuban Ambassador to the Secretary of State

EMBAJADA DE CUBA
WASHINGTON, D. C.

389 21 DE SEPTIEMBRE DE 1953.

EXCELENCIA:

En relación con mi nota número 300 fechada en 7 de julio último rogándole a Vuestra Excelencia hiciera por su digno conducto a los organismos pertinentes la expresión del deseo del Gobierno de Cuba de que se prorrogasen los servicios de la Misión de la Fuerza Aérea de los Estados Unidos en Cuba, cúmpleme significarle de conformidad con instrucciones recibidas que mi Gobierno no tiene inconveniente en que los referidos servicios de dicha Misión Aérea fuesen extendidos por dos años más en vez de uno que fueron solicitados anteriormente en la nota a que hago mención.

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

A. F. CONCHESO.

Al Excelentísimo Señor JOHN FOSTER DULLES,
Secretario de Estado de los
Estados Unidos de América.
Washington, D. C.

Translation

EMBASSY OF CUBA
WASHINGTON, D. C.

389 SEPTEMBER 21, 1953.

EXCELLENCY:

With reference to my note No. 300, dated July 7, 1953, requesting that through Your Excellency's high intermediary the pertinent agencies be informed of the desire of the Government of Cuba to extend the services of the United States Air Force Mission in Cuba, I respectfully inform you, in conformity with instructions received, that my Government has no objection to the extension of the services of the said Air Mission for two more years instead of one as requested previously in the note to which I refer.

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

A. F. CONCHESO.

His Excellency
JOHN FOSTER DULLES,
Secretary of State of the
United States of America,
Washington, D. C.

The Secretary of State to the Cuban Ambassador

DEPARTMENT OF STATE
WASHINGTON
October 13 1953

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 300 of July 7, 1953 in which it is requested that the Air Force Mission Agreement with Your Excellency's Government signed at Washington on December 22, 1950 and extended for a period of one year by an exchange of notes of August 11 and September 26, 1952 be further extended for one year. I also refer to Your Excellency's note No. 389 of September 21, 1953 which modifies the request contained in note No. 300, to provide for a two year extension instead of one year as previously requested.

I wish to inform Your Excellency that the Government of the United States of America is agreeable to a two year extension of the Air Force Mission Agreement between our two Governments effective December 22, 1953.

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

For the Secretary of State:
JOHN M. CABOT

His Excellency
Senor Dr. AURELIO F. CONCHESO,
Ambassador of Cuba.

AIR TRANSPORT SERVICES

TIAS 2870
July 21 and
Nov. 2, 1953

Agreement between the UNITED STATES OF AMERICA and the UNION OF SOUTH AFRICA

Amending Agreement of May 23, 1947

- Effected by Exchange of Notes Signed at Washington July 21 and November 2, 1953
- Entered into force November 2, 1953

The Secretary of State to the Ambassador of the Union of South Africa

DEPARTMENT OF STATE
WASHINGTON
July 21 1953

EXCELLENCY:

I have the honor to refer to your note of March 24, 1953 [1] concerning a request of the Government of the Union of South Africa to amend paragraph (2) of Schedule II of the Annex to the Air Transport Agreement between the Government of the United States of America and the Union of South Africa signed on May 23, 1947. [2]

The Government of the Union of South Africa has requested that the Annex to the Agreement be amended by (a) the deletion in Schedule II of the words "and Capetown" after the word "Johannesburg" where the latter occurs for the first time, and (b) the substitution in paragraph (2) of Schedule II for the word "Capetown" of the word "Johannesburg".

The Government of the United States of America is agreeable to amending the Air Transport Agreement in accordance with the foregoing proposal. It is understood that the Government of the Union of South Africa is desirous of reserving the right to operate the air service to Capetown to air carriers of South African nationality.

I have the honor to suggest that the present note and your reply to that effect shall be regarded as placing on record the understanding arrived at between the two Governments in this matter and as amending the said Agreement accordingly.

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

For the Secretary of State:
SAMUEL C WAUGH

His Excellency
G. P. JOOSTE,
Ambassador of the Union of South Africa.

[1] Not printed.
[2] Treaties and Other International Acts Series 1639; 61 Stat., pt. 3, p. 3066.

The Ambassador of the Union of South Africa to the Secretary of State

EMBASSY OF THE UNION OF SOUTH AFRICA
AMBASSADE VAN DIE UNIE VAN SUID AFRIKA
WASHINGTON 8, D. C.

SIR, *2nd November, 1953.*

I have the honour to acknowledge the receipt of your note of the 21st July, 1953, reading as follows:—

"I have the honour to refer to your note of March 24, 1953, concerning a request of the Government of the Union of South Africa to amend paragraph (2) of Schedule II of the Annex to the Air Transport Agreement between the Government of the United States of America and the Union of South Africa signed on May 23, 1947.

"The Government of the Union of South Africa has requested that the Annex to the Agreement be amended by (a) the deletion in Schedule II of the words "and Capetown" after the word "Johannesburg" where the latter occurs for the first time, and (b) the substitution in paragraph (2) of Schedule II for the word "Capetown" of the word "Johannesburg".

"The Government of the United States of America is agreeable to amending the Air Transport Agreement in accordance with the foregoing proposal. It is understood that the Government of the Union of South Africa is desirous of reserving the right to operate the air service to Cape Town to air carriers of South African nationality.

"I have the honour to suggest that the present note and your reply to that effect shall be regarded as placing on record the understanding arrived at between the two Governments in this matter and as amending the said Agreement accordingly."

I have the honour to inform you that the Government of the Union of South Africa are in agreement with the foregoing and that your note and the present reply shall be regarded as placing on record the understanding arrived at between the two Governments in this matter and as amending the said Agreement accordingly.

Please accept, Sir, the renewed assurance of my highest consideration.

G. P. JOOSTE
Ambassador.

The Honourable JOHN FOSTER DULLES,
Secretary of State,
Department of State,
Washington, D. C.

TIAS 2871
July 23, 1953

DEFENSE

Tax Relief for Offshore Procurement and Other Foreign Aid Programs

Agreement between the
UNITED STATES OF AMERICA
and YUGOSLAVIA

- Effected by Exchange of Notes
  Signed at Belgrade July 23, 1953
- Entered into force July 23, 1953

The Yugoslav Counsellor of State for Foreign Affairs to the United States Counselor of Embassy for Economic Affairs

E. No. 2384 BEOGRAD, *July 23, 1953*

DEAR SIR,

With reference to discussions regarding tax relief in connection with off-shore procurement by or on behalf of the Government of the United States of America in the Federal People's Republic of Yugoslavia, I have the honour to propose to you, on behalf of the Yugoslav Government, the following agreement:

"Discussions have recently been held between the Government of the Federal People's Republic of Yugoslavia and the Government of the United States of America on the subject of Yugoslav taxation of expenditures by or on behalf of the United States for individual and collective self-defense, including the OSP program and any foreign aid programs of the United States of America. These discussions have resulted in the following agreement:

The Government of the Federal People's Republic of Yugoslavia agrees with the principle that tax relief should be accorded to any such expenditures for facilities, equipment, materials or services.

The Government of the Federal People's Republic of Yugoslavia therefore agrees that tax relief will be granted to all such expenditures and will apply to:

a. import and export duties or taxes and co-efficients on all imported articles or components used in the production of articles, whether they are or are not retained in Yugoslavia or are exported;

b. turn-over taxes at all stages of production;

c. that portion of the accumulation and funds at each successive stage of production which is over and above social security contributions and profits retained by the producing enterprise;

d. any additional taxes which negotiations subsequently develop as applicable to the expenditures for which relief should be accorded;

to the extent that all or any of these taxes are applicable to the expenditures involved.

With respect to any Yugoslav taxes not specifically referred to in this Agreement which might be applicable to United States expendi-

tures in the categories embraced in this Agreement, the two Governments will discuss procedures for relief consistent with the principle of tax relief contained in this Agreement.

The relief to be accorded hereunder is applicable to all expenditures subsequent to the date of this Agreement."

Would you kindly inform me whether the Government of the United States of America concurs in the foregoing.

Accept, Sir, the assurance of my highest consideration.

Sincerely yours,

STANISLAV KOPČOK

Stanislav Kopčok,
Counsellor of State for Foreign Affairs,
Secretariat of State for Foreign Affairs.

Mr. JAMES S. KILLEN,
Counsellor for Economic Affairs,
Embassy of the USA
Beograd

The United States Counselor of Embassy for Economic Affairs to the Yugoslav Counsellor of State for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
BELGRADE,
July 23, 1953

DEAR SIR:

This will acknowledge the receipt of your letter of July 23, 1953 the text of which reads as follows:

"With reference to discussions regarding tax relief in connection with off-shore procurement by or on behalf of the Government of the United States of America in the Federal People's Republic of Yugoslavia I have the honour to propose to you, on behalf of the Yugoslav Government, the following Agreement:

Discussions have recently been held between the Government of the Federal People's Republic of Yugoslavia and the Government of the United States of America on the subject of Yugoslav taxation of expenditures by or on behalf of the United States for individual and collective self-defense, including the OSP program and any foreign aid programs of the United States of America. These discussions have resulted in the following agreement:

The Government of the Federal People's Republic of Yugoslavia agrees with the principle that tax relief should be accorded to any such expenditures for facilities, equipment, materials or services.

The Government of the Federal People's Republic of Yugoslavia therefore agrees that tax relief will be granted to all such expenditures and will apply to:

a. import and export duties or taxes and co-efficients on all imported articles or components used in the production of articles, whether they are or are not retained in Yugoslavia or are exported;

b. turn-over taxes at all stages of production;

c. that portion of the accumulation and funds at each successive stage of production which is over and above social security contributions and profits retained by the producing enterprise;

d. any additional taxes which negotiations subsequently develop as applicable to the expenditures for which relief should be accorded;

to the extent that all or any of these taxes are applicable to the expenditures involved.

With respect to any Yugoslav taxes not specifically referred to in this agreement which might be applicable to United States expenditures in the categories embraced in this agreement, the two governments will discuss procedures for relief consistent with the principle of tax relief contained in this Agreement.

The relief to be accorded hereunder is applicable to all expenditures subsequent to the date of this Agreement.

Would you kindly inform me whether the Government of the United States of America concurs in the foregoing."

I have the honour to inform you, on behalf of the Government of the United States of America, of my concurrence with the above letter, and that your letter together with the present reply shall constitute an Agreement between our two Governments.

Accept, Sir, the assurances of my highest consideration.

Sincerely yours,

JAMES S. KILLEN
Counselor of Embassy for Economic Affairs

Mr. STANISLAV KOPCOK,
Counsellor of State for Foreign Affairs,
Secretariat of State for Foreign Affairs,
Belgrade.

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TIAS 2872
Oct. 5 and
Nov. 23, 1953

AIR FORCE MISSION TO HONDURAS

Agreement between the
UNITED STATES OF AMERICA
and HONDURAS

Extending Agreement of March 6, 1950

- Effected by Exchange of Notes
  Signed at Washington October 5 and
  November 23, 1953
- Entered into force November 23, 1953

The Honduran Ambassador to the Secretary of State

EMBAJADA DE HONDURAS
WASHINGTON, D. C.

OCTUBRE 5, 1953.

EXCELENCIA:

Mi Gobierno está plenamente satisfecho de los servicios prestados por la Misión de la Fuerza Aérea de los Estados Unidos en Honduras, y para los efectos de los artículos 2 y 3 del convenio firmado en esta ciudad entre mi Gobierno y el de Vuestra Excelencia, el 6 de marzo de 1950, me permito formular el deseo de que los servicios de dicha Misión sean prorrogados cuatro años.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia el testimonio de mi más alta y distinguida consideración.

RAFAEL HELIODORO VALLE

Rafael Heliodoro Valle
Embajador.

Su Excelencia
Mr. JOHN FOSTER DULLES,
Secretario de Estado,
Washington 25, D.C.

Translation

EMBASSY OF HONDURAS
WASHINGTON, D. C.

OCTOBER 5, 1953.

EXCELLENCY:

My Government is entirely satisfied with the services rendered by the United States Air Force Mission in Honduras, and, for purposes of articles 2 and 3 of the agreement signed in this city between my Government and that of Your Excellency on March 6, 1950, [1] I take the liberty of expressing the desire that the services of the said Mission be extended for four years.

[1] Treaties and Other International Acts Series 2040; 1 UST 200.

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

RAFAEL HELIODORO VALLE

Rafael Heliodoro Valle
Ambassador.

His Excellency
JOHN FOSTER DULLES,
Secretary of State,
Washington 25, D. C.

The Secretary of State to the Honduran Ambassador

DEPARTMENT OF STATE
WASHINGTON
November 23 1953

EXCELLENCY:

I have the honor to refer to Your Excellency's note of October 5, 1953 regarding the desire of your Government to extend for a period of four years the United States Air Force Mission Agreement between the Republic of Honduras and the United States of America signed at Washington on March 6, 1950.

I am pleased to inform Your Excellency that the Government of the United States of America agrees to the extension of this Agreement for a period of four years effective March 6, 1954.

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

For the Secretary of State:
ROBERT F. WOODWARD

His Excellency
Señor Dr. Don RAFAEL HELIODORO VALLE,
Ambassador of Honduras.

ARMY MISSION TO HONDURAS

TIAS 2873
Oct. 5 and
Nov. 23, 1953

Agreement between the
UNITED STATES OF AMERICA
and HONDURAS

Extending Agreement of March 6, 1950

- Effected by Exchange of Notes
  Signed at Washington October 5 and
  November 23, 1953
- Entered into force November 23, 1953

The Honduran Ambassador to the Secretary of State

EMBAJADA DE HONDURAS
WASHINGTON, D. C.

OCTUBRE 5, 1953.

EXCELENCIA:

Mi Gobierno está plenamente satisfecho de los servicios prestados por la Misión del Ejército de los Estados Unidos en Honduras, y para los efectos de los artículos 2 y 3 del convenio firmado en esta ciudad entre mi Gobierno y el de Vuestra Excelencia, el 6 de marzo de 1950, me permito formular el deseo de que los servicios de dicha Misión sean prorrogados cuatro años.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia el testimonio de mi más alta y distinguida consideración.

RAFAEL HELIODORO VALLE

Rafael Heliodoro Valle
Embajador.

Su Excelencia
Mr. JOHN FOSTER DULLES,
Secretario de Estado,
Washington 25, D. C.

Translation

EMBASSY OF HONDURAS
WASHINGTON, D. C.

OCTOBER 5, 1953.

EXCELLENCY:

My Government is entirely satisfied with the services rendered by the United States Army Mission in Honduras, and, for purposes of articles 2 and 3 of the agreement signed in this city between my Government and that of Your Excellency on March 6, 1950, [1] I take the liberty of expressing the desire that the services of the said Mission be extended for four years.

[1] Treaties and Other International Acts Series 2041; 1 UST 213.

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

RAFAEL HELIODORO VALLE

Rafael Heliodoro Valle
Ambassador.

His Excellency
JOHN FOSTER DULLES,
Secretary of State,
Washington 25, D. C.

The Secretary of State to the Honduran Ambassador

DEPARTMENT OF STATE
WASHINGTON
November 23 1953

EXCELLENCY:

I have the honor to refer to Your Excellency's note of October 5, 1953 concerning the desire of your Government to extend for a period of four years the Army Mission Agreement between the Republic of Honduras and the United States of America signed at Washington on March 6, 1950.

I am pleased to inform Your Excellency that the Government of the United States of America agrees to the extension of this Agreement for a period of four years effective March 6, 1954.

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

For the Secretary of State:
ROBERT F. WOODWARD

His Excellency
Señor Dr. Don RAFAEL HELIODORO VALLE,
Ambassador of Honduras.

TIAS 2874
Aug. 11, and
Sept. 14 and 21,
1953

HIGHWAYS

Boyd-Roosevelt Highway in Panama

Modus Vivendi Agreement between the UNITED STATES OF AMERICA and PANAMA

Extending Modus Vivendi Agreement of September 14, 1950

- Effected by Exchange of Notes
  Signed at Panamá August 11, and
  September 14 and 21, 1953
- Entered into force September 21, 1953;
  operative retroactively September 14, 1953

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

No. 203 PANAMÁ, R.P. *August 11, 1953*

EXCELLENCY:

I have the honor to refer to the Highway Convention between the Republic of Panamá and the United States of America signed at Panamá on September 14, 1950, and to the exchange of notes effected on the same date in which the Governments of the two countries mutually agreed, by way of *modus vivendi*, [1] pending the entry into force of the Highway Convention, to the immediate implementation of certain principal provisions of the Convention in order that the common interest of the two countries in the proper maintenance of the Boyd-Roosevelt Highway might be safeguarded.

In view of the approaching date of expiration of the afore-mentioned *modus vivendi*, the exchange of ratifications of the Highway Convention not yet having been effected, the Government of the United States proposes, for the same high purpose, that the agreement contained in the reference *modus vivendi* which is stipulated to expire at the end of three years be extended for an additional three-year period beginning on the date of expiration of the present agreement, September 14, 1953.

The Government of the United States of America will consider this note and your reply note indicating the concurrence of your Government in the proposal set forth above as constituting an agreement between the two Governments with respect thereto.

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

R. B. M. [2]

His Excellency
Ing. JOSÉ RAMÓN GUIZADO,
Minister for Foreign Affairs.

[1] Treaties and Other International Acts Series 2481; 3 UST, pt. 2, p. 2970.
[2] Robert B. Memminger.

The Panamanian Chargé d'Affaires ad interim to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

D. P. N° 1008-B PANAMÁ, *14 de Septiembre de 1953.*

SEÑOR EMBAJADOR:

Tengo a honra acusar recibo de la nota de Vuestra Excelencia N° 203 del 11 de agosto 1953, la cual como sabe Vuestra Excelencia, dice así:

"EXCELENCIA:

Tengo a honra referirme a la Convención sobre Carreteras entre la República de Panamá y los Estados Unidos de América firmada en Panamá el 14 de septiembre de 1950, y al cambio de notas efectuado en la misma fecha en las cuales los Gobiernos de los dos países mutuamente convinieron, a vía de *modus vivendi*, y hasta tanto entrase en vigor la Convención sobre Carreteras, en la implementación inmediata de ciertas disposiciones principales de la Convención para que el común interés de los dos países en el mantenimiento apropiado de la Carretera Boyd-Roosevelt pudiera salvaguardarse.

En vista de que se acerca la fecha de expiración del *modus vivendi* arriba mencionado, no habiéndose efectuado todavía el cambio de ratificaciones de la Convención sobre Carreteras, el Gobierno de los Estados Unidos propone, para el mismo alto propósito, que el acuerdo contenido en el referido *modus vivendi* que se estipula expirará al final de tres años empezando en la fecha de expiración del actual acuerdo, o sea el 14 de septiembre de 1953.

El Gobierno de los Estados Unidos de América considerará que esta nota y la nota de respuesta de Vuestra Excelencia indicando la conformidad de su Gobierno con la proposición antes expresada constituirán un acuerdo entre los dos Gobiernos respecto a ella.

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

En contestación, tengo a honra comunicarle que mi Gobierno accede a la prórroga del "Modus Vivendi" a que se refiere la nota de Vuestra Excelencia arriba trascrita, por un año más o sea hasta el 14 de Septiembre de 1954.

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

TEMÍSTOCLES DÍAZ

Temístocles Díaz,
Ministro de Agricultura, Comercio e Industrias, Encargado del Ministerio de Relaciones Exteriores.

Su Excelencia
JOHN C. WILEY
Embajador de los Estados Unidos de América
Presente.–

Translation

MINISTRY OF FOREIGN AFFAIRS
D. P. No. 1008-B

PANAMÁ, *September 14, 1953.*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 203 of August 11, 1953, which, as Your Excellency is aware, reads as follows:

[For the English language text of the note, see *ante*, p. 2219.]

In reply, I have the honor to inform you that my Government agrees to the extension of the "Modus Vivendi", to which Your Excellency's above-transcribed note refers, for one more year, that is to say, until September 14, 1954.

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

TEMÍSTOCLES DÍAZ

Temístocles Díaz,
Minister of Agriculture, Commerce, and Industry, in charge of the Ministry of Foreign Affairs.

His Excellency
JOHN C. WILEY,
Ambassador of the United States of America,
City.

The American Embassy to the Panamanian Ministry of Foreign Affairs

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to acknowledge the receipt of the Ministry's note D. P. No. 1008–B of September 14, 1953, which communicated the agreement of the Government of Panamá to the extension of the *modus vivendi* on highways until September 14, 1954.

R. B. M.

PANAMÁ, R. P., *September 21, 1953.*

DEFENSE

TIAS 2875
June 30, 1953

Haines-Fairbanks Oil Pipeline Installation

Agreement between the
UNITED STATES OF AMERICA
and CANADA

- Effected by Exchange of Notes
  Signed at Ottawa June 30, 1953
- Entered into force June 30, 1953

The American Chargé d'Affaires ad interim to the Canadian Secretary of State for External Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

EMBASSY OF THE
UNITED STATES OF AMERICA
Ottawa, June 30, 1953.

No. 288

EXCELLENCY:

I have the honor to refer to discussions which have taken place in the Permanent Joint Board on Defense, and subsequently between representatives of our Governments, concerning a proposal for an oil pipeline installation from Haines to Fairbanks, Alaska, passing through northwestern British Columbia and Yukon Territory, to be constructed, owned and operated by the Government of the United States of America in the mutual defense interests of both countries.

Upon instructions from my Government, I propose that the Government of Canada grant permission to the Government of the United States of America to construct, own and operate a pipeline from Haines to Fairbanks, passing through Canada, on the terms and conditions which have been arranged in recent discussions between our Governments, and which are set forth in the annex to this Note.

Accept, Excellency, the assurances of my highest consideration.

DON C. BLISS

Enclosure: Annex.

His Excellency
The Honorable
LESTER B. PEARSON,
Secretary of State
for External Affairs,
Ottawa.

ANNEX to Note No. 288, from the Embassy of the United States of America, June 30, 1953.

(In this Annex, unless the context otherwise requires, "Canada" means the Government of Canada, and "United States" means the Government of the United States of America.)

1. *Right-of-Way*

All land or interest in land required for the right-of-way of the pipeline and appurtenances including any pumping stations (hereinafter referred to as the pipeline unless otherwise specified), and for access roads, will be acquired by and remain in the title of Canada. Any expense incurred in the acquisition of such land shall be assumed by Canada. The United States will be granted without charge an easement for the pipeline for such time and upon such conditions as may be agreed pursuant to paragraph 3 of this agreement. The United States shall have free of charge the use of access roads to the pipeline under such reasonable conditions as shall be mutually agreed upon.

2. *Plans*

In order to safeguard Canadian interests, the detailed plans, description of the route and access roads, and specifications of the pipeline will require the approval of the appropriate Canadian authorities in advance of construction, and Canadian officials shall have the right of inspection during construction.

3. *Tenure*

It is mutually agreed that the common defense interests of the two countries will require continuance of the pipeline for a minimum period of twenty years. At the expiration of this period, in the event that either Government wishes to discontinue the arrangement, the question of continuing need will be referred to the Permanent Joint Board on Defense. In considering the question of need, the PJBD will take into account the relationship of the pipeline and related facilities to the defense installations in Alaska. Following consideration by the PJBD as provided above, either Government may terminate the arrangement, in which case that Government shall give due consideration in any subsequent operation of the pipeline to the defense needs of the other country.

4. *Title*

Ownership of the pipeline and auxiliary installations shall remain with the United States pending any termination of the arrangement

pursuant to paragraph 3, at which time the United States may remove the pipeline from the right-of-way, restoring the right-of-way to its original condition as far as it is practicable and reasonable so to do in the opinion of Canada. Such removal of the pipeline and restoration of the right-of-way shall be completed within two years of the effective date of the termination of the arrangement.

5. *Use of the Pipeline to Meet Canadian Requirements*

The United States will connect the Haines-Fairbanks pipeline to the three-inch Whitehorse-Fairbanks pipeline at a point near Haines Junction. The United States will permit additional connections to be made to both the Haines-Fairbanks and the three-inch pipeline within Canada on reasonable terms and conditions as shall be mutually agreed upon. For the period of operation by the United States of the Haines-Fairbanks pipeline, the United States, if requested by Canada, will continue to operate and maintain the three-inch pipeline between the point of connection referred to above and Whitehorse. In the operation of both the Haines-Fairbanks pipeline, and the three-inch pipeline between the point of connection and Whitehorse, and the storage facilities at Whitehorse the United States undertakes:

(a) to give assurance of equal consideration to Canadian defense requirements with those of the United States;

(b) to make available at the request of Canada, on reasonable terms to be mutually agreed upon, the use of these installations to meet Canadian civil needs as military requirements permit.

6. *Understanding regarding Disposition of Title to Rights in Existing Pipelines in Northern British Columbia and Yukon Territory*

Nothing in this agreement shall add to, or subtract from, the existing agreements between Canada and the United States regarding the disposition of existing pipelines (see below) except as provided in paragraphs 5 and 7 of this agreement.

Note: Exchange of Notes of June 27 and 29, 1942; [1] Exchange of Notes of August 14 and 15, 1942; [2] Exchange of Notes of June 7, 1944; [3] Exchange of Notes of February 26, 1945; [4] Exchange of Notes of December 21, 1945 and January 3, 1946.[5]

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[1] Executive Agreement Series 386; 57 Stat. 1413.
[2] EAS 387; 57 Stat. 1416.
[3] EAS 416; 58 Stat. 1384.
[4] Treaties and Other International Acts Series 1695; 61 Stat., pt. 4, p. 3677.
[5] TIAS 1565; 60 Stat. 1930.

7. *Disposition of Four-inch Pipeline from Skagway to Whitehorse*

In the event that notice is given by the United States of the termination of operation of the existing four-inch pipeline between Skagway and Whitehorse, the United States will transfer to Canada, if requested by Canada, without compensation, any equity which it may have in that part of the pipeline located in Canada and, to the extent that it lies within the power of the United States, will undertake under such terms and conditions as shall be mutually agreed upon, to make available for use by Canada that part of the four-inch pipeline from the Canadian border to Skagway as well as the terminal and pumping facilities at that port.

8. *Construction*

(a) Canadian contractors will be extended equal consideration with United States contractors in the awarding of contracts, and Canadian contractors and United States contractors shall have equal consideration in the procurement of materials, equipment and supplies in either Canada or the United States.

(b) Any contractors awarded a contract for construction in Canada will be required to give preference to qualified Canadian labor for such construction in Canada. The rates of pay and working conditions for all labor employed in such construction will be set after consultation with the Canadian Federal Labor Department and will be not less than in accordance with the Canadian Fair Wages and Hours of Labor Act of 1935.

(c) Canadian materials will be used on the Canadian portion of the line as far as feasible.

(d) Canadian law (e.g. tax laws, labor laws, workmen's compensation, unemployment insurance, etc.) will apply.

(e) Subject to the agreement of the appropriate Canadian authorities, the United States may be granted permission to use, without charge, timber, gravel, and other construction material on Federal Crown lands; these materials to be used only for construction in Canada.

(f) The United States will be responsible for the satisfactory disposal of any construction camps and materials abandoned in Canada after completion of the pipeline.

(g) Canada will take the necessary steps to facilitate the admission into the territory of Canada of such United States citizens as may be employed on the construction or maintenance of the pipeline, it being understood that the United States will undertake to repatriate at its expense any such persons if the contractors fail to do so.

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9. *Maintenance*

Qualified Canadian civilian labor will be used as far as feasible for the maintenance by the United States of the section of the Haines-Fairbanks pipeline within Canada.

10. *Non-transferability of Rights*

Rights granted by Canada under this agreement are granted to the United States and may not be transferred or alienated by the United States to any person or corporation without the express consent of Canada in advance in writing.

11. *Supplementary Arrangements and Administrative Agreements*

Supplementary arrangements or administrative agreements between authorized agencies of the two Governments may be made from time to time for the purpose of carrying out the intent of this agreement.

12. *Telephone and Telegraph Facilities*

This agreement contemplates that communications facilities may be erected, operated and maintained at the expense of the United States, located within or reasonably near the right-of-way, under terms and conditions to be mutually agreed, for use solely in the construction and operation of the pipeline.

13. *Claims*

The United States undertakes to make reasonable provision for the disposition of claims and for the satisfaction of any proper claims arising out of damage or injury to persons or property occurring in the territory of Canada in the course of, or in connection with, the construction, maintenance or operation by the United States of the pipeline or of any of the works herein provided for.

The Canadian Secretary of State for External Affairs to the American Chargé d'Affaires ad interim

DEPARTMENT OF
EXTERNAL AFFAIRS
CANADA

No. D-180

OTTAWA, *June 30, 1953.*

SIR,

I have the honour to acknowledge receipt of your Note No. 288 of June 30, 1953, proposing certain conditions which should govern the installation on Canadian territory of a section of an oil pipeline from Haines to Fairbanks, Alaska, passing through Northwestern

British Columbia and the Yukon Territory, to be constructed, owned, and operated by the Government of the United States of America in the mutual defence interest of both countries.

I am pleased to inform you that my Government approves the United States proposal for constructing the pipeline on the terms and conditions annexed to your Note, and the granting, for this purpose, of an easement for the pipeline through Canadian territory. To facilitate the carrying out of this proposal, the Government of British Columbia, by Order-in-Council No. 1071 of May 2, 1953 (copy of which is attached), has made available by transfer to the Government of Canada the administration and control of the land required for the right-of-way of the pipeline through that Province. The Canadian Government, for its part, has approved, by Order-in-Council No. P.C. 1953/763 of May 13, 1953 (a copy of which is attached), the transfer of administration and control of this land subject to the conditions stipulated by the Government of British Columbia, and at the same time has given the Government of British Columbia an undertaking, in a letter dated May 16, 1953 (a copy of which is attached), to carry out a subsequent survey to comply with the Land Registry Act of British Columbia.

Accordingly, in agreeing to the conditions proposed in your Note, my Government stipulates that this agreement is governed by the conditions prescribed by the Government of British Columbia in Order-in-Council No. 1071 of May 2, 1953, with respect to the land required for the right-of-way through that Province, and that all obligations incurred by the Government of Canada towards the Government of British Columbia in accepting responsibility for the administration and control of the land in British Columbia shall be fulfilled by the United States Government as the user of the land, with the exception of that set forth in paragraph 7 of the British Columbia Order-in-Council. It is not at present apparent what financial responsibility may be assumed by the Government of Canada in making an exception regarding paragraph 7 of the British Columbia Order-in-Council, but, in the event that liability should be incurred, the Government of Canada would expect sympathetic consideration by the Government of the United States of any representations regarding reimbursement.

I propose that your Note No. 288 of June 30, 1953, this reply, and your Note accepting the above stipulations with respect to the section of the pipeline passing through British Columbia, shall be considered by our Governments to constitute an agreement to be known as the "United States-Canada Haines-Fairbanks Pipeline Agreement" stip-

ulating the conditions of the construction, ownership and operation by the United States of the section of the pipeline within Canada.

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

L B PEARSON
Secretary of State
for External Affairs

DON C. BLISS, Esquire,
Chargé d'Affaires, a.i.,
Embassy of the United States
of America,
Ottawa.

I hereby certify that the following is a true copy of a Minute of the Honourable the Executive Council of the Province of British Columbia, approved by His Honour the Lieutenant-Governor on the 2nd day of May, A. D. 1953.

(sgd) R. A. PENNINGTON,
Deputy Provincial Secretary.

To HIS HONOUR
THE LIEUTENANT-GOVERNOR IN COUNCIL:

The Undersigned has the honour to recommend that by and pursuant to subsection two of section sixty-six of the "Land Act", c. 175 of the Revised Statutes of British Columbia, 1948, the administration, control and benefit of certain Crown lands required for the works and undertaking hereinafter referred to, namely,

ALL those certain parcels or tracts of land situate in that part of Cassiar Land District lying between the Yukon and Alaska boundaries described as:

(1) A strip of land extending twenty-five feet on each side of the centre line of the proposed pipeline as indicated in red on the attached plan and shown in greater detail on the plan on file in the Department of Resources and Development at Ottawa, and in the Department of Lands and Forests at Victoria, entitled Products Pipeline System, Haines to Fairbanks Alaska, drawings Numbers 78–15–01 purporting to have been made by the Fluor Corporation Ltd., of Los Angeles, California, and drawn by Frank Morejohn on April 30, 1952 for the United States Department of the Army, Corps of Engineers, and approved by the Chief Engineering Division on June 13, 1952.

(2) All that land described within the following boundary: From Mile Post 48, Haines Cut-Off Highway S 57° –06′ E, a distance of 270′, to a point of beginning; thence N. 32° –54′ E, a distance of 800′ to a point; thence N 57° –06′ W, a distance of 1300′ to a point; thence S 32° –54′ W, to the East Bank of the Klehini River; thence S. E. along said bank a distance of 1300′ more or less to a point formed by the intersection of a line S 32° –54′ W from the point of beginning and the N. E. Bank of the Klehini River; thence N 32° –54′ to the point of beginning; EXCEPTING therefrom all that portion within the Right-of-Way for the Haines Cut-Off Highway,

be transferred to Her Majesty the Queen in right of Canada, subject to the following provisions and restrictions:

(1) The said lands are to be used by the Government of Canada, its licensees or grantees, for the laying down, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction and repair of one or more pipelines, together with all works necessary for an undertaking for the carriage, storage and handling of oil and by-products thereof, including without limiting the generality thereof, all such pumping and other stations, structures, communication systems, pole-lines, drips, valves, fittings and meters as may be necessary or convenient in connection therewith (all of which pipeline works and other things are hereinafter referred to as installations.)

(2) The Government of Canada, its licensees and grantees shall have the right of ingress and egress to and from the said lands over other Crown lands as long as they are not sold or otherwise disposed of for all purposes necessary or incidental to the undertaking.

(3) The said lands shall be used by the Government of Canada, its licensees and grantees for the purposes set out in paragraph one hereof and for no other purpose.

(4) The administration, control and benefit of the said lands shall be retransferred to the Government of British Columbia two years after the said lands have ceased to be used by the Government of Canada, its licensees or grantees for the purposes set out in paragraph one hereof.

(5) Subject to the rights hereby transferred, the Government of British Columbia shall, at all times, be entitled to the administration, control and benefit of the aforesaid lands and to dispose of the aforesaid lands.

(6) The said pipelines shall be buried, insofar as it is practicable and reasonable so to do, where they cross highways, traverse settlements or interfere with drainage or ordinary cultivation of the land and, in particular and without restricting the generality of the foregoing, shall be buried as specified on the plan on file in the Department of Resources and Development at Ottawa, and in the Department of Lands and Forests at Victoria, entitled Products Pipeline System, Haines to Fairbanks Alaska, drawings Number 78–15–01 purporting to have been made by the Fluor Corporation Ltd., of Los Angeles, California and drawn by Frank Morejohn on April 30, 1952, for the United States Department of the Army, Corps of Engineers, and approved by the Chief Engineering Division on June 13, 1952: Provided that the Minister of

Lands and Forests of British Columbia may at any time require the Government of Canada, its licensees or grantees at their own cost to bury the remainder of the said pipeline or any part thereof when in the opinion of the Minister it is necessary for, or by reason of, the development of the adjoining areas.

(7) The Government of Canada shall at all times wholly indemnify the Government of British Columbia from all loss, damage, injury and expense to which the Government of British Columbia may be put by reason of any damage or injury to persons or property caused by pipes or works belonging to the Government of Canada, its licensees or grantees, or by any oil or any other substance being carried in the said pipes or works, as well as against any damage or injury resulting from the imprudence, neglect or want of skill of any agent of the Government of Canada, its licensees or grantees, in connection with the laying, maintenance, renewal or repair of the said pipes or the use thereof, unless the cause of such loss, cost, damage, injury or expense can be traced elsewhere.

(8) At any time before the administration, control and benefit of the said lands are retransferred to the Government of British Columbia, as required by paragraph four hereof, the Government of Canada, its licensees and grantees may remove the installations from the said lands, restoring the premises to their original condition as far as practicable in the opinion of the Minister of Lands and Forests. Any installation which is not removed prior to the said retransfer shall become the property of Her Majesty in right of British Columbia.

(9) The Government of Canada, its licensees and grantees performing and complying with the provisions and restrictions hereof, shall hold and enjoy the rights, liberties, privileges hereby provided for without hindrance, molestation or protestation on the part of the Government of British Columbia, subject, however, to all provisions and restrictions herein contained.

(10) Nothing herein contained shall be deemed to vest in the Government of Canada, its licensees or grantees, any right to timber, minerals, ores, metals, coal, slate, oil, gas or gasses, or other minerals in, on or under the aforesaid lands except only the parts thereof that are necessary to be dug, carried away or used in the construction of the works of the Government of Canada, its licensees and grantees.

(11) Crown timber on the aforesaid lands used or destroyed by the Government of Canada, its licensees or grantees, shall be

paid for at a stumpage rate to be fixed by the Minister of Lands and Forests: Provided, however, that notwithstanding the foregoing the Government of British Columbia may dispose of timber on the aforesaid lands under the provisions of the "Forest Act".

(12) This transfer is made and accepted subject to prior rights existing in favour of third parties, if any.

(13) The Minister of Lands and Forests of British Columbia may at any time require the Government of Canada its licensees or grantees, to relocate the said pipelines to facilitate the construction, reconstruction or relocation of any work provided, however, that the cost of relocating the said pipelines shall be borne by the Government of British Columbia, such costs to be determined by the Minister of Public Works of British Columbia, and provided further that such relocation will not unreasonably interfere with or impede essential military operations or maintenance of the pipeline.

(14) The Minister of Public Works of British Columbia may at any time direct and require the Government of Canada, its licensees or grantees, to permit construction upon, along or across the pipelines, of any highway, private road, railway, irrigation ditch, drain, telegraph, telephone or electric power line or any pipeline provided such construction will not unreasonably interfere with or impede essential military operations or maintenance of the pipelines.

(15) The Minister of Lands and Forests of British Columbia, or any person authorized by him, may at all reasonable times, until the administration, control and benefit of the said lands are retransferred to the Government of British Columbia, enter upon the said lands to determine that the provisions and restrictions hereinbefore set forth are being fully complied with.

The undersigned further has the honour to recommend that the Order-in-Council of October 7, 1952, purporting to grant a right-of-way easement to Her Majesty in right of Canada under section seventy-one of the "Lands Act" be revoked and that a certified copy of the Minute, if approved, be forwarded to the Registrar, Land Registry Office, Prince Rupert, British Columbia, and the Minister of Resources and Development of Canada.

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COPY

P.C. 1953-763

PRIVY COUNCIL
CANADA

AT THE GOVERNMENT HOUSE AT OTTAWA
WEDNESDAY, *the 13th day of May, 1953.*

PRESENT:

HIS EXCELLENCY
THE GOVERNOR GENERAL IN COUNCIL,

His Excellency the Governor General in Council, on the recommendation of the Minister of Resources and Development, is pleased to accept and doth hereby accept on behalf of Her Majesty in right of Canada the administration, control and benefit of those certain parcels or tracts of land situate in the Cassiar Land District of the Province of British Columbia more particularly described in the annexed copy of an Order of the Lieutenant-Governor in Council of the Province of British Columbia numbered 1071 and dated May 2, 1953, the said administration, control and benefit of the said parcels or tracts of land having been transferred to Her Majesty in right of Canada by the said Order of the Lieutenant-Governor in Council subject to the provisions and restrictions set forth therein, the present acceptance being also subject to the said provisions and restrictions.

(sgd) J. W. PICKERSGILL,
Clerk of the Privy Council.

THE MINISTER OF RESOURCES & DEVELOPMENT.

OTTAWA, *May 16, 1953.*

Honourable W. A. C. BENNETT,
Premier of British Columbia,
Victoria, B. C.

DEAR MR. BENNETT,

By virtue of the provisions of British Columbia Order in Council P.C. 1071 of May 2, 1953, the administration, control and benefit of certain parcels of land described in paragraphs 1 and 2 on page 1 of the above mentioned Order in Council were transferred to Canada subject to certain provisions and restrictions.

As requested by the Province of British Columbia, the Government of Canada undertakes to deposit a plan in the proper Land Registry Office of the rights of way for the pipeline and the station at Mile Post 48, based upon a survey made in accordance with the Land Registry Act and the regulations of the Surveyor General of British Columbia. Such plan and the survey upon which it is based will redefine the lands granted by P.C. 1071 and the description therein made will in all respects thereafter establish, govern and define the rights of way whether or not the boundaries and lines fixed by the survey and plan coincide with the description of the land as defined in P.C. 1071.

It is understood that the survey will be made and the plan deposited within one year after completion of the pipeline, and that as soon as practicable thereafter the Government of British Columbia will by Order in Council substitute for the definition given in P.C. 1071 paragraphs 1 and 2 of page 1, the description of the land as defined by the survey and plan.

Yours sincerely,

ROBERT H. WINTERS

The American Chargé d'Affaires ad interim to the Canadian Secretary of State for External Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 289 *Ottawa, June 30, 1953.*

EXCELLENCY:

I have the honor to refer to my Note No. 288 of June 30, 1953 and to your Note No. D–180 of June 30, 1953 in reply, concerning the proposal for the construction by the Government of the United States of

America of an oil pipeline installation from Haines to Fairbanks, Alaska. I am pleased to inform you that my Government accepts the stipulations stated in your Note with respect to the section of the right-of-way for the pipeline passing through British Columbia.

My Government further agrees with your proposal that my Note No. 288 of June 30, 1953, your reply of June 30, 1953, and this Note, should be considered by our Governments to constitute an agreement to be known as the "United States-Canada Haines-Fairbanks Pipeline Agreement" covering the conditions of construction, ownership and operation by the United States of the section of the pipeline within Canada.

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

DON C. BLISS

His Excellency
The Honorable
LESTER B. PEARSON,
Secretary of State for External Affairs,
Ottawa.

TIAS 2876
Nov. 19, 1953

MILITARY MISSION TO NICARAGUA

Agreement between the
UNITED STATES OF AMERICA
and NICARAGUA

- Signed at Managua November 19, 1953
- Entered into force November 19, 1953

Agreement between the Government of the United States of America and the Government of the Republic of Nicaragua.

In conformity with the request of the Government of the Republic of Nicaragua to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and noncommissioned officers to constitute a United States Army Mission, hereinafter referred to as Mission, to the Republic of Nicaragua under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Ministry of War, Navy and Aviation of the Republic of Nicaragua and officials of the Nicaraguan National Guard, and to enhance the efficiency of the Nicaraguan National Guard in matters of training, organisation and administration. The members of the Mission are, in the exercise of their functions, obliged to use the Spanich language.

ARTICLE 2. This Agreement shall enter into effect on the date of signing thereof by the accredited representatives of the Government of the United States of America and the Government of the Republic of Nicaragua.

ARTICLE 3. This Agreement may be terminated in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By recall of the entire personnel of the Mission by the Government of the United States of America or at the request of the Government of the Republic of Nicaragua, in the public interest of either country, without necessity of compliance with provision (a) of this Article.

ARTICLE 4. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of Nicaragua in case either country becomes involved in foreign or domestic hostilities.

TITLE II

Composition and personnel

ARTICLE 5. This Mission shall consist of a Chief of Mission and such other personnel of the United States Army as may be agreed upon by the Department of the Army of the United States of America and by the Ministry of War, Navy and Aviation of the Republic of Nicaragua. The individuals to be assigned to the Mission shall be those agreed upon by the Ministry of War, Navy and Aviation of the Republic of Nicaragua or its authorized representative and by the Department of the Army of the United States of America or its authorized representative.

ARTICLE 6. Any member of the Mission may be recalled at any time by the Government of the United States of America provided a replacement with equivalent qualifications is furnished unless it is mutually agreed between the Department of the Army of the United States of America and the Ministry of War, Navy and Aviation of the Republic of Nicaragua that no replacement is required.

TITLE III

Duties, Rank and Precedence

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of War, Navy and Aviation of the Republic of Nicaragua and the Chief of Mission, except they shall not have command functions.

ARTICLE 8. In carrying out their duties, the members of the Mission shall be responsible to the Minister of War, Navy and Aviation of the Republic of Nicaragua and this responsibility shall be enforced through the Chief of Mission.

ARTICLE 9. Each member of the Mission shall serve on the Mission in the rank he holds in the United States Army, and shall wear the uniform and insignia of the United States Army, but shall have precedence over all Nicaraguan officers of the same rank, except the Commander of the Nicaraguan National Guard.

ARTICLE 10. Each member of the Mission shall be entitled to all benefits and privileges which the laws and regulations of the Nicaraguan National Guard provide for Nicaraguan officers and noncommissioned officers of corresponding rank.

TITLE IV

Privileges and Immunities

ARTICLE 11. Members of the Mission and their dependents, while stationed in Nicaragua, shall have the right to import, export, possess

and use currency of the United States of America and to possess and use the currency of the Republic of Nicaragua.

ARTICLE 12. Mission members shall be immune fron the civil jurisdiction of Nicaraguan courts for acts or omissions arising out of the performance of their official duties. Claims of residents of the Republic of Nicaragua arising out of acts or omissions of members of the Mission shall be submitted to the Chief of Mission for appropriate disposition. Settlements of such claims by the Government of the United States of America shall operate as a complete release to both the Government of the United States of America and the Mission member concerned from liability for damages arising out of such acts or omissions. Determination as to whether an act or omission arose out of the performance of official duties shall be made by the Chief of Mission.

ARTICLE 13. The personnel of the Mission and the members of their families shall be governed by the disciplinary regulations of the United States Army.

ARTICLE 14. Mission members, whether they be accredited or nonaccredited, or on temporary duty, shall not be subject to any tax or assessments now or hereafter in effect, of the Government of the Republic of Nicaragua or of any of its political or administrative subdivisions.

TITLE V

Compensation and Perquisites

ARTICLE 15. The members of the Mission shall receive from the Government of the Republic of Nicaragua such net annual compensation, expressed in United States currency, as may be established by agreement between the Government of the United States of America and the Government of the Republic of Nicaragua for each member of the Mission.

This compensation shall be paid in twelve (12) equal monthly installments, payable within the first five days of the month following the day it is due. Payments may be made in Nicaraguan national currency and when so made shall be computed at the rate of exchange in Managua most favorable to the Mission member on the date on which due.

The compensation provided herein, and any which the members of the Mission may receive from the Government of the United States of America, shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Nicaragua or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Government

of the Republic of Nicaragua in order to comply with the provision of this Article that the compensation shall be net.

ARTICLE 16. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return trip to the United States of America. Compensation shall be paid for unused accrued leave at time of termination of duty and prior to departure from Nicaragua.

ARTICLE 17. The compensation due for the period of the return trip shall be paid to a detached member of the Mission before his departure from the Republic of Nicaragua and such payment shall be computed for travel by the shortest usually travelled route, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 18. Each member of the Mission and his family shall be furnished by the Government of the Republic of Nicaragua with first class accomodations for travel, via the shortest usually travelled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in Nicaragua, both for the outward and for the return trip. The Government of the Republic of Nicaragua shall also pay all expenses of shipment of household goods, baggage and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in Nicaragua as well as all expenses incidental to the transportation of such household goods, baggage and automobile from Nicaragua to the port of entry in the United States of America. Transportation of such household goods, baggage and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective member of the Mission, except as otherwise provided in this Agreement or when such shipments are necessitated by circuntances beyond his control. Payment of expenses for the transportation of families, household goods and automobiles in the case of personnel who may join the Mission for temporary duty at the request of the Minister of War, Navy and Aviation of the Republic of Nicaragua shall be determined by negotiations between the Department of the Army of the United States of America, or its authorized representative, and the Ministry of War, Navy and Aviation of the Republic of Nicaragua or its authorized representative, at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 19. Should the services of any member of the Mission be terminated by the Government of the United States of America for any reason whatsoever prior to completion of two years of service as

a member of the Mission, the cost of the return to the United States of America of such member, his family, baggage, household goods and automobile shall not be borne by the Government of the Republic of Nicaragua, nor shall the expenses connected with transporting the replacing member to his station in Nicaragua, except the cost of shipment of his automobile, be borne by the Government of the Republic of Nicaragua.

ARTICLE 20. The personal and household goods, baggage and automobiles of members of the Mission, as well as articles imported by the members of the mission for their personal use and for the use of members of their families or for official use of the Mission, shall be exempt from import taxes, custom duties, inspections and restrictions of any kind by the Government of the Republic of Nicaragua and allowed free entry and egress upon request of the Chief of Mission. This provision is applicable to all personnel of the Mission whether they be accredited or non-accredited members, or on temporary duty. The rights and privileges accorded under this Article shall in general be the same as those accorded diplomatic personnel of the United States Embassy in Nicaragua.

ARTICLE 21. Compensation for transportation and travel expenses incurred during travel performed on official business of the Government of the Republic of Nicaragua shall be provided by the Government of the Republic of Nicaragua.

ARTICLE 22. The Ministry of War, Navy and Aviation of the Republic of Nicaragua shall provide the Chief of Mission with a suitable automobile, with chauffeur, for use on official business. Suitable motor transportation, with chauffeur, shall, on call of the Chief of Mission, be made available by the Government of the Republic of Nicaragua for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 23. The Ministry of War, Navy and Aviation of the Republic of Nicaragua shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 24. If any member of the Mission, or any of his family, should die in the Republic of Nicaragua, the Government of the Republic of Nicaragua shall bear the cost of transporting the body to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of Nicaragua shall not exceed the cost of transporting the remains from the place of decease to New York City. United States military authorities shall remove and dispose of the remains in accordance with the regulations of the Department of the Army of the United States of America. Should the deceased be a member of the Mission, his services with the Government of the Republic of Nicaragua shall

60602 O - 56(Part 2) - 52

be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household goods and automobile shall be provided as prescribed in Article 18. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed of official business of the Government of the Republic of Nicaragua, but excluding compensation for accrued leave and not taken by the deceased, shall be paid direct to such person as may be authorized or prescribed by United States Military Law for appropriate disposition. All compensation due the deceased under the provisions of this Article shall be paid within fifteen (15) days of the decease of the said member.

TITLE VI

Requisites and Conditions

ARTICLE 25. So long as this Agreement is in effect, the Government of the Republic of Nicaragua shall not engage or accept the services of any personnel of any other foreign government nor of any individual who is not a citizen of Nicaragua, for duties of any nature connected with the Nicaraguan National Guard except by prior mutual agreement between the Government of the United States of America and the Government of the Republic of Nicaragua.

ARTICLE 26. Each member of the Mission shall agree not to divulge or in any way disclose any classified information of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the cancellation of this Agreement.

ARTICLE 27. Throughout this Agreement, the term "family" is limited to mean wife and dependent children.

ARTICLE 28. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 29. The leave specified in the preceding Article may be spent in the Republic of Nicaragua, in the United States of America, or in any other country, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 30. The Republic of Nicaragua agrees to grant the leave specified in Article 28 upon receipt of written application, approved

by the Chief of Mission with due consideration for the convenience of the Government of the Republic of Nicaragua.

ARTICLE 31. Members of the Mission who may be replaced shall terminate their services only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance as provided in Article 5.

ARTICLE 32. The Government of the Republic of Nicaragua shall provide suitable medical and dental care to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall be placed in such hospital or receive the attention of such doctors as the Chief of Mission deems suitable. Such doctors and hospitals shall normally be chosen from doctors, hospitals and pharmacies, all acceptable to the Chief of Mission which shall have been designated in advance for regular use by the Ministry of War, Navy and Aviation of the Republic of Nicaragua in consultation with the Chief of Mission. All expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Nicaragua shall be paid by the Government of the Republic of Nicaragua. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if he is an enlisted man, the cost of subsistence shall be paid by the Government of the Republic of Nicaragua. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family.

ARTICLE 33. Any member of the Mission unable to perform his duties with the Mission by reason of long-continued physical disability shall be replaced.

ARTICLE 34, It is understood that the personnel of the United States Army, to be stationed within the territory of the Republic of Nicaragua under this Agreement, do not and will not comprise any combat forces.

IN WITNESS WHEREOF the undersigned, Thomas E. Whelan, Ambassador of the United States of America to Nicaragua, and Oscar Sevilla Sacasa, Minister of Foreign Affairs of the Republic of Nicaragua, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, in Managua, this nineteenth day of November, one thousand nine hundred and fifty three.

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE NICARAGUA

De conformidad con la solicitud del Gobierno de la República de Nicaragua al Gobierno de los Estados Unidos de América, el Presidente de los Estados Unidos de América ha autorizado el nombramiento de oficiales y personal subalterno para que constituyan una Misión del Ejercito de los Estados Unidos, que en adelante se denominará la Misión, a la República de Nicaragua, de acuerdo con las disposiciones que se estipulan a continuación.

TITULO I.

Propósito y Duracion

ARTICULO I. El propósito de esta Misión es el de cooperar con el Ministerio de Guerra, Marina y Aviación de la República de Nicaragua y con los oficiales de la Guardia Nacional nicaragüense, y el de mejorar la eficiencia de la Guardia Nacional nicaragüense en materias de entrenamiento, organización y administración. Los Miembros de la Misión estań obligados en el ejercicio de sus funciones a usar el idioma español.

ARTICULO 2. Este acuerdo entrará en vigor en la fecha de la firma del mismo por los representantes autorizados del Gobierno de los Estados Unidos de América y del Gobierno de la República de Nicaragua.

ARTICULO 3. Este acuerdo puede ser terminado de la siguiente manera:

(a) Por cualquiera de los dos gobiernos, siempre que lo comunique al otro gobierno con tres meses de anticipación;

(b) Al retirar el Gobierno de los Estados Unidos de América todo el personal de la Misión o a solicitud del Gobierno de la República de Nicaragua, en el interés público de cualquiera de los países, sin necesidad de cumplir con el inciso (a) de este Artículo.

ARTICULO 4. Este acuerdo está sujeto a cancelación por iniciativa del Gobierno de los Estados Unidos de América o del Gobierno de la República de Nicaragua en caso de que cualquiera de los dos países se vea envuelto en hostilidades externas o internas.

TITULO II

Organización y Personal.

ARTICULO 5. La Misión constará de un Jefe de Misión y del personal del Ejército de los Estados Unidos que determinen por mutuo acuerdo el Departamento del Ejercito de los Estados Unidos de América y el Ministerio de Guerra, Marina y Aviación de la República de Nicaragua. Las personas que se asignen a la Misión serán las que convengan el Ministerio de Guerra, Marina y Aviación de la República de Nicaragua, o su representante autorizado, y el Departamento del Ejército de los Estados Unidos de América o su representante autorizado.

ARTICULO 6. Cualquier Miembro de la Misión puede ser retirado en cualquier momento por el Gobierno de los Estados Unidos de América siempre que se provea un reemplazo con calificaciones equivalentes, a no ser que se acuerde mutuamente entre el Departamento del Ejército de los Estados Unidos de América y el Ministerio de Guerra, Marina y Aviación de la República de Nicaragua, que no se requiere ningún reemplazo.

TITULO III

Deberes, Rango y Precedencia

ARTICULO 7. El Personal de la Misión cumplirá los deberes que se convengan entre el Ministro de Guerra, Marina y Aviación de la República de Nicaragua y el Jefe de la Misión, con excepción de que no tendrá funciones de mando.

ARTICULO 8. En el desempeño de sus deberes, los miembros de la Misión serán responsables ante el Ministro de Guerra, Marina y Aviación de la República de Nicaragua y esta responsabilidad se hará efectiva a través del Jefe de la Misión.

ARTICULO 9. Cada miembro de la Misión servirá en ella con el rango que tenga en el Ejército de los Estados Unidos, y usará el uniforme e insignia del Ejército de los Estados Unidos, pero tendrá precedencia sobre todos los oficiales nicaragüenses de igual rango, a excepción del Comandante de la Guardia Nacional de Nicaragua.

ARTICULO 10. Cada miembro de la Misión tendrá derecho a todos los beneficios y privilegios que los Reglamentos de la Guardia Nacional de Nicaragua provean para oficiales y personal subalterno nicaragüense de rango correspondiente.

TITULO IV

Privilegios e Inmunidades

ARTICULO 11. Los Miembros de la Misión y sus dependientes mientras permanezcan en Nicaragua, tendrán derecho a importar, ex-

portar, poseer y usar moneda de los Estados Unidos de América, y poseer y usar moneda de la República de Nicaragua.

ARTICULO 12. Los miembros de la Misión serán inmunes de la jurisdicción civil de los tribunales nicaragüenses por actos u omisiones originados en el desempeño de sus deberes oficiales. Los reclamos de los habitantes de la República de Nicaragua originados de actos u omisiones de los miembros de la Misión serán sometidos al Jefe de la Misión para su disposición apropiada. Los arreglos de tales reclamos por el Gobierno de los Estados Unidos de América operarán como completa exoneración para el Gobierno de los Estados Unidos de América y el Miembro de la Misión implicado de responsabilidad por daños originados de tales actos u omisiones. La determinación de si un acto o omisión se originó en el desempeño de deberes oficiales, será hecha por el Jefe de la Misión.

ARTICULO 13. El personal de la Misión y los miembros de sus familias se regirán por los reglamentos disciplinarios del Ejército de los Estados Unidos.

ARTICULO 14. Los miembros de la Misión, estén o no acreditados, o en servicio temporal, no estarán sujetos a impuestos o imposición alguna ahora en vigor o en el futuro, del Gobierno de la República de Nicaragua o de cualquiera de sus subdivisiones políticas o administrativas.

TITULO V

Emolumentos y otras Remuneraciones

ARTICULO 15. Los miembros de la Misión recibirán del Gobierno de la República de Nicaragua la remuneración neta anual, expresada en moneda corriente de los Estados Unidos, que establezcan por acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Nicaragua, para cada miembro de la Misión.

Esta remuneración se abonará en doce (12) mensualidades iguales, pagaderas dentro de los primeros cinco días del mes siguiente al dia en que se vencen. Los pagos pueden ser hechos en moneda corriente nicaraguënse, y cuando así se efectúe, deberán computarse al tipo de cambio en Managua más favorable al miembro de la Misión en la fecha en que se vence.

La remuneración dispuesta aquí, y cualquiera otra que los miembros de la Misión reciban del Gobierno de los Estados Unidos de América, no estará sujeto a impuesto alguno, ahora en vigor o en el futuro, del Gobierno de la República de Nicaragua o de cualquiera de sus subdivisiones políticas o administrativas. Sin embargo, si en el presente o durante la vigencia de este Acuerdo, existieren impuestos que pudieran afectar esta remuneración, dichos impuestos los sufragará el Gobierno de la República de Nicaragua a fin de cumplir con la

estipulación de este Artículo de que la remuneración que se convenga será neta.

ARTICULO 16. La remuneración que se convenga según se indica en el artículo precedente comenzará a devengarse desde la fecha en que cada miembro de la Misión parta de los Estados Unidos de América y, salvo lo que expresamente se dispone en contrario en este Acuerdo, continuará devengándose despues de terminados sus deberes con la Misión, mientras dure el viaje de regreso a los Estados Unidos de América. Se pagará remuneración por licencia acumulada no usada al tiempo de la terminación de sus deberes y antes de su partida de Nicaragua.

ARTICULO 17. La remuneración que se adeude por el período que dure el viaje de regreso se le pagará al miembro de la Misión a quien se retire, antes de su partida de la República de Nicaragua, y tal pago se calculará como si el viaje se hiciera por la ruta más corta que generalmente se sigue, cualquiera que sea la ruta y el sistema de transporte que utilice el miembro de la Misión.

ARTICULO 18. El Gobierno de la República de Nicaragua proporcionará a cada miembro de la Misión y a su familia pasaje de primera clase por la ruta más corta que generalmente se sigue, para el viaje que se requiera y se efectúe conforme a este Acuerdo, entre el puerto de embarque en los Estados Unidos de América y su residencia oficial en Nicaragua, tanto para el viaje de ida como para el de regreso. El Gobierno de la República de Nicaragua pagará también todos los gastos de embarque de los efectos domésticos, equipaje y automóvil de cada miembro de la Misión entre el puerto de embarque de los Estados Unidos de América y su residencia oficial en Nicaragua, así como todos los gastos inherentes al transporte de dichos efectos domésticos, equipaje y automóvil desde Nicaragua al puerto de entrada de los Estados Unidos de América. El transporte de dichos efectos domésticos, equipaje y automóvil se hará en un solo embarque, y todos los embarques sucesivos serán por cuenta de los respectivos miembros de la Misión, salvo cuando se dispone de otro modo en este Acuerdo, o cuando dichos embarques sean necesarios por circunstancias ajenas a su voluntad. El pago de los gastos de transporte de las familias, efectos domésticos y automóviles, en el caso del personal que se agregue a la Misión para servicios temporales, a solicitud del Ministro de Guerra, Marina y Aviación de la República de Nicaragua, será determinado mediante negociaciones entre el Departamento del Ejercito de los Estados Unidos de América, o su representante autorizado, y el Ministerio de Guerra, Marina y Aviación de la República de Nicaragua, o su representante autorizado, al tiempo en que se convengan los detalles del personal para tales servicios temporales.

ARTICULO 19. Si se terminan los servicios de cualquier miembro de la Misión por el Gobierno de los Estados Unidos de América por cualquier razón, antes de completar dos años de servicio como miembro de la Misión, el costo de regreso a los Estados Unidos de América de tal miembro, su familia, equipaje, efectos domésticos y automóvil, no será sufragado por el Gobierno de la República de Nicaragua, así como tampoco los gastos relativos al transporte del miembro reemplazante a su puesto militar en Nicaragua, excepto el costo de embarque de su automóvil, que será sufragado por el Gobierno de la República de Nicaragua.

ARTICULO 20. Los efectos personales y domésticos, el equipaje y los automóviles de los miembros de la Misión, así como los artículos importados por los miembros de la Misión para su uso personal y para el uso de sus familias o para el uso oficial de la Misión, estarán exentos de impuestos de importación, de derechos aduaneros de inspecciones o restricciones de cualquier clase por el Gobierno de la República de Nicaragua, y les será permitido entrada y salida libres a solicitud del Jefe de la Misión. Esta disposición es aplicable a todo el personal de la Misión sean o no sean miembros acreditados o en servicio temporal. Los derechos y privilegios acordados de conformidad con este artículo serán en lo general los mismos que los acordados al personal diplomático de la Embajada de los Estados Unidos en Nicaragua.

ARTICULO 21. El Gobierno de la República de Nicaragua sufragará el transporte y gastos de viaje por viajes hechos en asuntos oficiales del Gobierno de la República de Nicaragua.

ARTICULO 22. El Ministerio de Guerra, Marina y Aviación de la República de Nicaragua proporcionará al Jefe de la Misión un automóvil adecuado, con chofer, para uso en asuntos oficiales. Asimismo, a solicitud del Jefe de la Misión, el Gobierno de la República de Nicaragua pondrá a la disposición transporte a motor adecuado, con chofer, para el uso de los miembros de la Misión en el desempeño de las funciones oficiales de la misma.

ARTICULO 23. El Ministerio de Guerra, Marina y Aviación de la República de Nicaragua proporcionará una oficina adecuada, equipada debidamente, para el uso de los miembros de la Misión.

ARTICULO 24. Si cualquier miembro de la Misión o cualquiera de sus familiares falleciere en la República de Nicaragua, el Gobierno de la República de Nicaragua sufragará el costo de traslado de los restos hasta el lugar en los Estados Unidos de América que determinen los familiares sobrevivientes, pero el costo para el Gobierno de la República de Nicaragua no excederá del costo de traslado de los restos desde el lugar del fallecimiento hasta la Ciudad de Nueva York.

Las autoridades militares de los Estados Unidos retirarán y dispondrán de los restos de acuerdo con los reglamentos del Departamento del Ejercito de los Estados Unidos de América. Si el fallecido fuere uno de los miembros de la Misión, se considerará que sus servicios con el Gobierno de Nicaragua han terminado quince (15) días después de su muerte. Se proporcionará transporte de regreso a la ciudad de Nueva York para la familia del miembro fallecido y para su equipaje, efectos domésticos y automóvil, de acuerdo con las disposiciones del Artículo 18. Toda remuneración que se adeude al miembro fallecido, incluso su sueldo por los quince (15) días subsiguientes a su muerte, y todo reembolso que se le adeude por gastos y transporte en viajes realizados en asuntos oficiales de la República de Nicaragua, se pagarán, a excepción de la remuneración por licencia acumulada y no tomadas por el fallecido a las personas que sean autorizadas o prescritas por las Leyes Militares de los Estados Unidos por disposición apropiada. Toda remuneración que de conformidad con las disposiciones de este Artículo se adeude al fallecido, se pagará dentro de los quince (15) días siguientes a la muerte del miembro de la Misión.

TITULO VI

Requisitos y Condiciones

ARTICULO 25. Mientras esté en vigor este Acuerdo, el Gobierno de la República de Nicaragua no contratará o aceptará los servicios de personal de ningún otro gobierno extranjero o individuo que no sea ciudadano de Nicaragua, para prestar servicios de ninguna naturaleza relacionados con la Guardia Nacional nicaragüense, excepto por mutuo y previo acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Nicaragua.

ARTICULO 26. Cada miembro de la Misión se comprometerá a no divulgar ni a revelar, por ningún medio, información clasificada alguna que pueda llegar a su conocimiento en su calidad de miembro de la Misión. Este requisito continuará siendo obligatorio después de terminar el servicio con la Misión y después de la cancelación de este Acuerdo.

ARTICULO 27. En todo este acuerdo se entenderá que el término "familia" sólo comprende a la esposa y a los hijos que dependan del padre.

ARTICULO 28. Cada miembro de la Misión tendrá derecho anualmente a un mes de licencia con goce de sueldo, o a una parte proporcional de dicha licencia con sueldo por cualquier fracción de un año. Las partes de dicha licencia que no se usaren podrán acumularse de año en año mientras la persona preste servicio como miembro de la Misión.

ARTICULO 29. La licencia que se estipula en el Artículo precedente podrá disfrutarse en la República de Nicaragua, en los Estados Unidos de América, o en cualquier otro país, pero los gastos de viaje y de transporte que no sean abonables según las disposiciones de este Acuerdo, correrán por cuenta del miembro de la Misión que disfrute la licencia. Todo el tiempo que se emplee en viajar se contará como parte de la licencia y no se añadirá al tiempo que se autoriza en el Artículo precedente.

ARTICULO 30. El Gobierno de la República de Nicaragua conviene en conceder la licencia estipulada en el Artículo 28, al recibir una solicitud por escrito con ese objeto, aprobada por el Jefe de la Misión, con la debida consideración a la conveniencia del Gobierno de la República de Nicaragua.

ARTICULO 31. Los miembros de la Misión a quienes se reemplace terminarán sus servicios solamente cuando lleguen sus reemplazos, excepto cuando mutuamente se convenga de antemano en lo contrario de conformidad con lo dispuesto en el Artículo 5.

ARTICULO 32. El Gobierno de la República de Nicaragua proporcionará atención médica y dental adecuadas a los miembros de la Misión y a sus familias. En caso de que un miembro de la Misión se enferme o sufra lesiones, se le colocará en el hospital o recibirá la atención de los doctores que el Jefe de la Misión considere adecuado. Tales doctores y hospitales serán escogidos de entre los doctores, hospitales y farmacias, todos aceptables al Jefe de la Misión, y que hayan sido designados de antemano para el uso regular del Ministerio de Guerra, Marina y Aviación de la República de Nicaragua en consulta con el Jefe de la Misión. Todos los gastos en que se incurra como resultado de dicha enfermedad o lesiones mientras el paciente sea miembro de la Misión y permanezca en la República de Nicaragua, correrán por cuenta del Gobierno de la República de Nicaragua. Si el miembro hospitalizado es un oficial, pagará los gastos de subsistencia, pero si pertenece al personal subalterno, los gastos de subsistencia correrán por cuenta del Gobierno de la República de Nicaragua. Las familias gozarán de los mismos privilegios convenidos en este Artículo para los miembros de la Misión, con la excepción de que un miembro de la Misión pagará siempre los gastos de subsistencia relacionados con la hospitalización de un miembro de su familia.

ARTICULO 33. Cualquier miembro de la Misión que no pueda desempeñar sus deberes en la misma a causa de prolongada incapacidad física será reemplazado.

ARTICULO 34. Es entendido que el personal del Ejercito de los Estados Unidos, que será estacionado dentro del territorio de la República de Nicaragua de conformidad con este Acuerdo no forma ni formaran parte de fuerzas de combate alguna.

EN FE DE LO CUAL, los infrascritos Thomas E. Whelan, Embajador de los Estados Unidos de América en Nicaragua y Oscar Sevilla Sacasa, Ministro de Relaciones Exteriores de la República de Nicaragua debidamente autorizados para ello, firman este Acuerdo en duplicado, en los idiomas Ingles y Español, en Managua, a los diecinueve días de Noviembre de mil novecientos cincuenta y tres.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

THOMAS E. WHELAN

FOR THE GOVERNMENT OF THE REPUBLIC OF NICARAGUA:
POR EL GOBIERNO DE LA REPUBLICA DE NICARAGUA:

[SEAL] OSCAR SEVILLA SACASA

TIAS 2877
Oct. 23 and 27,
1953

TECHNICAL COOPERATION

Training Grants to Netherlands Nationals

Agreement between the
UNITED STATES OF AMERICA
and the NETHERLANDS

- Effected by Exchange of Notes Signed at Washington October 23 and 27, 1953
- Entered into force October 27, 1953

The Secretary of State to the Netherlands Ambassador

DEPARTMENT OF STATE
WASHINGTON
October 23 1953

EXCELLENCY:

I have the honor to state that, pursuant to previous discussions with representatives of the Netherlands Government, the Government of the United States of America is prepared to award a limited number of training grants to Netherlands nationals, principally residents of Surinam and the Netherlands Antilles. Training under such grants is designed to enable the trainees to contribute for a reasonable length of time to the balanced and integrated development of the economic resources and productive capacities of Surinam or the Netherlands Antilles, as the case may be, in accordance with the terms set forth below.

1. Three types of training grants may be awarded, as will be agreed upon in each individual case, as follows:

(a) "Full cost" (Type A): Grants in which the Government of the United States will bear all costs incidental to the training, as specified in each case.

(b) "Facilities Only" (Type B): Grants in which the Government of the United States will provide only such facilities of United States Government agencies as may be available in each case.

(c) "Shared Cost" (Type C): Grants in which the Government of the United States will pay only part of the basic costs, others being provided by the trainee, the Netherlands, Surinam or Netherlands Antilles Governments, or a private sponsor, in a proportion to be specified in each case.

2. The Government of the United States of America will notify the Government of the Netherlands, whenever it finds that training grants are available to fulfill requests for training which may be made by the Netherlands Government on behalf of the Government of Surinam or the Netherlands Antilles, and will invite the Netherlands Government to recommend suitable candidates for the desired training. After consultation with the Government of Surinam or the Government of

the Netherlands Antilles, as the case may be, the Netherlands Government will notify the Government of the United States of the names of the candidates recommended on behalf of Surinam or the Netherlands Antilles. The Government of the United States will subsequently notify the Government of the Netherlands of the names of the candidates who have been selected by the Government of the United States to receive grants and will specify the type of grant to be awarded in each case.

The channels for the communications between the Governments of the United States and the Netherlands referred to above shall be the Governor of Surinam and the United States Consulate at Paramaribo, and the Governor of the Netherlands Antilles and the United States Consulate General at Curacao, as the case may be, or such other officials of either Government in Surinam and the Netherlands Antilles as either Government may subsequently designate.

It should be mentioned that under United States law certain principles designed to insure effective operation apply to technical assistance furnished by the United States Government to other countries. It is understood that in connection with the activities proposed by this note the Netherlands Government will:

1. Endeavor to coordinate and integrate all training activities to be carried on pursuant hereto;
2. Cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation activities of the nature of those to be carried on pursuant hereto;
3. Endeavor to make effective use of the services of the persons who are trained under the proposed awards;
4. Communicate to the Government of the United States of America in a form and at intervals to be mutually agreed upon, information concerning activities to be carried on pursuant hereto.

It is also understood that the Governments of the United States of America and the Netherlands will endeavor to give full publicity to the objectives and progress of the training to be carried on pursuant hereto.

Upon receipt of a note from the Netherlands Government indicating that the foregoing conditions and procedures are acceptable to the Netherlands Government, the Government of the United States of America will consider this note and the reply thereto as constituting an agreement between our two Governments which shall be effective from the date on which the exchange of notes is completed and shall remain in force for a period of one year or until one month after either Government shall have given notice in writing to the other of intention to terminate it, whichever is earlier.

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

For the Secretary of State:
LIVINGSTON T. MERCHANT

His Excellency
Dr. J. H. VAN ROIJEN,
Ambassador of the Netherlands.

The Netherlands Ambassador to the Secretary of State

NETHERLANDS EMBASSY
WASHINGTON 9, D.C.

EA-13502

SIR:

I have the honor to acknowledge the receipt of your note of October 23, 1953, the terms of which are as follows:

"EXCELLENCY:

"I have the honor to state that, pursuant to previous discussions with representatives of the Netherlands Government, the Government of the United States of America is prepared to award a limited number of training grants to Netherlands nationals, principally residents of Surinam and the Netherlands Antilles. Training under such grants is designed to enable the trainees to contribute for a reasonable length of time to the balanced and integrated development of the economic resources and productive capacities of Surinam or the Netherlands Antilles, as the case may be, in accordance with the terms set forth below.

"1. Three types of training grants may be awarded, as will be agreed upon in each individual case, as follows:

"(a) "Full cost" (Type A): Grants in which the Government of the United States will bear all costs incidental to the training, as specified in each case.

"(b) "Facilities Only" (Type B): Grants in which the Government of the United States will provide only such facilities of United States Government agencies as may be available in each case.

"(c) "Shared Cost" (Type C): Grants in which the Government of the United States will pay only part of the basic costs, others being provided by the trainee, the Netherlands, Surinam or Netherlands Antilles Governments, or a private sponsor, in a proportion to be specified in each case.

"2. The Government of the United States of America will notify the Government of the Netherlands, whenever it finds that training grants are available to fulfill requests for training which may be made by the Netherlands Government on behalf of the Government of Surinam or the Netherlands Antilles, and will invite the Netherlands Government to recommend suitable candidates for the desired training. After consultation with the Government of Surinam or the Government of the Netherlands Antilles, as the case may be, the Netherlands Government will notify the Government of the United States of the names of the candidates recommended on behalf of Surinam or the Netherlands Antilles. The Government of the United States will subsequently notify the Government of the Netherlands of the names of the candidates who have been selected by the Government of the United States to receive grants and will specify the type of grant to be awarded in each case.

"The channels for the communications between the Governments of the United States and the Netherlands referred to above shall be the Governor of Surinam and the United States Consulate at Paramaribo, and the Governor of the Netherlands Antilles and the United States Consulate General at Curacao, as the case may be, or such other officials of either Government in Surinam and the Netherlands Antilles as either Government may subsequently designate.

"It should be mentioned that under United States law certain principles designed to insure effective operation apply to technical assistance furnished by the United States Government to other countries. It is understood that in connection with the activities proposed by this note the Netherlands Government will:

"1. Endeavor to coordinate and integrate all training activities to be carried on pursuant hereto;

"2. Cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation activities of the nature of those to be carried on pursuant hereto;

"3. Endeavor to make effective use of the services of the persons who are trained under the proposed awards:

"4. Communicate to the Government of the United States of America in a form and at intervals to be mutually agreed upon, information concerning activities to be carried on pursuant hereto.

"It is also understood that the Governments of the United States of America and the Netherlands will endeavor to give full publicity to the objectives and progress of the training to be carried on pursuant hereto.

"Upon receipt of a note from the Netherlands Government indicating that the foregoing conditions and procedures are acceptable to

the Netherlands Government, the Government of the United States of America will consider this note and the reply thereto as constituting an agreement between our two Governments which shall be effective from the date on which the exchange of notes is completed and shall remain in force for a period of one year or until one month after either Government shall have given notice in writing to the other of intention to terminate it, whichever is earlier.

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

In reply I have the honor to inform you that the Government of the Netherlands accepts the conditions and procedures as set forth in your note of October 23, 1953, and, in accordance with the suggestion therein, your note and this reply shall be regarded as constituting an Agreement between our two Governments, which will be effective beginning with this date and will remain in force for a period of one year or until one month after either Government shall have given notice in writing to the other of intention to terminate it, whichever is earlier.

Please accept, Sir, the renewed assurances of my highest consideration.

J. H. VAN ROIJEN.

WASHINGTON D. C.
October 27, 1953

The Honorable the SECRETARY OF STATE
Department of State
Washington D.C.

60602 O - 56(Part 2) - 53-

TIAS 2878
Oct. 14, 1953

MUTUAL DEFENSE ASSISTANCE

Agreement between the UNITED STATES OF AMERICA and BELGIUM

Amending Annex B to Agreement of January 27, 1950

- Effected by Exchange of Notes Signed at Brussels October 14, 1953
- Entered into force October 14, 1953

The American Ambassador to the Belgian Minister of Foreign Affairs

No. 351. BRUSSELS, *October 14, 1953.*

EXCELLENCY:

I have the honor to refer to the Embassy's note No. 83 of July 24, 1953 [1] and to recent conversations between representatives of our two Governments regarding a revision of Annex B of the Mutual Defense Assistance Agreement [2] between the United States of America and Belgium to provide for funds for administrative expenses in connection with the Mutual Defense Assistance Program during the year ending June 30, 1954.

It was agreed during the conversations that Annex B to the Mutual Defense Assistance Agreement be amended to cover the period July 1, 1953 to June 30, 1954, and that no other change in the text need be made. The amended text of Annex B is as follows:

> "In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement the Government of Belgium in conjunction with the Government of Luxembourg will deposit Belgian and Luxembourg francs at such times as requested in an account designated by the United States Embassy at Brussels and the United States Legation at Luxembourg, not to exceed in total 59,600,000 Belgian and Luxembourg francs for their use on behalf of the Government of the United States for administrative expenditures within Belgium and Luxembourg in connection with carrying out that Agreement for the period July 1, 1953–June 30, 1954."

Upon receipt of a note indicating that the foregoing text is acceptable to the Belgian Government, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject which shall enter into force on the date of your note.

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

FREDERICK M. ALGER, Jr.

His Excellency
PAUL VAN ZEELAND,
Minister of Foreign Affairs
of Belgium.

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[1] Not printed.

[2] Treaties and Other International Acts Series 2010; 1 UST 1.

The Belgian Minister of Foreign Affairs to the American Ambassador

MINISTÈRE DES AFFAIRES ETRANGÈRES
ET DU COMMERCE EXTÉRIEUR

DIRECTION GÉNÉRALE DE LA POLITIQUE

N°D/7d/2834 BRUXELLES, *le 14 octobre 1953*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser la réception de l'office de Votre Excellence du 14 de ce mois, ayant pour objet la modification de l'annexe B de l'Accord d'Aide pour la Défense Mutuelle entre la Belgique et les Etats-Unis d'Amérique.

Je tiens à marquer à Votre Excellence l'accord du Gouvernement belge sur le texte suivant:

"En exécution du paragraphe 1 de l'Article V de l'Accord d'Aide pour la Défense Mutuelle, le Gouvernement belge, conjointement avec le Gouvernement luxembourgeois, déposera, lorsqu'il en sera prié, à un compte désigné par l'Ambassade des Etats-Unis à Bruxelles et la Légation des Etats-Unis à Luxembourg, des francs belges et luxembourgeois dont le total ne dépassera pas 59.600.000 francs belges et luxembourgeois pour l'usage de ces dernières, au nom du Gouvernement des Etats-Unis, en vue du règlement des dépenses administratives en Belgique et au Luxembourg, résultant de l'exécution de cet accord pour la période du 1er juillet 1953 au 30 juin 1954."

Je saisis cette occasion, Monsieur l'Ambassadeur, de renouveler à Votre Excellence, l'assurance de ma très haute considération.

P VAN ZEELAND

Son Excellence
l'Honorable FREDERICK M. ALGER Jr.,
Ambassadeur des Etats-Unis
d'Amérique,
à Bruxelles.

Translation

MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN COMMERCE

POLICY DIVISION

No. D/7d/2834 BRUSSELS, *October 14, 1953*

MR. AMBASSADOR,

I have the honor to acknowledge the receipt of Your Excellency's communication of the 14th of this month, concerning the amendment of Annex B of the Mutual Defense Assistance Agreement between Belgium and the United States of America.

I wish to inform Your Excellency of the agreement of the Belgian Government with respect to the following text:

"In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement, the Belgian Government in conjunction with the Luxembourg Government will deposit, when it is requested to do so, Belgian and Luxembourg francs the total of which shall not exceed 59,600,000 Belgian and Luxembourg francs, in an account designated by the United States Embassy at Brussels and the United States Legation at Luxembourg, for their use on behalf of the Government of the United States, for payment of administrative expenses within Belgium and Luxembourg resulting from the execution of that agreement for the period July 1, 1953–June 30, 1954."

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

P VAN ZEELAND

His Excellency
FREDERICK M. ALGER, Jr.,
Ambassador of the United States of America,
Brussels.

TIAS 2879
May 14, 1953

DOUBLE TAXATION

Taxes on Gifts

Convention between the
UNITED STATES OF AMERICA
and AUSTRALIA

- Signed at Washington May 14, 1953
- Ratification advised by the Senate of the United States of America July 9, 1953
- Ratified by the President of the United States of America July 23, 1953
- Ratified by Australia December 14, 1953
- Ratifications exchanged at Canberra December 14, 1953
- Proclaimed by the President of the United States of America December 22, 1953
- Entered into force December 14, 1953

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a convention between the United States of America and the Commonwealth of Australia for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on gifts was signed at Washington on May 14, 1953, the original of which convention is word for word as follows:

CONVENTION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON GIFTS

The Government of the United States of America and the Government of the Commonwealth of Australia, desiring to conclude a Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on gifts, have appointed for that purpose as their respective Plenipotentiaries:

The Government of the United States of America:
Mr. Walter Bedell Smith, Acting Secretary of State of the United States of America, and
The Government of the Commonwealth of Australia:
Sir Percy C. Spender, K.B.E., Q.C., Ambassador Extraordinary and Plenipotentiary of the Commonwealth of Australia,

who, having communicated to one another their full powers, found in good and due form, have agreed as follows:

Article I

(1) The taxes which are the subject of this Convention are—

(a) In the United States:
The Federal gift tax;

(b) In Australia:
The Commonwealth gift duty.

(2) This Convention shall also apply to any other tax of a substantially similar character imposed by either Contracting State after the date of signature of this Convention.

Article II

(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 only the States thereof, the Territories of Alaska and Hawaii, and the District of Columbia;

(b) the term "Australia" means the Commonwealth of Australia and includes the Territories of Papua, New Guinea and Norfolk Island;

(c) the term "tax" means the Federal gift tax imposed by the United States, or the Commonwealth gift duty imposed by Australia, as the context requires;

(d) the term "taxation authority" means, in the case of the United States, the Commissioner of Internal Revenue as authorized by the Secretary of the Treasury and, in the case of Australia, the Commissioner of Taxation or his authorized representative;

(e) the term "territory", when used in relation to one or the other of the Contracting States, means Australia or the United States, as the context requires.

(2) In the application of the provisions of this Convention by one of the Contracting States, any term not otherwise defined shall, unless the context otherwise requires, have the meaning which it has under the laws of that State relating to the taxes which are the subject of this Convention.

(3) For the purposes of this Convention, the question whether a donor was a citizen, or was domiciled in any part of the territory, of one of the Contracting States at the time of the gift shall be determined in accordance with the law in force in that territory.

ARTICLE III

(1) Where a donor at the time of the gift was a citizen of the United States or domiciled in any part of the territory of either Contracting State, the situs at the time of the gift of rights and interests, legal or equitable, in or over the classes of property specified in this paragraph shall, for the purposes of the imposition of tax in respect of the gift by reason only of the situs of property being within the taxing State and for the purposes of the credit to be allowed under Article V of this Convention, be determined exclusively in accordance with the following rules:

(a) Immovable property (otherwise than by way of security) shall be deemed to be situated at the place where the land concerned is located;

(b) Tangible movable property (otherwise than by way of security and other than property for which specific provision is hereinafter made) and bank or currency notes and other forms of currency recognized as legal tender at

the place of issue shall be deemed to be situated at the place where that property or currency is located, or, if *in transitu*, at the place of destination;

(c) Debts (including bonds other than bonds referred to in sub-paragraph (d) hereof, bills of exchange and promissory notes, whether negotiable or not), secured or unsecured and whether under seal or not, excluding the forms of indebtedness for which specific provision is made elsewhere in this paragraph, shall be deemed to be situated at the place where the debtor is resident, but if the debtor, at the time of the gift, has an established place of business in the State in which the donor is domiciled and debts were incurred in carrying on the business of that establishment, the debts so incurred shall be deemed to be situated in that State;

(d) Bonds, stocks, debentures, and other debts being securities, issued by any government, municipality or public authority shall be deemed to be situated at the place where that government, municipality or public authority is located;

(e) Bank accounts shall be deemed to be situated at the place where the bank or branch thereof, at which the account was kept, is located;

(f) Moneys, payable under a policy of assurance or insurance or under an annuity contract, whether under seal or not, shall be deemed to be situated where the policy or annuity contract provides that the moneys shall be payable or, if the policy or annuity contract does not provide where the moneys shall be payable—

(i) in the case of a company (corporation)— at the place where it is incorporated;

(ii) in any other case—at the place of residence of the person by whom the moneys are payable;

(g) A partnership shall be deemed to be situated at the place where the business of the partnership is carried on but only to the extent of the partnership business at that place;

(h) Ships and aircraft and shares thereof shall be deemed to be situated at the place of registration of the ship or aircraft;

(i) Goodwill as a trade, business or professional asset shall be deemed to be situated at the place where the trade, business or profession to which it pertains is carried on;

(j) Patents, trade marks and designs shall be deemed to be situated at the place where they are registered;

(k) Copyright, franchises, and rights or licenses to use any copyrighted material, patent, trade mark or design shall be deemed to be situated at the place where the rights arising therefrom are exercisable.

(2) The situs of rights or interests, legal or equitable, in or over property not specified in paragraph (1) of this Article, shall be determined in accordance with the law in force in the Contracting State imposing the tax or allowing the credit.

ARTICLE IV

(1) In determining the amount on which tax is to be computed, permitted deductions shall be allowed in accordance with the law in force in the Contracting State imposing the tax.

(2) Where tax is imposed by one Contracting State in respect of a gift by a donor who, at the time of the gift, was not domiciled in any part of the territory of that State, but was a citizen, or was domiciled in some part of the territory, of the other Contracting State, the State so imposing that tax—

(a) shall allow as an exemption an amount not less than an amount which bears the same proportion to any specific exemption that would have been allowed under the laws of that State if that person had been domiciled therein as the value of the property subjected to that tax bears to the value of the property which would have been subjected to that tax if that person had been so domiciled; and

(b) shall (except for the purposes of sub-paragraph (a) of this paragraph and except for the purposes of any proportional allowance provided for in the laws of the Contracting State imposing that tax) take no account, in determining the amount or rate of that tax, of property situated outside its territory.

ARTICLE V

(1) Where a Contracting State imposes tax by reason of a donor's being domiciled in some part of its territory or being its citizen, that State shall allow against so much of its tax (as otherwise computed) as is attributable to property situated in the territory of the other Contracting State, a credit (not exceeding the amount of the tax so attributable) equal to so much of the tax imposed by that other Con-

tracting State as is attributable to that property; but this paragraph shall not apply as respects so much of that property as is referred to in paragraph (2) of this Article.

(2) Where each Contracting State imposes tax by reason of a donor's being domiciled in some part of its territory or being its citizen, each Contracting State shall allow against so much of its tax (as otherwise computed) as is attributable to property which is situated—

(a) outside the territory of each Contracting State; or

(b) in the territory of each Contracting State,

a credit which bears the same proportion to—

(c) the amount of its tax so attributable; or

(d) the amount of the other State's tax attributable to that property,

whichever is the less, as the first-mentioned amount bears to the sum of both amounts.

(3) The amount of the tax in each Contracting State attributable to any property shall be ascertained after deducting from the total amount of tax any applicable diminution or credit, other than the credit to be allowed under this Article: *Provided*, That, in case another credit for duty on gifts is allowable with respect to the same property pursuant to any other Convention between the crediting State under this Convention and any other State, or pursuant to a law of the crediting State, the total credits shall not exceed the amount of tax of the crediting State attributable to that property computed before allowance of those credits, and in computing credit under paragraph (2) of this Article with respect to property situated outside both Contracting States any credit allowable by either Contracting State for duty on gifts payable in the country where the property is situated shall be taken into account in ascertaining the amount of tax of that Contracting State attributable to that property.

(4) A credit or refund of tax resulting from the application of this Article shall not be granted unless a claim for that credit or refund, accompanied by all the information necessary for the purpose of ascertaining the amount of the credit or refund, is made within six years from the date of the gift.

(5) A refund of tax resulting from the application of this Article shall be made without payment of interest on the amount refunded.

(6) Credit against tax imposed by one of the Contracting States shall not be finally allowed for tax imposed by the other Contracting

State until the latter tax (reduced by credit, if any, allowable under this Article) has been paid.

ARTICLE VI

(1) The taxation authorities of the Contracting States shall exchange such information (being information available under the Federal gift tax or the Commonwealth gift duty laws of the Contracting States) as is necessary for carrying out the provisions of this Convention or for the prevention of fraud or the administration of statutory provisions against avoidance of the taxes which are the subject of this Convention.

(2) Any information so exchanged shall be treated as secret and shall not be disclosed to any persons other than those (including a Court or a reviewing authority) concerned with the assessment or collection of the taxes which are the subject of this Convention or the determination of appeals in relation thereto.

(3) No information shall be exchanged which would disclose any trade secret or trade process.

ARTICLE VII

Where a donor or donee shows proof that the action of the taxation authority of one of the Contracting States has resulted, or is likely to result, in double taxation contrary to the provisions of this Convention, he shall be entitled to present the facts to his State of citizenship or domicile or, if a corporation or company, to the State in which it is created, organized or incorporated and, should the claim be deemed worthy of consideration, the taxation authority of that State shall endeavor to come to an agreement with the taxation authority of the other State with a view to avoidance of any double taxation that may be involved.

ARTICLE VIII

(1) The provisions of this Convention shall not be construed so as to deny or affect in any manner any right of diplomatic or other official representatives of either Contracting State to exemptions which they may now enjoy or which may hereafter be granted to those representatives.

(2) This Convention shall not be construed as increasing the liability of any donor under the gift tax laws of the United States.

(3) Should any difficulty or doubt arise as to the interpretation or application of this Convention or its relationship to Conventions between one of the Contracting States and any other State, the taxation

authorities of the Contracting States may, subject to applicable rights of appeal, settle the question by mutual agreement.

(4) The taxation authority of each Contracting State may communicate directly with the taxation authority of the other Contracting State for the purpose of giving effect to the provisions of this Convention.

ARTICLE IX

(1) This Convention shall be ratified and the instruments of ratification shall be exchanged at Canberra as soon as possible.

(2) This Convention shall come into force on the date of exchange of instruments of ratification and shall be effective only as to gifts made on or after that date.

(3) This Convention shall remain in force indefinitely but either Contracting State may on or before the 31st day of March in any calendar year after the year 1955 give the other Contracting State notice of termination, in which event the Convention shall not be effective in respect of gifts made after the 30th day of September in the year in which that notice is given.

IN WITNESS WHEREOF the above-mentioned Plenipotentiaries have signed the present Convention and have affixed thereto their seals.

DONE at Washington, in duplicate, on the fourteenth day of May, one thousand nine hundred and fifty-three.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[SEAL] WALTER BEDELL SMITH

FOR THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA:

[SEAL] PERCY C SPENDER.

AND WHEREAS the Senate of the United States of America, by their resolution of July 9, 1953, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid convention;

AND WHEREAS the aforesaid convention was duly ratified by the President of the United States of America on July 23, 1953, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the Commonwealth of Australia;

AND WHEREAS the respective instruments of ratification of the aforesaid convention were duly exchanged at Canberra on December 14, 1953, and a protocol of exchange was signed at that place and on that date by the respective Plenipotentiaries of the United States of America and the Commonwealth of Australia;

AND WHEREAS it is provided in Article IX of the aforesaid convention that the convention shall come into force on the date of exchange of instruments of ratification and shall be effective only as to gifts made on or after that date;

AND WHEREAS, accordingly, upon the exchange of instruments of ratification of the aforesaid convention, the convention entered into force on December 14, 1953, effective only as to gifts made on or after that date;

NOW, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the aforesaid convention to the end that the said convention and each and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

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

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

TIAS 2880
May 14, 1953

DOUBLE TAXATION

Taxes on Income

Convention between the
UNITED STATES OF AMERICA
and AUSTRALIA

- Signed at Washington May 14, 1953
- Ratification advised by the Senate of the United States of America July 9, 1953
- Ratified by the President of the United States of America July 23, 1953
- Ratified by Australia December 14, 1953
- Ratifications exchanged at Canberra December 14, 1953
- Proclaimed by the President of the United States of America December 22, 1953
- Entered into force December 14, 1953

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a convention between the United States of America and the Commonwealth of Australia for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income was signed at Washington on May 14, 1953, the original of which convention is word for word as follows:

60602 O - 56(Part 2) - 54

CONVENTION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA 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 Commonwealth of Australia, desiring to conclude a Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, have appointed for that purpose as their respective Plenipotentiaries:

The Government of the United States of America:
Mr. Walter Bedell Smith, Acting Secretary of State of the United States of America, and
The Government of the Commonwealth of Australia:
Sir Percy C. Spender, K.B.E., Q.C., Ambassador Extraordinary and Plenipotentiary of the Commonwealth of Australia,

who, having communicated to one another their full powers, found in good and due form, have agreed as follows:

ARTICLE I

(1) The taxes which are the subject of this Convention are—

(a) In Australia:

The Commonwealth income tax and social services contribution, including the tax at the further rates of tax payable in respect of income from property and the additional tax assessed in respect of the undistributed amount of the distributable income of a private company (hereinafter referred to as "Australian tax");

(b) In the United States:

The Federal income taxes, including surtaxes and excess profits taxes (hereinafter referred to as "United States tax").

(2) This Convention shall also apply to any other tax of a substantially similar character imposed by either Contracting State after the date of signature of this Convention.

ARTICLE II

(1) In this Convention, unless the context otherwise requires—

(a) the terms "one of the Contracting States" and "the other Contracting State" mean the United States or Australia, as the context requires;

(b) the term "Australia" means the Commonwealth of Australia and includes the Territories of Papua, New Guinea and Norfolk Island;

(c) the term "United States" means the United States of America and when used in a geographical sense includes only the States thereof, the Territories of Alaska and Hawaii, and the District of Columbia;

(d) the term "tax" means Australian tax or United States tax, as the context requires;

(e) the terms "resident of one of the Contracting States" and "resident of the other Contracting State" mean a United States resident or an Australian resident, as the context requires;

(f) the term "Australian resident" means any person (other than a citizen of the United States or a United States corporation) who is a resident of Australia and not resident in the United States for the purposes of United States tax, but a corporation (other than a United States corporation) which is a resident of Australia shall not be deemed to be resident in the United States even though that corporation is engaged in trade or business within the United States;

(g) the term "United States resident" means any individual who is resident in the United States for the purposes of United States tax and not a resident of Australia, and any United States corporation and any partnership created or organized in or under the laws of the United States, being a corporation or partnership which is not a resident of Australia;

(h) the term "resident of Australia" has the meaning which it has under the laws of Australia relating to Australian tax;

(i) the terms "enterprise of one of the Contracting States" and "enterprise of the other Contracting State" mean a United States enterprise or an Australian enterprise, as the context requires;

(j) the term "Australian enterprise" means an industrial or commercial enterprise or undertaking carried on by an Australian resident;

(k) the term "United States enterprise" means an industrial or commercial enterprise or undertaking carried on by a United States resident;

(l) the term "company" has the meaning which it has under Australian law relating to Australian tax;

(m) the term "United States corporation" means a corporation, association or other like entity created or organized in or under the laws of the United States;

(n) the term "industrial or commercial profits" includes the profits of an industrial or commercial enterprise or undertaking but does not include income in the form of dividends, interest, rent, royalties, management charges, remuneration for personal services, or income from the operation of ships or aircraft;

(o) the term "permanent establishment" means a branch, agency, management or fixed place of business and includes a factory, workshop, mine, oilwell, office or agricultural or pastoral property, or the use or installation of substantial equipment or machinery by, for, or under contract with, an enterprise of one of the Contracting States. Where an enterprise or a resident of one of the Contracting States—

(i) carries on business dealings in the other Contracting State through a bona fide commission agent or broker acting in the ordinary course of his business as such and receiving remuneration in respect of those dealings at the rate customary in the class of business in question; or

(ii) maintains in that other State a fixed place of business exclusively for the purchase of goods or merchandise; or

(iii) has a subsidiary corporation which is engaged in trade or business in that other State, whether through a permanent establishment or otherwise; or

(iv) has an agent in that other State (other than an agent who has, and habitually exercises, a general authority to negotiate and conclude contracts on behalf of that enterprise, or regularly fills orders on its behalf from a

stock of goods or merchandise located in that other State),

that enterprise or resident shall not, merely by reason thereof, be deemed to have a permanent establishment in that other State;

(p) the term "taxation authority" means, in the case of the United States, the Commissioner of Internal Revenue as authorized by the Secretary of the Treasury and, in the case of Australia, the Commissioner of Taxation or his authorized representative.

(2) In the application of the provisions of this Convention by one of the Contracting States any term not otherwise defined shall, unless the context otherwise requires, have the meaning which it has under the laws of that State relating to the taxes which are the subject of this Convention.

ARTICLE III

(1) An Australian enterprise shall not be subject to United States tax in respect of its industrial or commercial profits unless it is engaged in trade or business in the United States through a permanent establishment in the United States. If it is so engaged, United States tax may be imposed upon the entire income of that enterprise from sources within the United States.

(2) A United States enterprise shall not be subject to Australian tax in respect of its industrial or commercial profits unless it is engaged in trade or business in Australia through a permanent establishment in Australia. If it is so engaged, Australian tax may be imposed upon the entire income of that enterprise from sources within Australia.

(3) There shall be allowed in determining the industrial or commercial profits attributable to a permanent establishment in one of the Contracting States all expenses of a type allowed as a deduction by that State and which are reasonably attributable to the permanent establishment, including executive and general administrative expenses so attributable, except that, in the case of Australia, there shall be applied the principle underlying section 38 of the Australian Income Tax and Social Services Contribution Assessment Act 1936–1953.

(4) Where an enterprise of one of the Contracting States is engaged in trade or business in the other Contracting State through a permanent establishment in that other State, there shall be attributed to that permanent establishment the industrial or commercial profits which that enterprise might be expected to derive in that other State if it were an independent enterprise engaged in the same or similar activities and its dealings with the enterprise of which it is a perma-

nent establishment were dealings at arm's length with that enterprise or an independent enterprise; and the profits so attributed shall be deemed to be income of that permanent establishment and shall be taxed accordingly.

(5) If the information available to the taxation authority of the Contracting State concerned is inadequate to determine the profits to be attributed to the permanent establishment, nothing in this Article shall affect the application of any law of that State in relation to the liability of the permanent establishment to pay tax on an amount determined by the exercise of a discretion or the making of an estimate by the taxation authority of that State: *Provided*, That the discretion shall be exercised or the estimate shall be made, so far as the information available to the taxation authority permits, in accordance with the principle stated in this Article.

(6) No portion of any profits arising from the sale of goods or merchandise by an enterprise of one of the Contracting States shall be attributed to a permanent establishment in the other Contracting State by reason of the mere purchase by that enterprise of the goods or merchandise within that other Contracting State.

ARTICLE IV

(1) Where—

(a) an enterprise of one of the Contracting States participates directly or indirectly in the management, control or capital of an enterprise of the other Contracting State; or

(b) the same persons participate directly or indirectly in the management, control or capital of an enterprise of one of the Contracting States and an enterprise of the other Contracting State; and

(c) in either case conditions are operative between the two enterprises in their commercial or financial relations which differ from those which might be expected to operate between independent enterprises dealing at arm's length with one another,

then, if by reason of those circumstances profits which might be expected to accrue to one of the enterprises do not accrue to that enterprise, there may be included in the profits of that enterprise the profits which would have accrued to it if it were an independent enterprise engaged in the same or similar activities and its dealings with the other enterprise were dealings at arm's length with that enterprise or an independent enterprise.

(2) Profits included in the profits of an enterprise of one of the Contracting States under paragraph (1) of this Article shall, subject

to the provisions of Article XX of this Convention, be deemed to be income of that enterprise and shall be taxed accordingly.

(3) If the information available to the taxation authority of the Contracting State concerned is inadequate to determine, for the purposes of paragraph (1) of this Article, the profits which might be expected to accrue to an enterprise, nothing in this Article shall affect the application of any law of that State in relation to the liability of that enterprise to pay tax on an amount determined by the exercise of a discretion or the making of an estimate by the taxation authority of that State: *Provided,* That the discretion shall be exercised or the estimate shall be made, so far as the information available to the taxation authority permits, in accordance with the principle stated in this Article.

ARTICLE V

(1) Profits which an Australian resident derives from operating ships or aircraft registered in Australia shall be exempt from United States tax.

(2) Profits which a citizen of the United States who is not a resident of Australia or a United States corporation which is not a resident of Australia derives from operating ships or aircraft registered under the laws of the United States shall be exempt from Australian tax.

ARTICLE VI

(1) A dividend paid to a United States resident by a United States corporation which is not a resident of Australia shall be exempt from Australian tax.

(2) A dividend paid to an Australian resident by a company which is a resident of Australia (other than a United States corporation) shall be exempt from United States tax.

ARTICLE VII

(1) The amount of Australian tax on dividends paid by a company which is a resident of Australia to a United States resident who is liable for United States tax thereon and is not engaged in trade or business in Australia through a permanent establishment in Australia shall not exceed 15 per centum of the dividend.

(2) The rate of United States tax on dividends derived from sources within the United States by an Australian resident who is liable for Australian tax thereon and is not engaged in trade or business in the United States through a permanent establishment in the United States shall not exceed 15 per centum.

ARTICLE VIII

Any additional tax assessable—

(a) in respect of the undistributed amount of the distributable income of a company which is a private company for purposes of Australian tax; or

(b) under the laws of the United States with respect to undistributed profits of corporations,

as the case may be, shall be the amount which would have been assessable if Articles VI and VII had not been included in this Convention.

ARTICLE IX

(1) An individual who is an Australian resident shall be exempt from United States tax on remuneration or other income received, in respect of personal (including professional) services performed in the United States, on or after the effective date of this Convention if—

(a) during the taxable year in which the services are performed he is present in the United States for a period or periods not exceeding in the aggregate 183 days; and

(b) the services are performed for or on behalf of an Australian resident.

(2) An individual who is a United States resident shall be exempt from Australian tax on remuneration or other income received, in respect of personal (including professional) services performed in Australia, on or after the effective date of this Convention if—

(a) during the year of income in which the services are performed he is present in Australia for a period or periods not exceeding in the aggregate 183 days; and

(b) the services are performed for or on behalf of a United States resident.

(3) In determining, for the purposes of this Article, whether a person for, or on behalf of, whom services are performed is a resident of one of the Contracting States that person shall not be considered a resident of the other Contracting State solely by reason of the fact that he is engaged in trade or business in that other State through a permanent establishment in that other State.

ARTICLE X

Royalties (not being royalties in relation to motion picture films or the reproduction by any means of images or sound produced directly or indirectly from those films) for the use, production or

reproduction of, or for the privilege of using, producing or reproducing, a literary, dramatic, musical or artistic work in which copyright subsists, being royalties derived from sources within one of the Contracting States by a resident of the other Contracting State not engaged in trade or business in the former State through a permanent establishment in that State, shall be exempt from tax by the former State.

ARTICLE XI

A resident of one of the Contracting States deriving from sources within the other Contracting State—

(a) royalties in respect of the exploitation of mines, quarries or other natural resources; or

(b) rentals from real property,

may elect for any taxable year to be subject to the tax of the other State on a net basis as if that resident were engaged in trade or business within the other State through a permanent establishment in that State.

ARTICLE XII

(1) A pension (including a Government pension) and an annuity, derived from sources within one of the Contracting States by a resident of the other Contracting State, shall be exempt from tax by the former State.

(2) The term "annuity" means a stated sum payable periodically at stated times, during life or during a specified or ascertainable period of time, under an obligation to make the payments in consideration of money paid.

ARTICLE XIII

Where a professor or teacher, who is a resident of one of the Contracting States, is temporarily present in the other Contracting State for the purpose of teaching during a period not exceeding two years at a university, college, school or other educational institution in that other State, remuneration derived by him for so teaching for that period shall be exempt from tax by that other State.

ARTICLE XIV

Income derived from sources within one of the Contracting States by a religious, scientific, educational, or charitable organization of the other Contracting State shall be exempt from taxation by the State from which the income is derived if, within the meaning of the laws of that State, that organization would, if established in that State, be exempt in respect of that income, and if within the meaning of

the laws of the other State it would be exempt in respect of income derived from sources within that other State.

ARTICLE XV

(1) Subject to section 131 of the United States Internal Revenue Code as in effect on the date of signature of this Convention, Australian tax shall be allowed as a credit against United States tax.

(2) Subject to any provisions of the law of Australia which may from time to time be in force and which—

(a) relate to the allowance of a credit against Australian tax of tax payable outside Australia; and

(b) do not affect the general principle of this paragraph,

United States tax payable in respect of income derived by a resident of Australia from sources in the United States shall be allowed as a credit against Australian tax payable in respect of that income.

(3) For the purposes of this Article—

(a) profits, remuneration or other income in respect of personal (including professional) services performed in one of the Contracting States shall be deemed to be income derived from sources in that State;

(b) subject to the provisions of paragraph (1) of this Article, an amount included in taxable income under Division 14 or 15 of Part III. of the Australian Income Tax and Social Services Contribution Assessment Act 1936–1953, or that Act as amended from time to time, or the corresponding provisions of a statute substituted for that Act, shall be deemed to be income derived from sources in Australia; and

(c) the terms "Australian tax" and "United States tax" do not include any tax payable in Australia or the United States which represents a penalty imposed under the law of either Contracting State relating to the taxes which are the subject of this Convention.

ARTICLE XVI

Each Contracting State shall, so far as it is practicable to do so, collect, and pay to the other Contracting State, amounts equivalent to amounts due to the other Contracting State by way of taxes which are the subject of this Convention, being amounts the collection of which is necessary in order to ensure that the benefit of exemptions from tax, or of reductions in rates of tax, provided for by this Convention is not received by persons not entitled to that benefit.

ARTICLE XVII

Where a taxpayer shows proof that the action of the taxation authority of one of the Contracting States has resulted, or is likely to result, in double taxation contrary to the provisions of this Convention, he shall be entitled to present the facts to the State of which he is a citizen or a resident, or, if the taxpayer is a corporation or other entity, to the State in which it is created or organized and, should the taxpayer's claim be deemed worthy of consideration, the taxation authority of that State shall endeavor to come to an agreement with the taxation authority of the other State with a view to avoidance of the double taxation in question.

ARTICLE XVIII

(1) The taxation authorities of the Contracting States shall exchange such information (being information available under the respective taxation laws of the Contracting States) as is necessary for carrying out the provisions of this Convention or for the prevention of fraud or for the administration of statutory provisions against avoidance of the taxes which are the subject of this Convention.

(2) Any information so exchanged shall be treated as secret and shall not be disclosed to any persons other than those (including a Court or a reviewing authority) concerned with the assessment or collection of the taxes, which are the subject of this Convention, or the determination of appeals in relation thereto.

(3) No information shall be exchanged which would disclose any trade secret or trade process.

ARTICLE XIX

The taxation authority of each Contracting State may communicate directly with the taxation authority of the other Contracting State for the purpose of giving effect to the provisions of this Convention.

ARTICLE XX

The provisions of this Convention shall not—

(a) be construed as restricting in any manner any exemption, deduction, credit or other allowance now or hereafter accorded by the laws of one of the Contracting States in the determination of the tax payable to that State; or

(b) affect the operation of Divisions 14 and 15 of Part III. of the Australian Income Tax and Social Services Contribution Assessment Act 1936–1953, or that Act as amended from time to time, relating to film business controlled

abroad and insurance with non-residents, or the corresponding provisions of any statute substituted for that Act.

ARTICLE XXI

(1) This Convention shall be ratified and the instruments of ratification shall be exchanged at Canberra as soon as possible.

(2) This Convention shall become effective—

(a) in the case of United States tax, on the first day of January in the year in which the exchange of instruments of ratification takes place; and

(b) in the case of Australian tax, for the year of income commencing on the first day of July next succeeding the date upon which this Convention becomes effective in the case of United States tax.

(3) This Convention shall continue in effect indefinitely but either Contracting State may, on or before the thirtieth day of June in any year after 1955, give to the other Contracting State notice of termination and, in that event, this Convention shall cease to be effective—

(a) in the case of United States tax, on and after the first day of January next following the giving of that notice of termination; and

(b) in the case of Australian tax, for the year of income commencing on the first day of July next succeeding the date on which this Convention ceases to be effective in the case of United States tax, and for all subsequent years.

IN WITNESS WHEREOF the above-mentioned Plenipotentiaries have signed the present Convention and have affixed thereto their seals.

DONE at Washington, in duplicate, on the fourteenth day of May, one thousand nine hundred and fifty-three.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
WALTER BEDELL SMITH [SEAL]

FOR THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA:
PERCY C SPENDER. [SEAL]

AND WHEREAS the Senate of the United States of America, by their resolution of July 9, 1953, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid convention;

AND WHEREAS the aforesaid convention was duly ratified by the President of the United States of America on July 23, 1953, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the Commonwealth of Australia;

AND WHEREAS the respective instruments of ratification of the aforesaid convention were duly exchanged at Canberra on December 14, 1953, and a protocol of exchange was signed at that place and on that date by the respective Plenipotentiaries of the United States of America and the Commonwealth of Australia;

AND WHEREAS it is provided in Article XXI of the aforesaid convention that the convention shall become effective (a) in the case of United States tax, on the first day of January in the year in which the exchange of instruments of ratification takes place, and (b) in the case of Australian tax, for the year of income commencing on the first day of July next succeeding the date upon which the convention becomes effective in the case of United States tax;

AND WHEREAS, accordingly, upon the exchange of instruments of ratification of the aforesaid convention, the convention became effective commencing January 1, 1953, in the case of United States tax, and for the year of income commencing July 1, 1953, in the case of Australian tax;

NOW, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the aforesaid convention to the end that the said convention and each and every article and clause thereof may be observed and fulfilled with good faith by the United States of America by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

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

DWIGHT D EISENHOWER

By the President:
JOHN FOSTER DULLES
Secretary of State

TIAS 2881
May 29 and
June 24, 1953

UNITED STATES EDUCATIONAL FOUNDATION IN INDIA

Agreement between the UNITED STATES OF AMERICA and INDIA

Amending Agreement of February 2, 1950

- Effected by Exchange of Notes Signed at New Delhi May 29 and June 24, 1953
- Entered into force June 24, 1953

The American Ambassador to the Indian Deputy Minister for External Affairs

AMERICAN EMBASSY,
NEW DELHI,
May 29, 1953

EXCELLENCY:

I have the honor to refer to the "Agreement Between the Government of India and the Government of the United States of America for Financing Certain Educational Exchange Programs", which was signed at New Delhi on February 2, 1950 [1] by Prime Minister Nehru and former Ambassador Henderson. Particular reference is made to the first section of the first paragraph, Article 4, of the Agreement, which reads as follows:

> "The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of eight Directors (hereinafter designated 'the Board'), four of whom shall be nationals of India and four of whom shall be citizens of the United States of America."

On April 16, 1953, the Board of Directors of the United States Educational Foundation in India adopted a resolution to recommend that the above section of the first paragraph, Article 4, be amended to read:

> "The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of ten Directors (hereinafter designated 'the Board'), five of whom shall be citizens of the United States of America and five of whom shall be nationals of India."

The reason for the proposed amendment is to ensure an adequate and representative attendance at Board meetings and to increase the number of non-official members serving on the Board.

The Executive Secretary of the Board of Directors was requested to convey the Board's views to the Government of India and the Ambassador of the United States of America, and to request them to initiate action to amend the Agreement accordingly.

I have received an instruction informing me that the Government

[1] Treaties and Other International Acts Series 2054; 1 UST 383.

of the United States agrees to this amendment. If your Government is in agreement I suggest that the amendment be accomplished by an exchange of diplomatic notes in accordance with Article 13 of the agreement. I therefore propose that this note and your reply thereto constitute amendment to the agreement as recommended by the Board of Directors of the United States Educational Foundation in India on April 15, 1953.

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

GEORGE V. ALLEN

His Excellency
ANIL KUMAR CHANDA,
Deputy Minister for External Affairs,
Ministry of External Affairs,
New Delhi.

The Indian Deputy Minister for External Affairs to the American Ambassador

MINISTRY OF EXTERNAL AFFAIRS
NEW DELHI

No. S/53/1861/70. *June 24th, 1953.*

EXCELLENCY,

I am in receipt of your letter dated the 29th May 1953 which reads as follows:

"I have the honour to refer to the "Agreement between the Government of India and the Government of the United States of America for Financing Certain Educational Exchange Programs", which was signed at New Delhi on February 2, 1950 by Prime Minister Nehru and former Ambassador Henderson. Particular reference is made to the first section of first paragraph, Article 4, of the Agreement, which reads as follows:

"The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of eight Directors (hereinafter designated 'the Board'), four of whom shall be nationals of India and four of whom shall be citizens of the United States of America."

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"The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of ten Directors (hereinafter designated 'the Board'), five of whom shall be citizens of the United States of America and five of whom shall be nationals of India".

The reason for the proposed amendment is to ensure an adequate and representative attendance at Board Meetings and to increase the number of non-official members serving on the Board.

The Executive Secretary of the Board of Directors was requested to convey the Board's views to the Government of India and the Ambassador of the United States of America, and to request them to initiate action to amend the Agreement accordingly.

I have received an instruction informing me that the Government of the United States agrees to this amendment. If your Government is in agreement I suggest that the amendment be accomplished by an exchange of diplomatic notes in accordance with Article 13 of the agreement. I therefore propose that this note and your reply thereto constitute amendment to the agreement as recommended by the Board of Directors of the United States Educational Foundation in India on April 15, 1953".

2. I am pleased to inform you that the Government of India agree to the amendment proposed and also to your suggestion that your note and this reply thereto constitute amendment to the agreement as recommended by the Board of Directors of the United States Educational Foundation in India on April 15, 1953.

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

ANIL K CHANDA

His Excellency the AMBASSADOR
OF THE UNITED STATES OF AMERICA,
American Embassy,
New Delhi.

60602 O - 56(Part 2) - 55

TIAS 2882
Oct. 14 and 21,
1953

EMERGENCY WHEAT AID TO JORDAN

Agreement between the
UNITED STATES OF AMERICA
and JORDAN

- Effected by Exchange of Notes
Signed at Amman October 14
and 21, 1953
- Entered into force October 21, 1953

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

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
No. 59 *Amman, October 14, 1953.*

EXCELLENCY:

I have the honor to refer to the request of the Government of the Hashemite Kingdom of Jordan to the Government of the United States of America for assistance in combatting starvation and suffering resulting from famine conditions among the people of Jordan as a consequence of the disastrous crop season just past. The Government of the United States of America, recognizing the burden undertaken by the Government of the Hashemite Kingdom of Jordan in seeking to relieve the suffering of its people, agrees to assist the Government of the Hashemite Kingdom of Jordan in this enterprise.

It is therefore proposed that:

1. The Government of the United States of America will, subject to the terms and conditions of the United States legislation applicable to such assistance and to the terms and conditions set forth below, furnish to the Government of the Hashemite Kingdom of Jordan up to 10,000 tons of wheat in the form of a grant in order to alleviate starvation and mass suffering threatened by famine conditions in Jordan. The Government of the Hashemite Kingdom of Jordan shall accept title to the wheat upon delivery of wheat on board vessel and shall be responsible for all costs accruing thereafter (other than the payment of freight to the initial destination in Jordan).

2. In order to ensure maximum benefits to the people of Jordan from the assistance to be furnished hereunder, the Government of the Hashemite Kingdom of Jordan undertakes to:

(a) Prepare, in consultation with representatives of the Government of the United States of America, a plan for the distribution of the wheat made available under this Agreement among the people of Jordan and for the distribution of such wheat and products thereof (i) free of cost to persons who by virtue of cir-

cumstances beyond their control are unable to pay for them and (ii) to others at lowest feasible prices, as agreed upon, from time to time, by the two Governments.

(b) Include in such plan, to the maximum extent feasible, a system of public works projects which the two Governments determine to be desirable and practicable in order that both the country of Jordan and the persons receiving assistance will receive maximum benefits.

(c) Pursue all appropriate measures to reduce its relief needs, to increase production and supply, and to improve the distribution of foodstuffs within Jordan in order to lessen the danger of similar emergencies in the future.

(d) Carry out the plan agreed upon, with such modifications as may from time to time be mutually agreed to be necessary to achieve the famine relief objective.

3. In order to further the public works projects referred to above and to enhance the value to Jordan of the assistance program, the Government of the Hashemite Kingdom of Jordan will establish in its own name a Special Account in a bank in Jordan agreed upon by the two Governments (hereinafter called the "Special Account"), and will deposit in this account promptly amounts of local currency accruing, after deducting the transportation expenses and handling costs to the Government of the Hashemite Kingdom of Jordan, from the sale of wheat supplied under this Agreement, or revenues otherwise accruing to the Government of the Hashemite Kingdom of Jordan as a result of the import of such wheat. The Government of the Hashemite Kingdom of Jordan may at any time make advance deposits in the Special Account.

4. The Government of the Hashemite Kingdom of Jordan may draw from the Special Account such amounts as may be agreed upon by the Government of the United States of America and the Government of the Hashemite Kingdom of Jordan to defray the expenses of public works projects and other activities for the benefit of the people of Jordan agreed upon by the two Governments.

5. The Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to operations thereunder. The Government of the Hashemite Kingdom of Jordan will provide such information as may be necessary to carry out the provisions of this Agreement, including statements on the use of assistance received hereunder and other relevant information which the Government of the United States of America

may need to determine the nature and scope of its operations under this Agreement and to evaluate the effectiveness of the assistance furnished or contemplated.

6. It is assumed that the Government of the Hashemite Kingdom of Jordan will give full and continuous publicity in Jordan to the objectives and progress of the program under this Agreement, including information to the people of Jordan that this program is evidence of the friendship of the people of the United States of America for them. The Government of the Hashemite Kingdom of Jordan will make public, upon termination of this program and at least once each quarter during the course of its operation, full statements of operations hereunder, including information as to the use of assistance received and use of the local currency deposited in the Special Account.

7. The Government of the Hashemite Kingdom of Jordan agrees to permit representatives of the Government of the United States of America to observe, without restriction, the distribution in Jordan of wheat made available hereunder, including the provision of facilities necessary for observation and review of the administration of this Agreement and the use of assistance furnished, and to receive any additional persons who may be necessary for the purpose. Upon appropriate notification from the Government of the United States of America, the Government of the Hashemite Kingdom of Jordan will consider such persons as part of the Diplomatic Mission of the United States of America to the Hashemite Kingdom of Jordan for the purpose of enjoying the privileges and immunities accorded to that Mission and its personnel of comparable rank.

8. All or any part of the assistance provided hereunder may be terminated by the Government of the United States of America if it is determined that, because of changed conditions, continuation of assistance is unnecessary or undesirable. Termination of assistance under this provision may include the termination of deliveries of all wheat scheduled hereunder and not yet delivered.

Upon receipt of a note from Your Excellency indicating that the provisions set forth in this note are acceptable to the Government of the Hashemite Kingdom of Jordan, the Government of the United States of America will consider that this note and Your Excellency's reply thereto constitute an Agreement between the two Governments. Such Agreement shall enter into force on the date of Your Excellency's note in reply.

Pleace accept, Excellency, the renewed assurances of my highest consideration.

ANDREW G. LYNCH

His Excellency
Dr. HUSSEIN KHALIDI,
Minister of Foreign Affairs,
The Hashemite Kingdom of Jordan,
Amman, Jordan.

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

THE HASHEMITE KINGDOM
OF JORDAN
MINISTRY OF FOREIGN AFFAIRS
AMMAN



المملكة الاردنية الهاشمية
وزارة الخارجية
عمان

Ref: 52/5/1/10477 الرقم: .....

Date: 21st October 1953. التاريخ: .....

EXCELLENCY,

I have the honour to refer to your note No. 59, dated October 14, 1953 regarding the request of the Government of the Hashemite Kingdom of Jordan to the Government of the United States of America for Assistance in combatting starvation and suffering resulting from famine conditions among the people of Jordan as a consequence of the disasterous crop season just past and to inform you that the Jordan Government accept the provisions set forth in your above mentioned note.

Dr. H. F. Khalidi
Minister for Foreign Affairs
H. F. EL KHALIDI

H.E. Mr. ANDREW G. LYNCH,
The Charge d'Affaires of U.S.A.,
Amman.

ECONOMIC ASSISTANCE TO BOLIVIA

TIAS 2883
Nov. 6, 1953

Agreement between the
UNITED STATES OF AMERICA
and BOLIVIA

- Signed at La Paz November 6, 1953
- Entered into force November 6, 1953

ECONOMIC ASSISTANCE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BOLIVIA

The Government of the United States of America and the Government of Bolivia:

Recognizing that the Government of Bolivia has urgent need for extraordinary economic assistance and that to a large degree this need is due to the fact that Bolivia has not to date been able to make adequate use of her resources;

Considering that the Government of the United States of America has enacted legislation enabling the United States to furnish agricultural commodities and other economic assistance to the Government of Bolivia to help meet its urgent requirements;

Desiring to set forth the understandings which govern the furnishing of such assistance by the Government of the United States of America, the receipt of such assistance by the Government of Bolivia, and the measures which the two Governments will take individually and together in furtherance of the above objectives;

Have agreed as follows:

ARTICLE I.

Subject to the terms and conditions of United States legislation authorizing such assistance, the Government of the United States of America will furnish the Government of Bolivia, in accordance with its request, such agricultural commodities and other economic assistance as may be requested by it and agreed to by the Government of the United States of America, in the form of a grant in order to help prevent serious economic dislocation and mass suffering threatened by the unfavorable developments in Bolivia's economy and to help Bolivia's efforts to increase the production of food and other commodities so as to lessen her extreme dependence for basic food and other needs on mineral exports. To the extent that commodities, the subject of this agreement, may be obtained other than by United States Government procurement, the Government of Bolivia will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms.

ARTICLE II.

In order to assure the maximum benefits to the people of Bolivia from the assistance to be furnished hereunder by the Government of the United States of America, the Government of Bolivia undertakes to:

(a) prepare, in consultation with representatives of the Government of the United States of America, a plan for the distribution of the food made available under this agreement among the people of Bolivia, including a provision for supplying those who by virtue of circumstances beyond their control are unable to pay for it, and to distribute this food in accordance with such plan. In the second of the cases mentioned, the distribution will be made through social welfare institutions, such as asylums, orphanages and charity institutions operating in Bolivia.

(b) pursue all appropriate measures to reduce its needs for extraordinary economic assistance and to prepare, in consultation with representatives of the Government of the United States of America, a plan for increasing production and improving the distribution of food and other commodities with a view to the fuller economic utilization of Bolivian resources so as to lessen the danger of similar emergencies in the future.

ARTICLE III.

(a) Recognizing that the value to Bolivia of an assistance program will be enhanced by the expenditure of the local currency derived from this aid rendered by the Government of the United States of America, the Government of Bolivia will establish in its own name a special account in the Banco Central de Bolivia (hereinafter called the "special account"), and will deposit in this account promptly the amounts of local currency equivalent to the sums accruing to the Government of Bolivia, after deducting transportation expenses and handling costs to that Government, from the sale of the commodities supplied under this agreement on a grant basis or otherwise accruing to the Government of Bolivia as a result of the import of such commodities. The Government of Bolivia may at any time make advance deposits in the special account.

(b) The Government of the United States of America will from time to time notify the Government of Bolivia of its local currency requirements for administrative expenditures incident to the furnishing of assistance under this agreement and the Government of Bolivia will thereupon make such sums available out of any balances in the special account in the manner requested by the Government of the United States of America in its notification.

(c) The Government of Bolivia may draw upon any remaining balance in the special account for the benefit of the people of Bolivia in connection with such programs to increase food production and for such other projects and programs as may be agreed upon from time to time by the two Governments.

ARTICLE IV.

(a) The Governments will, upon the request of either of them, consult regarding any matter relating to the application of this agreement and to operations thereunder. The Government of Bolivia will provide such information as may be necessary to carry out the provisions of this agreement, including statements on the use of the assistance received hereunder and other relevant information which the Government of the United States of America may need to determine the nature and scope of its operations under this agreement and to evaluate the effectiveness of the assistance furnished or contemplated.

(b) The Government of Bolivia will give full and continuous publicity in Bolivia to the objectives and progress of the program under this agreement including information to the people of Bolivia that this program is evidence of the friendship of the people of the United States of America for them, and will make public, upon termination of this program and at least once each quarter during the course of its operation, full statements of its operations hereunder, including information as to the use of the assistance received and the use of the local currency deposited in the special account.

ARTICLE V.

The Government of Bolivia agrees to receive persons designated by the Government of the United States of America to discharge the responsibilities of the Government of the United States of America under this agreement and to permit such persons to observe without restriction the distribution in Bolivia of the commodities and services made available hereunder, including the provision of the facilities necessary for the observation and review of the carrying out of this agreement and the use of the assistance furnished under it. Upon appropriate notification from the Government of the United States of America, the Government of Bolivia will grant such persons the privileges and immunities accorded to employees of the Government of the United States of America assigned to duties in Bolivia in connection with Cooperative Technical Assistance Programs.

ARTICLE VI.

All or any part of the assistance provided hereunder may be terminated by the Government of the United States of America if it is determined that because of changed conditions the continuation of the assistance is unnecessary or undesirable. The termination of the assistance under this provision may include the termination of deliveries of any commodities scheduled hereunder and not yet delivered.

ARTICLE VII.

This agreement shall come into force on the date of signature.

Done at La Paz in the English and the Spanish languages this 6th day of November, 1953.

For the Government of the United States of America:

EDWARD J SPARKS

For the Government of Bolivia:

FEDERICO FORTÚN

[SEAL]

[SEAL]

ACUERDO DE ASISTENCIA ECONOMICA ENTRE EL GOBIERNO DE BOLIVIA Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA.

El Gobierno de Bolivia y el Gobierno de los Estados Unidos de América:

Reconociendo que el Gobierno de Bolivia tiene necesidad urgente de asistencia económica extraordinaria y que en gran medida esta necesidad se debe al hecho de que Bolivia hasta el presente no ha podido hacer uso adecuado de sus recursos;

Considerando que el Gobierno de los Estados Unidos de América ha promulgado legislación permitiendo a los Estados Unidos de América suministrar productos agrícolas y otra asistencia económica al Gobierno de Bolivia para ayudarle a hacer frente a sus urgentes necesidades;

Deseando exponer los entendimientos que rigen el otorgamiento de tal asistencia por parte del Gobierno de los Estados Unidos de América, la aceptación de tal asistencia por parte del Gobierno de Bolivia y las medidas que los dos Gobiernos tomarán individual y conjuntamente al apoyar los objetivos arriba citados;

Han acordado lo siguiente:

ARTICULO I.

Sujeto a los términos y condiciones de la legislación de los Estados Unidos que autoriza tal asistencia, el Gobierno de los Estados Unidos de América proporcionará al Gobierno de Bolivia, de acuerdo a su pedido, aquellos productos agrícolas y otra asistencia económica que pudiera ser solicitada por él y acordada por el Gobierno de los Estados Unidos de América, en forma de donación, con el propósito de ayudar a impedir una seria dislocación económica y sufrimientos en masa, amagados por evoluciones desfavorables en la economía de Bolivia, y de ayudar a los esfuerzos de Bolivia para aumentar la producción de alimentos y otros productos, de modo de reducir su extrema dependencia, en alimentos básicos y otras necesidades, de la exportación de minerales. Al punto de que los productos objeto de este acuerdo pudieran ser obtenidos de otras fuentes que las del Gobierno de los Estados Unidos de América, el Gobierno de Bolivia cooperará con el Gobierno de los Estados Unidos de América a fin de asegurar que la obtención se efectúe a precios y términos razonables.

ARTICULO II.

A fin de asegurar los máximos beneficios al pueblo de Bolivia de la asistencia a suministrarse por el Gobierno de los Estados Unidos de América, el Gobierno de Bolivia se compromete a:

a) preparar, en consulta con los Representantes del Gobierno de los Estados Unidos de América, un plan para la distribución nacional de los alimentos disponibles bajo el presente Acuerdo, al pueblo de Bolivia, incluyendo, además, una estipulación para suministrarlos a aquellos quienes, en virtud de circunstancias ajenas a su control, no pudieran sufragar su precio, y de distribuir los alimentos de acuerdo a dicho plan. En el segundo de los casos mencionados, la distribución se hará a través de las instituciones de asistencia social, como ser asilos, orfelinatos y patronatos que funcionan en Bolivia.

b) Adoptar todas las medidas apropiadas para reducir sus necesidades de ayuda económica extraordinaria y preparar, en consulta con los Representantes del Gobierno de los Estados Unidos de América, un plan para aumentar la producción y mejorar la distribución de alimentos y otros productos, con vista a una más completa utilización económica de los recursos bolivianos a fin de aminorar el peligro de estados de emergencia similares, en el futuro.

ARTICULO III.

a) Reconociendo que la utilidad para Bolivia de un programa de asistencia será acrecentada por el gasto de la moneda local procedente de la ayuda suministrada por el Gobierno de los Estados Unidos de América, el Gobierno de Bolivia abrirá una cuenta especial a su nombre en el Banco Central de Bolivia (denominada en adelante "Cuenta Especial"), y depositará, prestamente, en esta cuenta, las sumas en moneda local equivalentes a las cantidades que corresponden al Gobierno de Bolivia, después de deducir los gastos de transporte y carguío, de la venta de los productos suministrados bajo el presente Acuerdo sobre la base de donación, u otras, que corresponden al Gobierno de Bolivia como resultado de la importación de aquellos productos. El Gobierno de Bolivia podrá, en cualquier momento, efectuar depósitos adelantados en la cuenta especial.

b) El Gobierno de los Estados Unidos de América notificará al Gobierno de Bolivia, de tiempo en tiempo, de sus necesidades en moneda local para gastos administrativos incidentes al suministro de asistencia bajo este Acuerdo, y el Gobierno de Bolivia, por consiguiente, hará disponibles dichas sumas de cualquier saldo en la cuenta especial, en la forma solicitada por el Gobierno de los Estados Unidos de América en sus notificaciones.

c) El Gobierno de Bolivia podrá girar sobre cualquier saldo restante en la cuenta especial, en beneficio del pueblo de Bolivia, en relación con aquellos programas para aumentar la producción alimenticia y para aquellos proyectos y programas que fueran acordados, de tiempo en tiempo, por los dos Gobiernos.

ARTICULO IV.

a) A solicitud de cualesquiera de ellos, los Gobiernos entrarán en consulta sobre cualquier asunto relacionado con la aplicación de este Acuerdo y las operaciones que se efectuaren bajo su vigencia. El Gobierno de Bolivia proporcionará aquella información que fuere necesaria para llevar a cabo las estipulaciones de este Acuerdo, incluyendo informes sobre la utilización de la asistencia recibida y otras informaciones pertinentes que el Gobierno de los Estados Unidos de América pudiera necesitar, para determinar la naturaleza y el alcance de sus operaciones bajo el presente Acuerdo, y para avaluar la efectividad de la asistencia proporcionada o contemplada.

b) El Gobierno de Bolivia dará amplia y continuada publicidad a los objetivos y al progreso del programa bajo este Acuerdo, e incluso informará al pueblo de Bolivia que este programa es la evidencia de la amistad del pueblo de los Estados Unidos de América para con él, y publicará asimismo al terminarse este programa y, por lo menos trimestralmente durante el curso de sus operaciones, informes amplios sobre las operaciones estipuladas, incluyendo información relativa a la utilización de la asistencia recibida y a la utilización de la moneda local depositada en la cuenta especial.

ARTICULO V.

El Gobierno de Bolivia concuerda en aceptar a los personeros designados por el Gobierno de los Estados Unidos de América, para desempeñar las responsabilidades del Gobierno de los Estados Unidos de América bajo este Acuerdo, y de permitir a dichos personeros observar sin restricciones la distribución en Bolivia de los productos y servicios suministrados bajo estas estipulaciones, incluyendo el suministro de las facilidades necesarias para observar y revisar la realización de este Acuerdo y la utilización de la asistencia proporcionada bajo estas estipulaciones. Ante la debida notificación por parte del Gobierno de los Estados Unidos de América, el Gobierno de Bolivia otorgará a dichos personeros los privilegios e inmunidades acordados a empleados del Gobierno de los Estados Unidos de América designados para servir en Bolivia, en relación con el Programa Cooperativo de Asistencia Técnica.

ARTICULO VI.

Toda o cualquier parte de la asistencia suministrada en estas estipulaciones, podrá darse por terminada por el Gobierno de los Estados Unidos de América si se determinara que, debido a un cambio en las condiciones, la continuación de la Asistencia fuere innecesaria o indeseable. La terminación de la asistencia bajo esta estipulación podrá incluir la terminación de entregas de cualesquier productos programados en las estipulaciones y no entregados aún.

ARTICULO VII.

El presente Acuerdo entrará en vigor en la fecha de su firma.

Dado en La Paz, en los idiomas inglés y español del mismo tenor el día seis de noviembre de mil novecientos cincuenta y tres.

POR EL GOBIERNO DE BOLIVIA:

FEDERICO FORTÚN [SEAL]

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

EDWARD J SPARKS [SEAL]

60602 O - 56(Part 2) - 56

TIAS 2884
Nov. 25, 1953

ECONOMIC ASSISTANCE TO ISRAEL

Agreement between the UNITED STATES OF AMERICA and ISRAEL

- Effected by Exchange of Notes Signed at Tel Aviv and Jerusalem November 25, 1953
- Entered into force November 25, 1953

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

AMERICAN EMBASSY,
No. 71 *Tel Aviv, November 25, 1953.*

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two governments concerning participation by the Government of the United States of America in a program of special economic assistance that is designed to promote the economic development of the Near East and Africa, for relief and rehabilitation of refugees in that area, and for other types of economic assistance to assist in maintaining economic and political stability in that area. It is contemplated that these objectives shall be accomplished by, among other things, furnishing special economic assistance to certain of the countries in the aforesaid area, including Israel. Accordingly it is proposed that such assistance to Israel as may from time to time be made available by the Government of the United States for the accomplishment of these objectives will be extended in accordance with the following principles and procedures:

(1) The furnishing of any such assistance by the Government of the United States for special economic assistance programs or projects, in furtherance of these purposes, will be based upon requests by the Government of Israel which may be approved by the Government of the United States, and will be subject to the terms and conditions of applicable United States legislative provisions. The Government of Israel will furnish to the Government of the United States of America, in support of each request, such supporting information and data as the Government of the United States of America may request in order to determine whether to give its approval to the request. The total funds so made available shall be expended in accordance with a procedure mutually agreed upon.

(2) The Government of Israel will establish, in its name or that of an authorized agency of the Government of Israel, a special account in a bank acceptable to both Governments, and will deposit therein the Israel currency equivalent to the dollar aid provided under the terms of this Agreement. The exchange rate to be used in computing the amounts of such Israel currency deposits shall be the par value for the

Israel currency agreed with the International Monetary Fund in effect at the time of each deposit, provided that this par value is the single rate applicable to the purchase of dollars for commercial transactions in Israel. If there is no such agreed par value or if there are two or more effective rates that are not unlawful for the purchase of dollars, the rates used shall be the effective rates (including the amount of any exchange tax, surcharge, bonus, or value of any exchange certificate) which, at the time of deposit, are applicable to the purchase of dollars for the respective purposes for which dollars supplied hereunder are used. In no case, however, will the amount of Israel pounds deposited be less than the equivalent, at the official rate of exchange at the time of the deposit, of the United States dollar aid provided hereunder. Such deposits will be made from time to time by the Government of Israel upon notification to that Government that dollars have been made available by the Government of the United States of America for expenditure pursuant to this Agreement. The sums in this account shall be used in furtherance of such purposes as may be consistent with the objectives of the aid programs in Israel and as may be mutually agreed between the two Governments. The special account provided for herein may be consolidated with the account provided for under the exchange of notes between the two Governments dated February 27, 1952 [1] and August 13, 1952, [2] it being understood that such accounts were consolidated pursuant to the authority contained in the aforementioned exchange of notes dated August 13, 1952.

(3) The sums made available pursuant to paragraph (1) and paragraph (2) of this Agreement shall be expended under the general direction and supervision of designated representatives of each Government, subject to the terms and conditions of this Agreement and the documents containing the requests of the Government of Israel and the approval of the Government of the United States of America. The Government of Israel will repay to the Government of the United States of America any sums of dollars and to the special account any sums of Israel pounds which are found to have been used for purposes other than those for which they were made available, or under terms and conditions other than those prescribed for their use.

(4) The Government of Israel will make available to the Government of the United States of America full opportunity to ascertain the uses made of the funds made available pursuant to paragraphs (1) and (2) of this Agreement, including access to pertinent documents and records.

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[1] Treaties and Other International Acts Series 2497; 3 UST, pt. 3, p. 3703.

[2] TIAS 2672; 3 UST, pt. 4, p. 4971.

(5) The Government of Israel will so deposit, segregate, or assure title to all funds made available pursuant to this Agreement that such funds shall not become subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government, when, in the opinion of the Government of the United States of America, such legal process would interfere with the attainment of the objectives of the program of assistance.

(6) The Government of Israel will communicate to the Government of the United States in a form and at intervals to be mutually agreed upon:

(a) Information concerning projects, programs, measures and operations carried on under this Agreement, including a statement of the use of funds, materials, equipment, and services provided thereunder;

(b) Information regarding technical and economic assistance which has been or is being requested of other countries or of international organizations and which bears upon any project carried on or under consideration pursuant to this Agreement.

Not less frequently than once a year, the Governments of Israel and of the United States of America will make public in their respective countries periodic reports on the technical and economic cooperation programs carried on pursuant to this Agreement. Such reports shall include information as to the use of funds, materials, equipment and services.

The Governments of Israel and of the United States of America will endeavor to give full publicity to the objectives and progress of the technical and economic cooperation programs carried on under this Agreement.

(7) All employees of the Government of the United States of America assigned to duties in Israel in connection with cooperative technical and economic assistance programs and projects and accompanying members of their families shall be exempt from all Israel income taxes and social security taxes with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, and from property taxes on personal property intended for their own use. Such employees and accompanying members of their families shall receive the same treatment with respect to the payment of customs and import duties on personal effects, equipment and supplies imported into Israel for their own use, as is accorded by the Government of Israel to diplomatic personnel of the United States Embassy in Israel.

Upon receipt of a note from Your Excellency indicating that the provisions set forth in this note are acceptable to the Government of Israel, the Government of the United States of America will consider that this note and Your Excellency's reply thereto constitute an agreement between the two Governments. Such agreement shall enter into force on the date of your Excellency's note in reply and shall remain in force until three months after the receipt by either Government of notice in writing by the other of intention to terminate the agreement.

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

FRANCIS H. RUSSELL
Charge d'Affaires ad interim

His Excellency
MOSHE SHARETT,
Minister of Foreign Affairs
for the State of Israel.

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

MINISTRY FOR FOREIGN AFFAIRS
JERUSALEM, ISRAEL

משרד החוץ
ירושלים

FA/812/53

JERUSALEM, *25 November 1953.*

SIR,

I have the honour to acknowledge receipt of your Note No. 71, dated 25 November 1953, concerning special economic assistance to Israel within a program of special economic assistance of the United States of America to the Near East and Africa, under the terms and conditions of applicable United States legislative provisions, and to confirm that the provisions set forth in that Note are acceptable to the Government of Israel, which considers your Note and this reply as constituting an agreement between the two Governments on this subject, entering into force on this date.

Please accept the assurances of my highest consideration.

M. SHARETT
Minister for Foreign Affairs

Mr. FRANCIS H. RUSSELL,
Chargé d'Affaires,
United States Embassy in Israel.

GENERAL AGREEMENT ON TARIFFS AND TRADE

TIAS 2885
Oct. 27, 1951.

First Protocol of Rectifications and Modifications to the Geneva, Annecy, and Torquay Schedules

Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

- Signed at Geneva October 27, 1951
- Entered into force October 21, 1953

GENERAL AGREEMENT ON TARIFFS AND TRADE

FIRST PROTOCOL OF RECTIFICATIONS AND MODIFICATIONS TO THE TEXTS OF THE SCHEDULES TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

signed at Geneva on 27 October 1951

ACCORD GÉNÉRAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

PREMIER PROTOCOLE DE RECTIFICATIONS ET MODIFICATIONS AU TEXTE DES LISTES ANNEXÉES A L'ACCORD GÉNÉRAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

signé à Genève le 27 octobre 1951

CONTENTS

Geneva Schedules —[1] Listes de Genève

Page

Australia 2317
Benelux 2318
Cuba 2329
France 2333
Pakistan 2368
Union of South Africa 2369
United Kingdom 2370
United Kingdom (transposed schedule) 2371
Indonesia 2589

Annecy Schedules —[2]Listes d'Annecy

Benelux 2593
Cuba 2594
France 2595
India 2598
Pakistan 2599
United Kingdom 2600
United Kingdom (transposed schedule) 2601
Denmark 2647
Grèce 2654
Italie 2655
Sweden 2657

Torquay Schedules —[3]Listes de Torquay

Benelux 2661
Cuba 2666
France 2667
India 2674
Union of South Africa 2675
United Kingdom 2676
United States 2678
Denmark 2679
Grèce 2680
Italie 2681
Sweden 2689
République fédérale d'Allemagne 2693

[1] Treaties and Other International Acts Series 1700; 61 Stat., pts. 5 and 6.
[2] TIAS 2100; 64 Stat., pt. 3, p. B139.
[3] TIAS 2420; 3 UST, pt. 1, p. 588.

FIRST PROTOCOL OF RECTIFICATIONS AND MODIFICATIONS TO THE TEXTS OF THE SCHEDULES TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

The CONTRACTING PARTIES to the General Agreement on Tariffs and Trade [1] (hereinafter referred to as the General Agreement),

HAVING noted that certain rectifications should be made in the authentic text of certain schedules to the General Agreement, and

DESIRING to make certain modifications in the authentic text of certain schedules of the General Agreement, many of which reflect modifications of concessions which have already been made effective in accordance with established procedures under the General Agreement,

HEREBY AGREE as follows:

1. The following rectifications and modifications shall be made in the texts of the Schedules forming part of the General Agreement on Tariffs and Trade:

(*a*) Schedules annexed to the General Agreement on Tariffs and Trade, dated 30 October 1947.

PREMIER PROTOCOLE DE RECTIFICATIONS ET MODIFICATIONS AU TEXTE DES LISTES ANNEXÉES A L'ACCORD GÉNÉRAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

Les PARTIES CONTRACTANTES à l'Accord général sur les Tarifs douaniers et le Commerce (dénommé ci-après l'Accord général),

AYANT constaté que certaines rectifications devraient être apportées au texte authentique de certaines listes annexées à l'Accord général, et

DÉSIRANT introduire dans le texte authentique de certaines listes annexées à l'Accord général certaines modifications dont un grand nombre représentent des modifications de concessions qui ont déjà été mises en application conformément aux procédures prévues par l'Accord général,

SONT CONVENUES de ce qui suit:

1. Les rectifications et modifications suivantes sont apportées aux listes incorporées à l'Accord général sur les Tarifs douaniers et le Commerce:

a) Listes annexées à l'Accord général sur les Tarifs douaniers et le Commerce, portant la date du 30 octobre 1947.

[1] Treaties and Other International Acts Series 1700; 61 Stat., pts. 5 and 6.

SCHEDULE I - AUSTRALIA

Rectifications to this Schedule are authentic only in the English language

PART II - Preferencial Tariff

Item 82(H)

The rate of duty shall read:

"2½d (*)"

LISTE II - BELGIQUE - LUXEMBOURG - PAYS-BAS[1]

SECTION A - TERRITOIRES METROPOLITAINS

Seul fait foi le texte français des rectifications ou des modifications portant sur la section A

PREMIERE PARTIE - Tarif de la nation la plus favorisée

Position 15 a

La sous-position ex doit se lire :

" Lapins sauvages et lièvres, conservés à l'état frais par un procédé frigorifique (x) ".

Position 19

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

Position 21 a) 1 B I

Supprimer les mots entre parenthèses.

Position 27

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

Position 51

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

Position 55 ex c

La sous-position doit se lire : " c) 1 ".

Dans la sous-position c)1 (nouvelle), supprimer les lettres A et B.

Dans la Note le numéro " 55 c " doit se lire : " 55 c)1 " (2 fois).

Position 68

Les droits de monopole néerlandais " f.4,- " et " f.1,- " dans la " Note 1 " à cette position, doivent se lire :

" f.5,02 " et " f.1,26 ".

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[1] For the English language translation, see *post*, p. 2700.

LISTE II - BELGIQUE - LUXEMBOURG - PAYS-BAS (suite)

Position 70

Le droit de monopole néerlandais " f.2.- " dans la " Note " à la sous-position " a " doit se lire :

" f.2.51 "

Le droit de monopole néerlandais " f.1.50 " dans la " Note " à la sous-position " b " doit se lire :

" f.1.88 ".

Position 74

Insérer au commencement de la Note les mots suivants :

" En ce qui concerne le sarrasin, "

Le droit de monopole néerlandais " f.2.- " dans la " Note " à cette position doit se lire :

" f.2.51 ".

Position 75 ex a

La sous-position " ex a) " doit se lire :

" a) 1 B "

Position 84

Le droit de monopole néerlandais " f.15.- " dans la " Note " à la sous-position " b " doit se lire :

" f.18.83 ".

Dans la sous-position b) supprimer le " (x) ".

Position 89

Le droit applicable " f.50.- " à la sous-position " d " doit se lire :

" f.62.78 ".

Position 94 c

Supprimer le " (x) ".

Position ex 99

Cette position doit être supprimée et remplacée par :

" 95. Matières végétales employées en vannerie ou en sparterie :

ex d) Raphia (x)..... exemption ".

Position ex 100

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

LISTE II - BELGIQUE - LUXEMBOURG - PAYS-BAS (suite)

Position ex 101

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

Position 102

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

Position 103

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

Position 105

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

Position 109

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

Position 111

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

Position 115

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

Position 123

Le droit applicable " f.15.13 " à la sous-position " ex b " doit se lire :

" f.19.- ".

Position 129

Supprimer la Note.

LISTE II - BELGIQUE - LUXEMBOURG - PAYS-BAS (suite)

Position 134

La Note doit se lire :

" Le droit de monopole néerlandais ou la charge correspondante belgo-luxembourgeoise ne dépassera pas le montant du droit de monopole néerlandais ou de la charge belgo-luxembourgeoise correspondante perçu sur le froment ou les autres céréales, multiplié par un coefficient égal à l'inverse du coefficient d'extraction de la farine contenue dans les produits sous rubrique ".

Position 136

La Note doit se lire :

" Le droit de monopole néerlandais ou la charge correspondante belgo-luxembourgeoise ne dépassera pas le montant du droit de monopole néerlandais ou de la charge belgo-luxembourgeoise correspondante perçu sur le froment ou les autres céréales, multiplié par un coefficient égal à l'inverse du coefficient d'extraction de la farine contenue dans les produits sous rubrique ".

Position 139 a) 1 A

La position doit se lire : " 139 a) 1 ex A ".

Position 143

La Note doit se lire :

" Les produits sous rubrique, logés en récipients contenant 1200 grammes ou moins, poids net, seront exempts aux Pays-Bas du droit d'accise sur les vins ".

Position 148

La sous-position " b " doit se lire :

" c) "

La Note 1 doit se lire :

" Le droit de monopole néerlandais ou la charge correspondante belgo-luxembourgeoise ne dépassera pas le montant du droit de monopole néerlandais ou de la charge belgo-luxembourgeoise correspondante perçu sur le froment ou les autres céréales, multiplié par un coefficient égal à l'inverse du coefficient d'extraction de la farine contenue dans les produits sous rubrique ".

Position 154

Le droit applicable " f.254,24 " doit se lire :

" f.319,20 ".

LISTE II - BELGIQUE - LUXEMBOURG - PAYS-BAS (suite)

Position 165

Le droit de monopole néerlandais " f.2.- " dans la " Note " à cette position doit se lire :

" f.2.51 ".

Position 206

A la " Note (+) " à la sous-position " b ex 3 ", le droit de douane " f.1.82 " doit se lire :

" f.2.28 ".

Position 294

Les droits applicables de " f.2.- " (trois fois) et " f.0.10 " (trois fois) doivent se lire :

" f.2.51 " et " f.0.13 ".

Position 329

La sous-position "ex c." doit se lire :

" autres "

Position 346

Supprimer le " (x) " dans toutes les sous-positions.

Dans la sous-position c., après le mot " autres ", insérer un (x) et l'explication suivante :

" (x) En ce qui concerne le nitrate de sodium potassique, le droit de monopole néerlandais ou la charge correspondante belgo-luxembourgeoise ne sera pas perçu ".

Position 412 b

Cette position doit se lire :

" b) Nattes de Chine et similaires, tapis de pied et autres tissus :
1. Tissus de raphia dits " Rabanes "..... 12 p.c.
2. non dénommés..... 18 p.c."

Position 554

Cette position doit se lire :

" Tissus de matières textiles du chapitre 49, non dénommés ni compris ailleurs..... 18 p.c."

Position 661

Le droit applicable " f.0.61 " (deux fois) doit se lire :

" f.0.76 "

LISTE II - BELGIQUE - LUXEMBOURG - PAYS-BAS (suite)

Position 662

Le droit applicable " f.l.21 " (deux fois) doit se lire :

" f.l.52 ".

Position 679 a

La sous-position doit se lire :

" ex a) "

Position 704 c 2

Le droit de douane doit se lire :

" 4 p.c. "

Supprimer le renvoi.

Position 757 a 1

Le droit de douane doit se lire :

" 4p.c. (+) ".

Position 823 b 3

La sous-position b) 3 doit se lire :

" non dénommées ".

Position 857 ex c

La sous-position doit se lire :

" e. Paliers et coussinets :
ex pour véhicules automobiles ".

Position 864

Le mot " électrique " doit se lire :

" électriques ".

Position 893 c 2 D

Supprimer les mots entre parenthèses.

Position 926 a

Ajouter après le mot " matériaux " les mots suivants :

" , pesant moins de 250 kg ".

60602 O - 56(Part 2) - 57

LISTE II - BELGIQUE - LUXEMBOURG - PAYS-BAS (suite)

SECTION B - CONGO BELGE ET RUANDA-URUNDI

Seul fait foi le texte français des rectifications ou des modifications portant sur la section B.

PREMIERE PARTIE - Tarif de la nation la plus favorisée

Position 36 ex a

La sous-position doit se lire :

" a. spécialement dénommées :
2. autres :
ex. Plâtre ".

Position 72

Les mots " à l'exception " doivent se lire :

" à l'exclusion ".

Les mots " ex Lampes et lanternes " doivent se lire :

" a. spécialement dénommés :
2. Lampes et lanternes non comprises dans une autre rubrique du tarif ".

Position 90 e

La sous-position doit se lire :

" 90 e. Tissus de coton de toute espèce :
2. fabriqués en partie à l'aide de fils blanchis ..... 20 p.c.

3. teints en pièces ou fabriqués en tout ou en partie à l'aide de fils teints ..... 20 p.c. "

Note : Le fait que les tissus sont mercerisés en pièces ou fabriqués en tout ou en partie à l'aide de fils mercerisés est sans influence sur leur tarification.

Le minimum de perception de 500 fr aux 100 kg net, prévu pour les tissus teints en pièces ou fabriqués en tout ou en partie à l'aide de fils teints n'est pas consolidé.

4. imprimés de toute espèce :
ex mercerisés en pièces ou fabriqués en tout ou en partie à l'aide de fils mercerisés. ..... 20 p.c.

Note : Le minimum de perception de 500 fr aux 100 kg. net, prévu pour les tissus imprimés n'est pas consolidé ".

SCHEDULE II - BELGIUM - LUXEMBURG - NETHERLANDS (continued)

SECTION C - NEW GUINEA

Rectifications and modifications in Section C are authentic only in the English language.

PART. I - Most Favoured Nation Tariff

Item ex 58

The item number " ex 58 " shall read :

" 58 I ".

Item ex 62 II

The sub-item number " ex 62 II " shall read :

" ex 62 I."

Item ex 63

The item number " ex 63 " shall read :

" 63 II ".

Item ex 118

The item number " ex 118 " shall read :

" 118 II b ".

Item ex 165

The description shall read :

" Bakelite, galalith and the like, in blocks, raw sheets or lumps, as well as synthetic resins, in pieces, scales, clots or powder ".

Item ex 170

Delete this item-number.

Item ex 175

The item number " ex 175 " shall read :

" 175 I ".

Item ex 188

In sub-item-number " ex 188 I " before " liquid soap, not packed for retail sale " shall be placed " b ".

The sub-item-numbers " ex 188 II a and b " shall read :

" a. in luxury packing..... 30 p.c.
b. in other packing, including in a coloured paper or in a paper bearing printed designs, but not pleated, nor bearing relief ornaments or covered with metal; with the exception of soap, packed in earthenware, porcelain, glass, celluloid or other plastic material or in a soapbox,- tube or similar article, intended for use by the purchaser.. 18p.c."

SCHEDULE II - BELGIUM - LUXEMBURG - NETHERLANDS (continued)

Item 223

The item-number shall read :

" 223 I Raw or unfinished furskins of rabbit and opossum ".

Item 233

In the fifth line of the description of this item instead of " fiber " to read " fibre "

Item ex 302 1 and 2

The sub-item-numbers shall read :

" ex 302 I and II ".

Item 304

The item number " 304 " shall read :

" ex 304 ".

Item 305

In the first line of the description of this item between " cardboard " and " not " shall be placed a comma (",").

Item 477

This item number with description and rate of duty has to be placed in the Schedule after item-number " 469 ".

The subitem " I " shall read :

" ex I ".

Item 590 I

The item-number " 590 I " shall read " 590 " and the subdivision " a " shall read " I ".

The sub-item-number " 590 I b " shall be deleted and replaced before item " 590 " by :

" ex 574 Working, sorting or finishing tables of iron or steel, in so far as they may be considered as auxiliaries for industrial operations ..... 9 p.c. "

Item 643

Insert before this item :

" ex 642 Lead in sheets or leaves, weighing more than 450 but not more than 500 grammes per square meter, n.s.m. :

I. unworked ..... free

II. tinned and/or cut into pieces.. 18 p.c. "

SCHEDULE II - BELGIUM - LUXEMBURG - NETHERLANDS (continued)

Item 643 (continued)

The description and rate of duty of item " 643 " shall read :

" Lead in sheets (sheets or leaves of lead, even tinned, weighing 450 grammes or less per square meter), even cut into pieces, n.s.m. ..... 18 p.c. "

Item 714

The sub-item numbers " 714 II ex a and b " shall read :

" ex a. for railway and tramway locomotives and for airplanes ..... free

ex b. for tractors and similar tractive mechanisms, not running on rails... 9 p.c.

c. other motors ..... 18 p.c. "

The sub-item numbers " 714 III ex a, ex b and c" shall read :

" ex a. clearly belonging to the motors mentioned above in the sub-sections I or II ..... dutiable as those motors

b. others :

ex. 1. suitable for use with automobile motors, other than diesel motors ..... 30 p.c.

2. other ..... 18 p.c. "

Item 771 I

The item number " 771 I " shall read :

" ex 771 ".

Item ex 803

The characters " a " and " b " before the subdivisions shall read :

" I " and " II ".

Item ex 810

The word " pruposes " shall read :

" purposes ".

Item 833

The description shall read :

" Tractors, walking tractors and similar tractive mechanisms, not running on rails, as well as parts clearly intended therefor, n.s.m. ".

SCHEDULE II - BELGIUM - LUXEMBURG - NETHERLANDS (continued)

Item ex 835 I

Delete this sub-item-number.

Item 836

In the sixth line of the description " items 833 and 834 " shall read :

" item 834 ".

In the third line of sub-item " 836 I " " 18 percent ad valorem " shall read :

" 12 percent ad valorem ".

The subdivisions " a " and " b " with the duties shall be deleted.

In the third column of subitem " 836 I " shall be placed :

" 18 p.c. ".

Item 877 II

This sub-item-number " 877 II " shall read :

" ex 877 ".

In the description the sub-division-numbers " I " and " II " shall read :

" II " and " III ".

SCHEDULE IX - CUBA

Rectifications or modifications to this Schedule are authentic only in the English language

PART I - Most-Favoured-Nation Tariff

Item 15-F

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

Item 15-G

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

Item 56-A

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

Item 56-B

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

Item 62-D

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

Item 73-C

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

Item 73-D

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

Item 78-C

Insert a hyphen between the words "gutta percha"

Item 78-E

Insert a hyphen between the words "gutta percha"

SCHEDULE IX - CUBA
(contd.)

After Item 83-A, in the column "Description of products", insert the following words in capital letters:

"GROUP 2. COLORS, DYES AND VARNISHES"

Item 94-B

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

Item 113-A

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

(Item 113-A was incorporated in Schedule IX - Geneva through the First Protocol of Rectifications).

Item 121-B

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

Item 121-C

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

Item 128-A

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

Item 129-F

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

Item 129-G

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

Item 129-H

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

Item 129-I

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

SCHEDULE IX - CUBA
(contd.)

Item 129-J

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

Item 142-A

The word "gallons" shall read:

"galloons"

Item 155-J

In the column "Rate of duty" insert under the rate of duty the words:

"(not negotiated)"

Item 209

The word "violincellos" shall read:

"violoncellos"

Item 222-B

Insert a comma after the word "accessories" and another comma after the word "classified"

Item 227-L

The comma after the word "imported" shall be deleted

PART II

Preferential Tariff

Item 72-C

The word "Powder" shall read:

"powder"

Item 142-B

The word "gallons" shall read:

"galloons"

Item 155-A

The word "Sub-Items" shall read:

"sub-items"

SCHEDULE IX - CUBA
(contd.)

Item 155-E

The word "receptables" shall read:

"receptacles"

Item 155-F

The word "Sub-Items" shall read:

"Sub-items"

Item 176-H

The word "Sub-Item" shall read:

"Sub-item"

Item 224-B

The word "Sub-Item" shall read:

"Sub-item"

Item 262-D

"30" shall read:

"30th"

Item 307

Insert a hyphen between the words "gutta percha"

LISTE XI - FRANCE [1]

Seul fait foi le texte français des rectifications ou des modifications portant sur cette liste

Section A. Territoire métropolitain

PREMIERE PARTIE - Tarif de la nation la plus favorisée

Position ex 3:

Supprimer les mots figurant entre parenthèses.

Position ex 6:

Supprimer les mots figurant entre parenthèses.

Position 24:

Au lieu de "(baudroies," lire:

"(baudroies),"

Position 38 B:

La position doit se lire:

"-autres, frais bruts, salés ou secs"

Position ex 67 E

Au lieu de "du ler juillet au dernier jour de février" lire:
"du ler juillet au dernier jour de février inclus"

Position 78 A
Au lieu de "du ler mai au 31 octobre" lire:

"du ler mai au 31 octobre inclus".

Positions 102 A à F:

Le titre doit se lire:

"Gruaux, semoules, grains de céréales mondés ou perlés, grains concassés et boulanges, germes, flocons:"

Position 118 G:

Au lieu de "apétalées en sacs" lire:

"pétales de fleurs en sacs pour la parfumerie".

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[1] For the English language translation, see *post*, p. 2706.

LISTE XI - FRANCE (Section A)

(suite)

Position 146 B:

Ajouter après "éléococca":
"d'officica"

Position 146 G:

Après le mot "crucifères" ajouter le mot:
"brutes"

Position ex 183:

Supprimer le mot "autres".

Position 190 B:

Après le mot "autrement" insérer les mots:
"en récipients"

Position 195 A:

La dernière sous position doit se lire:

"autres".

Position 195 B:

La troisième sous position doit se lire:

"autrement".

Position ex 204:

La position doit se lire:

"204 A".

Position ex 230:

Après le mot "autres", ajouter les mots:
"que les marcs de pommes ayant 10 p. 100 et moins d'humidité"

Positions 281 A et B:

La position doit se lire:

" 281 Sables naturels ou artificiels non dénommés ni compris ailleurs, y compris la silice moulue, calcinée ou non ..... Exempts"

Position ex 295:

Le libellé de cette position doit se lire:

"Minerais de plomb autres que l'alquifoux, argentifères ou non".

Apres la Position 333

Ajouter en face de "Essences de pétrole":
"334 A"

Position 360:

La position doit se lire:

" 360 A : Radio-éléments naturels ..... 5%"

LISTE XI - FRANCE (Section A)
(suite)

Positions 378 A et B:

La position doit se lire:

" 378 : Acides de l'arsénic ..... 10 % "

Position 401 C:

Supprimer le mot "alundum".

Position 455 A:

La position doit se lire:

"ex 455".

Position ex 461:

Supprimer le mot "(carborandum)"

Position ex 493 A:

Entre les mots "éthers-oxydes" et "acycliques" ajouter:

"et éthers-oxydes-alcools".

Position ex 541:

La deuxième sous position doit se lire:

"Guanidines et dérivés".

Chapitre 32:

Le titre doit se lire:

" PRODUITS DE LA DISTILLATION DU BOIS, DES TEREBENTHINES ET DES RESINES NON DENOMMES NI COMPRIS AILLEURS".

Position ex 593:

La position doit se lire:

" Laques artificielles:
- à base de colorants animaux ou végétaux, ne contenant pas de carmin ..... 15 %
- à base de matières colorantes organiques, contenant en poids à l'état sec, moins de 3 p. 100 de colorants organiques ou moins de 8 p. 100 de pigments organiques 15 % "

Position ex 611:

La position doit se lire:

" Couleurs, pigments et opacifiants pour la céramique, l'émaillerie, la verrerie, contenant du cobalt sous toutes ses formes (oxyde ou autrement) ..... 17 % "

LISTE XI - FRANCE (Section A)

(suite)

Position ex 612

La position doit se lire:

" Compositions vitrifiables (émaux), contenant du cobalt sous toutes ses formes (oxyde ou autrement)..... 17 % "

Position 699 A:

La troisième sous position doit se lire:

" modifies par des résines naturelles, des huiles ou autrement".

Positions 710 B à D:

Les positions doivent se lire:

" 710 B - autres (Balata, gutta-percha, etc...)..... Exempts"

Position 711:

Le libellé de cette position doit se lire:

" Caoutchoucs synthétiques

Position 713:

Ajouter après le mot "récupération" les mots:

"du caoutchouc".

Position 714:

Le libellé de cette position doit se lire:

"Plaques, feuilles et rubans en caoutchouc non vulcanisé, y compris les articles sciés, dits"feuilles anglaises".

Position 722 D:

Au lieu de "moufles et gants à crispin pour usages industriels" lire:

"moufles et gants à crispin pour usages industriels et autres articles".

Position 722 E:

Supprimer cette position.

Positions 725 A à D:

Ces positions doivent se lire :

" 725 Autres ouvrages en caoutchouc non dénommés ni compris ailleurs ..... 14 % "

Position 737 D:

La position doit se lire:

" 737 D Peaux métallisées ..... 17 %
737 E Peaux vernies ..... 17 % "

LISTE XI - FRANCE (Section A)

(suite)

Positions 752 A et B:

Ces positions doivent se lire:

"752 Articles de galerie non dénommés ni compris ailleurs...25%"

Position 760 C:

La position doit se lire:

" 760 C - petits gris, hamsters, chèvres, moutons et mouflons d'Asie, hermines, chiens de Chine, poulains, en peaux ou en morceaux cousus..... 10 % "

760 D - autres pelleteries (y compris les astrakans et les chèvrettes) en peaux ou en morceaux cousus qu'elles soient ou non teintes ou lustrées ..... 10 % "

Positions763 A à C:

Ces positions doivent se lire:

" 763 Bois de feu ..... 8 % "

Position 766 A:

La position doit se lire:

"ex 766 A".

Positions 825 B, C et E:

Les positions doivent se lire:

" 825 C - papier cristal ..... 20 %
825 D - papier ingraissable tel que grease proof..... 25 %
825 E - papier calque ..... 25 %
825 G - ouate de cellulose ..... 25 % "

Positions ex 826 A et B:

Les positions doivent se lire:

"ex 826 Papiers et cartons non dénommés formés en continu:
- non marqués, ni filigranés, ni satinés, ni frictionnés, en bobines ou en feuilles:
-- en un seul jet:
--- papier et carton paille ..... 18 %
--- autres:
---- contenant des pâtes mécaniques:
----- d'un poids au m2 de plus de 320 g..... 25 %
---- sans pâtes mécaniques:
----- sans pâtes de chiffons ou contenant moins de 75% de pâte de chiffons..... 25 %
----- contenant 75% et plus de pâte de chiffons..... 20 %

LISTE XI - FRANCE (Section A)

(suite)

-- en deux ou plusieurs jets:
--- à intérieur en papier paille ..... 18 %
--- à intérieur autre ..... 25 %
- marqués, filigranés, satinés ou frictionnés..... 25 % "

Position 859 A à D:

Les positions doivent se lire:

" Calendriers ou éphémérides:
859 A - blocs éphémérides et calendriers imprimés directement sur papier ou carton, avec ou sans blocs éphémérides, sans autre ouvraison..... 18 %

859 B - autres, y compris les calendriers de poche, piqués, cousus ou brochés ..... 22 % "

Position 867 D:

La dernière sous position doit se lire:

" --- lithographic, offset, héliographic, taille-douce, timbrage ou d'autres procédées ..... 20 % "

Position 868:

La dernière sous position doit se lire:

" - lithographic, offset, héliographic, taille-douce, timbrage ou d'autres procédés ..... 20 % "

Chapitre 55: Le titre doit se lire:

"MATIERES PREMIERES TEXTILES NON FILEES ET LEURS DECHETS"

Positions 919 A et B:

Nouvelle rédaction:

" 919 Fils de laine ou de poils fins, cardés ou peignés, purs ou mélangés, préparés pour la vente au détail..... 10 % "

Positions 927 A et B:

Les positions doivent se lire:

" 927 Fils de coton, pur ou mélangé, glacés ou mercerisés ou non, préparés pour la vente au détail:
- sur bobines de bois ..... 15 %
- autrement ..... 10 % "

Position 958:

Le libellé de cette position doit se lire:

" Tissus de soie ou de schappe mélangés d'autres textiles".

LISTE XI - FRANCE (Section A)

(suite)

Position 966:

Le libellé de cette position doit se lire:

"Tissus de laine ou de poils fins mélangés d'autres textiles"

Positions 983 A et B:

Les positions doivent se lire:

" 983 Couvertures de coton, pur ou mélangé, en pièces ou confectionnées ..... 15 %"

Positions 994 A et B:

Les positions doivent se lire:

" 994 Tissus de coco pur ou mélangé, unis ou façonnés..... 25 %"

Position 1032 B:

La position doit se lire:

" Tapis à points noués ou enroulés:

1032 B - en jute et fibres assimilées ..... 30 %
1032 C - en autres matières textiles ..... 30 % "

Position ex 1033 E:

La position doit se lire:

" ex 1033 E - en sisal, à la main — (paillassons, carpettes, type Mourzourck et analogues)- ..... 25 %
ex 1033 I - en manille, en abaca, en bananier, en agave, en aloès ou en maguey, à la main (paillassons, carpettes, type Mourzourck et analogues)..... 25 % "

Position 1038:

La position doit se lire:

" ex 1038"

Position 1046 B:

La position doit se lire:

"1046 A"

Position 1055:

La position doit se lire:

"1055 A à F"

60602 O - 56(Part 2) - 58

LISTE XI - FRANCE (Section A)
(suite)

Positions 1081 A à C:

Les positions doivent se lire:

"1081	Cols, faux cols, plastrons, manchettes pour hommes et garçonnets	25 % "

Positions ex 1092 A et B:

Supprimer les rubriques n° "ex 1092 A" et "ex 1092 B"

Positions 1104 A à C:

Les positions doivent se lire:

"	Bas, chaussettes, socquettes et articles similaires en bonneterie de soie ou de schappe, pures ou mélangées, avec ou sans fantaisie:	
1104 A	- bas, sous-bas, chaussettes et mi-bas:	
	-- bas et sous-bas:	
	--- sur métiers circulaires (tubulaires), sans couture ou avec couture simulée.....	22 %
	--- autres	30 %
	-- chaussettes et mi-bas	22 %
1104 B	- socquettes, semelles et pointes.....	22 % "

Positions 1105 A à C:

Les positions doivent se lire:

"	Bas, chaussettes, socquettes et articles similaires, en bonneterie de fibres synthétiques, pures ou mélangées, avec ou sans fantaisies:	
1105 A	- bas, sous-bas, chaussettes et mi-bas.....	35 %
1105 B	- socquettes, semelles et pointes.....	35 % "

Position 1152 A:

Insérer entre les mots "textiles" et "non filées" le mot:

"naturelles"

Positions 1227 A et B:

Les positions doivent se lire:

"1227	Verres dits "coulés" : martelés, imprimés, ondulés	20 % "

Positions 1236 A et B:

Les positions doivent se lire:

"1236	Verrerie de table ou de cuisine (gobelets, verres, tasses, carafes, brocs, assiettes, saladiers, raviers, porte-couteaux, etc...)	
	- non taillés, ni dépolis, ni gravés, ni décorés....	17 %
	- taillés, dépolis, gravés ou décorés autrement que par simple moulage.....	20 %"

LISTE XI - FRANCE (Section A)

(suite)

Position ex 1283 D:

La position doit se lire:

	Fer et aciers en blooms, brames, billettes, largets, ébauches en rouleaux pour tôles et ébauches de forge; fer et acier en poudre:	
ex 1283 D	- ébauches en rouleaux pour tôles:	
	-- en aciers alliés spéciaux.....	18 %
ex 1283 E	- autres:	
	-- aciers alliés spéciaux, d'une teneur totale en tous éléments autres que le fer, le carbone, le soufre et le phosphore:	
	de moins de 10 %	8 % "

Positions 1347 A à C:

Les positions doivents se lire:

" 1347 A et B Aluminium brut ..... 21 % "

Position 1359 A:

La position doit se lire:

"ex 1359"

Position 1535 C:

Le libellé de cette position doit se lire:

"autres : pompes rotatives volumétriques (à pistons, à palettes, à engrenages, à vis, etc...), pompes pneumatiques, etc..."

Position 1538 A:

Le titre de cette position doit se lire:

"Groupes moto-compresseurs et moto-pompes à vide, turbo-compresseurs et turbo-pompes à vide"

Positions 1569 A et B:

Les positions doivent se lire:

"1569	Machines et appareils de concassage, de broyage, de pulvérisation simples non dénommés ni compris ailleurs, leurs parties et pièces détachées.....	16 % "

Positions 1570 A à E:

Les positions doivent se lire:

" 1570	Appareils de criblage, de triage, de classement, de lavage et de dépoussiérage, non dénommés ni compris ailleurs (y compris les appareils électrostatiques et magnétiques), leurs parties et pièces détachées	16 % "

LISTE XI - FRANCE (Section A)

(suite)

Positions 1578 A à C:

Les positions doivent se lire:

" 1578 Machines et appareils pour la préparation du béton (bétonnières, vibrateurs à béton, etc...), leurs parties et pièces détachées..... 18 % "

Positions 1579 A à C:

Les positions doivent se lire:

" 1579 Machines et appareils pour la préparation des asphaltes, bitumes, tarmacadams, goudrons et appareils auxiliaires (chaudières, fondoirs, joints à temps, enrobeurs, etc...), leurs parties et pièces détachées..... 18 % "

Position 1617 A:

Supprimer un tiret devant les mots "parties et pièces détachées", "matrices et poinçons", "autres".

Positions 1626B et ex 1626 E:

Les positions 1626 B et ex 1626 E doivent se lire:

" Accessoires et pièces détachées de métiers à tisser, à bonneterie, à tulles, à dentelles, à broderies, à tresses, à passementerie, à filet et des appareils et machines accessoires repris au n° 1625 A et B :

1626 B - lames, lisses et harnais ..... 18 %

ex 1626 E - autres, pour métiers à bonneterie, à tulles, à dentelles, à broderies, à tresses, à passementerie, à filet ..... 22 % "

Position 1745 F:

La dernière ligne la sous-position doit se lire:

"en matières plastiques ou en autres matières".

Position 1746:

Le libellé de la position doit se lire:

"amplificateurs de courants électriques de toutes sortes, à l'exception des lampes amplificatrices présentées isolément, et pour tous usages".

Positions 1752 A à F:

Les positions doivent se lire:

" 1752 Tubes, valves et lampes électriques autres que pour l'éclairage, non dénommées ni compris ailleurs (analyseurs électroniques d'images, tubes à émission secondaires et multiplicateurs d'électrons, tubes électromètres et photocompteurs, couples thermo-électriques dans le vide ou les gaz, tubes régulateurs de tension ou d'intensité, etc...) ..... 20 % "

LISTE XI - FRANCE (Section A)

(suite)

Positions 1755 A à C:

Les positions doivent se lire:

"1755 A et B Appareils d'électricité médicale, dentaire et vétérinaire, et leurs accessoires..... 20 % "

Positions 1758 A à C:

Les positions doivent se lire:

"1758 A et B Appareils électrothermiques de cuisine..... 18 %

Positions 1766 A à E:

Les positions doivent se lire:

"1766 A et B Appareils d'allumage électrique pour moteurs... 25 % "

Positions 1785 A à C:

Les positions doivent se lire:

"1785 Wagons, wagonnets et berlines pour voies de 0 m 60 et moins d'écartement ..... 18 % "

Chapitre 95:

Le titre doit se lire:

"VOITURES AUTOMOBILES, MATERIEL DE TRAVAIL ET DE MANUTENTION AUTOMOBILE, CYCLES ET AUTRES VEHICULES"

Position 1799:

La position doit se lire:

"1799 B"

Position 1814:

La position doit se lire:

" Remorques pour le transport des marchandises:
1814 A - comportant des rails pour le transport sur route des wagons de chemins de fer..... 35 %
1814 B - autres, d'un poids de:
-- moins de 100 kg ..... 20 %
-- 100 kg inclus à 1.000 kg exclus ..... 25 %
-- 1.000 kg et plus ..... 35 % "

Positions 1846 A et B:

Les positions doivent se lire:

"1846 Parties et pièces détachées, non dénommées ni comprises ailleurs, de tous compteurs, appareils de mesure, de contrôle, de régulation ou d'analyse pour fluides gazeux ou liquides ou pour températures, appareils électriques de mesure et de leurs dispositifs annexes ..... 20 % "

LISTE XI - FRANCE (Section A)

(suite)

Position 1924 B:

Le libellé de cette position doit se lire:

"tourne-disques à moteur mécanique ou électrique, avec ou sans lecteur de son, y compris les changeurs de disques automatiques"

Positions 1925 C et D:

Les positions doivent se lire:

"1925 C - autres (cartonset papiers perforés, cylindres et disques pour appareils automatiques, boîtes à musique, etc)..... 25 % "

LISTE XI - FRANCE

Le texte suivant remplace dorénavant
la Section C - Afrique Occidentale Française

Section C - Afrique Occidentale Française

Première Partie

Tarif de la nation la plus favorisée

Position du Tarif de l'AOF	Désignation des produits	Taux des droits
	Poissons simplement salés, séchés ou fumés:	
01-33 a	- morues, stockfish, harengs	12%
01-33 z	- autres	exempts
01-41	Laits non concentrés ni sucrés	7%
01-42	Crème de lait non concentrée ni sucrée	7%
01-43	Laits concentrés sans sucre ou additionnés de sucre	7%
	Farines de céréales:	
02-61 a	- de froment, d'épeautre et de méteil	5%
04-15	Poissons préparés ou conservés	7%
	Produits de la boulangerie:	
04-43 a	- biscuits de mer (non sucrés)	5%
	Produits de la pâtisserie ou de la biscuiterie:	
04-45 a	- biscuits de mer légèrement sucrés	5%
04-91	Tabacs bruts (en feuilles ou en côtes)	25%
	Tabacs fabriqués:	
04-92 a	- cigares	75%
04-92 b	- cigarettes	75%

LISTE XI - FRANCE (Section C - Afrique Occidentale Française)
(suite)

Position du Tarif de l'AOF	Désignation des produits	Taux des droits
	Produits légers du pétrole et produits assimilés:	
ex 05-63 a	- essences de pétrole:	
	-- étranger	10%
ex 05-63 b	- white spirit:	
	-- étranger	10%
ex 05-63 c	- pétrole lampant (kérozène):	
	-- étranger	10%
ex 05-63 z	- autres:	
	-- étranger	10%
	Produits lourds du pétrole et produits assimilés:	
ex 05-64 a	- gas oils:	
	-- étranger	4%
ex 05-64 b	- fuel-oils fluides:	
	-- étranger	4%
ex 05-64 c	- fuel-oils lourds:	
	-- étranger	7%
	Huiles de pétrole et produits assimilés lubrifiants à base de produits du pétrole:	
ex 05-65 a	- huiles blanches (dites de vaseline ou de paraffine):	
	-- étranger	7%
ex 05-65 b	- spindle et mazout de graissage:	
	-- étranger	7%
ex 05-65 z	- autres:	
	-- étranger	7%
ex 05-66	Vaselines:	
	- étranger	7%
ex 05-67	Paraffine:	
	- étranger	7%
	Savons:	
07-62 a	- ordinaires	20%
07-62 z	- autres	20%
07-76	Allumettes	15%
08-34	Bandages et pneumatiques pour roues de véhicules.	25%
	Tissus de coton:	
12-47 a	- unis, mercerisés ou non	20%
12-47 b	- avec armures, nids d'abeilles, oeils de perdrix et similaires	20%
12-47 c	- à points de gaze	20%
12-47 d	- basins, damassés et similaires	20%

LISTE XI - FRANCE (Section C - Afrique Occidentale Française)
(suite)

Position du Tarif de l'AOF	Désignation des produits	Taux des droits
12-47 e	- piqués, reps et similaires	20%
12-47 f	- brochés (mousselines, plumetis et autres).....	20%
12-47 g	- façonnés (mercerisés ou non)	20%
12-48	Tissus de rayonne et d'autres fibres artificielles continues	20%
ex 12-63	Velours, peluches, tissus bouclés, tissus en chenilles et assimilés: - velours et peluches en coton	20%
ex 12-93	Tissus imprimés: - de coton	20%
13-21 à 13-24	Vêtements	15%
13-36	Cravates	15%
ex 14-12) ex 14-13) ex 14-16) ex 14-17)	Chaussures de toutes sortes avec dessus en toile, en caoutchouc ou en tissu, caoutchouté et semelles en caoutchouc ou autres matières adaptées par collage ou de toute autre manière	10%
14-25 c	Chapeaux et autres coiffures en bonneterie ou confectionnés en tissus, en laizes ou en feutres en pièces, y compris les tissus enduits: - bérets, bonnets, calottes et coiffures similaires	5%
15-39 b	Emaux, verroteries, fibres de verre, ouvrages en silice et quartz fondu: - verroteries et objets en verroterie, vitrifications et objets en vitrification	16%
16-36	Bijouterie de fantaisie	10%
19-17 a	Moteurs et machines motrices non dénommés ni compris ailleurs: - moteurs à pistons à explosion ou à injection pour automobiles	25%
19-19 a	Pièces détachées de machines à vapeur, de turbines, de moteurs, de propulseurs, de pompes et de compresseurs: - pour voitures automobiles	25%
19-4	Machines et appareils pour l'agriculture	exempts

LISTE XI - FRANCE (Section C - Afrique Occidentale Française)
(suite)

Position du Tarif de l'AOF	Désignation des produits	Taux des droits
20-1	Générateurs, moteurs, transformateurs et convertisseurs électriques; piles, accumulateurs, appareillage électrique	7%
20-21	Appareils électriques de signalisation	7%
20-22	Appareils d'éclairage électrique et lampes pour éclairage électrique:	
	- lampes de poche et boitiers de lampes de poche.	6%
	- autres	7%
20-23	Appareils électriques pour la téléphonie et la télégraphie	7%
20-24	Appareils radio-électriques	7%
20-25	Tubes, valves et lampes électriques autres que pour l'éclairage	7%
20-26	Appareils de radiologie et d'électricité médicales	7%
20-27	Appareils électro-thermiques et électro-domestiques	7%
20-28	Appareils de démarrage et d'allumage électriques pour moteurs; équipement électrique de carrosserie	7%
20-29	Appareils électriques non dénommés ni compris ailleurs	7%
21-21	Voitures pour le transport des personnes	30%
21-22	Voitures pour le transport des marchandises	30%
ex 21-23 a à b2 B	Tracteurs agricoles et autres, autres qu'à gazogène:	
	- dans la limite d'un contingent annuel de 1000 tracteurs inclusivement	15%
	- hors contingent	30%
21-24	Voitures à usages spéciaux, chariots de manutention	30%
21-25	Carrosseries et parties de carrosseries	30%

LISTE XI - FRANCE (Section C - Afrique Occidentale Française)
(suite)

Position du Tarif de l'AOF	Désignation des produits	Taux des droits
21-26	Châssis; parties et pièces détachées de châssis ..	30%
	Cycles et motocycles, leurs parties et pièces détachées:	
21-27 a	- cycles	5%
ex 21-27 c	- pièces détachées et parties de cycles	5%

LISTE XI - FRANCE

Section C - Afrique Occidentale Française

Deuxième Partie

Tarif préférentiel

Position du Tarif du l'AOF	Désignation des produits	Taux des droits
	Produits légers du pétrole et produits assimilés:	
ex 05-63 a	- essences de pétrole:	
	-- usines exercées de l'Union française	7%
ex 05-63 b	- white spirit:	
	-- usines exercées de l'Union française	7%
ex 05-63 c	- pétrole lampant (kérosène):	
	-- usines exercées de l'Union française	7%
ex 05-63 z	- autres:	
	-- usines exercées de l'Union française	7%
	Produits lourds du pétrole et produits assimilés:	
ex 05-64 a	- gas-oils:	
	-- usines exercées de l'Union française	3%
ex 05-64 b	- fuel oils fluides:	
	-- usines exercées de l'Union française	3%
ex 05-64 c	- fuel oils lourds:	
	-- usines exercées de l'Union française	5%
	Huiles de pétrole et produits assimilés lubrifiants à base de produits du pétrole:	
ex 05-65 a	- huiles blanches (dites de vaseline ou de paraffine):	
	-- usines exercées de l'Union française	5%
ex 05-65 b	- spindle et mazout de graissage:	
	-- usines exercées de l'Union française	5%
ex 05-65 z	- autres:	
	-- usines exercées de l'Union française	5%
ex 05-66	Vaselines:	
	- usines exercées de l'Union française	5%
ex 05-67	Paraffine:	
	- usines exercées de l'Union française	5%

LISTE XI - FRANCE

Le texte suivant remplace dorénavant
la Section E - Etablissements Français de l'Océanie

Section E - Etablissements Français de l'Océanie

Première Partie

Tarif de la nation la plus favorisée

Position du Tarif	Désignation des produits	Taux des droits
	Lait conservé:	
ex 30	- concentré, non sucré ou sucré	1%
ex 31	Beurre:	
	- en conserve	1%
	Légumes, plantes, racines et tubercules alimentaires:	
67 D	- oignons, à l'état frais ou assimilé.....	2%
	- pommes de terre:	
67 E	--à l'état frais ou assimilé	exemptes
68 B	-- desséchées, déshydratées ou évaporées, même coupées en morceaux ou en tranches	exemptes
69	Légumes à cosses secs	exempts
ex 71 à 75 et ex 80	Fruits comestibles secs et tapés	exempts
101 A	Farines de froment	2%
ex 161 et 162	Conserves de viande:	
	- en boîtes	1%
ex 164	Conserves de saumon et pilchard	exemptes
167 B	Sucres raffinés:	
	- de betterave, canne et analogues	10%
	- autres	10%
	Préparations à base de farine ou de fécule:	
	- autres:	
ex 187 B	-- biscuits sucrés	2%
ex 191 et 192	Fruits en boîtes	exempts

LISTE XI - FRANCE (Section E - Etablissements Français de l'Océanie)
(suite)

Position du Tarif	Désignation des produits	Taux des droits
ex 236	Tabacs: - fabriqués: — cigares — cigarettes	 10% 10%
238	Sel (chlorure de sodium)	1%
334 A	Essence de pétrole (gazoline)	8%
334 C	Pétrole lampant (kérosène)	8%
335	Gas-oils, fuel-oils	10%
336	Huiles de pétrole et produits assimilés, lubrifiants à base de produits du pétrole: - mazout - autres	 10% 5%
ex 599	Couleurs broyées à l'huile, autres que les noirs de fumée et de pétrole	5%
746	Sellerie	10%
750	Articles de voyage	10%
754	Vêtements en cuir, peau ou cuir artificiel, doublés ou non	10%
765 A, 766 A et 767 A	Bois communs, en grumes, équarris ou sciés	exempts
825 à 835	Papiers et cartons en bobines ou en feuilles	8%
836 à 852	Ouvrages en papier et carton	8%
853 à 868	Produits des industries du livre et produits des arts graphiques: - livres, journaux et publications - autres	 exempts 8%
ex 935 à 950	Cordes et cordages	exempts
ex 951 à 997 ex 1021 à 1031 ex 1054 à 1067	Tissus en pièces de tous textiles	10%
1071 à 1085	Vêtements	15%
1086 à 1093	Articles confectionnés en tissus, non dénommés ni compris ailleurs	15%

LISTE XI - FRANCE (Section E - Etablissements Français de l'Océanie)
(suite)

Position du Tarif	Désignation des produits	Taux des droits
1143 à 1149	Chaussures	15%
1398 à 1434	Constructions métalliques; cuves et réservoirs; emballages métalliques; câbles, toiles, grillages et treillis; chaînes; ressorts; articles de pointerie, de clouterie, de boulonnerie et de visserie	12%
1435 à 1439	Outils et outillage à main	8%
1461	Tuyaux flexibles	12%
1462 à 1475	Quincaillerie, serrurerie	12%
1476 à 1518	Mobilier métallique; articles d'éclairage et de chauffage; objets d'ornements en métaux; boucleric; articles de mercerie en métaux; fermoirs; articles divers en métaux	12%
ex 1527	Moteurs à piston: - pour véhicules automobiles	25%
ex 1539	Pièces détachées. - pour véhicules automobiles	25%
1587 à 1595	Machines et appareils pour l'agriculture	exempts
1630	Machines à coudre	8%
1662	Machines à écrire	8%
1700 à 1705	Générateurs, moteurs, transformateurs et convertisseurs électriques	8%
1706	Piles électriques	10%
1707	Accumulateurs: - pour automobiles - autres que pour automobiles	20% 10%
1709 à 1720	Appareillage électrique	8%
1727 à 1729	Appareils électriques de signalisation	8%
1730 A	Lampes portatives comportant leur propre source d'énergie (lampes de poche et similaires): - lampes complètes	10%

LISTE XI - FRANCE (Section E - Etablissements Français de l'Océanie)
(suite)

Position du Tarif	Désignation des produits	Taux des droits
1731	Appareils d'éclairage équipés électriquement, non dénommés ni compris ailleurs	8%
1732	Lampes et tubes à incandescence	10%
1733 à 1735	Lampes à arc; lampes et tubes électriques à décharge et autres lampes et tubes pour l'éclairage électrique; parties et pièces détachées de lampes et tubes pour l'éclairage électrique	8%
1736 à 1741	Appareils électriques pour la télégraphie et la téléphonie	8%
1742 à 1746	Appareils radioélectriques	8%
1747 à 1753	Tubes, valves et lampes électriques autres que pour l'éclairage	8%
1754 à 1756	Appareils de radiologie et d'électricité médicales.	8%
1757 à 1764	Appareils électrothermiques et électrodomestiques..	8%
1765 à 1769	Appareils de démarrage et d'allumage électriques pour moteurs; équipement électrique de carrosserie; appareils électriques non dénommés ni compris ailleurs	8%
1797	Voitures automobiles pour le transport des personnes	30%
	Voitures automobiles pour le transport des marchandises:	
1798 A	- camions	30%
1798 B	- tracteurs	exempts
1801 et 1802	Carrosseries et parties de carrosseries de voitures automobiles	25%
1803 et 1804	Châssis complets de voitures automobiles, leurs parties et pièces détachées	25%
ex 1992 ex 1993 ex 1994 ex 1997 ex 1998 B ex 1999	Articles de sport en cuir	10%

LISTE XI - FRANCE

Le texte suivant remplace dorénavant
la Section I - Madagascar et Dépendances

Section I - Madagascar et Dépendances

Première Partie

Tarif de la nation la plus favorisée

Position du Tarif de Madagascar	Désignation des produits	Taux des droits
30	Laits concentrés, y compris les babeurres, le lacto-sérum et la crème concentrés:	
	- sans sucre	exempts
	- additionnés de sucre	5%
31	Beurre frais, fondu ou salé	15%
	Pommes, poires et coings frais:	
ex 76 A	- pommes de table	10%
ex 76 B	- poires de table	10%
	Farines de céréales:	
101 A	- de froment, d'épeautre et de méteil, quelque soit le taux d'extraction	10%
173	Sucreries (bonbons, pastilles, dragées, caramels, nougats, etc.) sans cacao ni chocolat	10%
	Farines, fécules et extraits de malt préparés pour l'alimentation des enfants ou pour des usages diététiques ou culinaires, même additionnés de cacao dans une proportion inférieure à 50%:	
ex 183	- sans cacao:	
	— farines lactées, quelle que soit la proportion de sucre	5%
	Produits de la boulangerie:	
185 A	- biscuits de mer	15%
	Produits de la pâtisserie et de la biscuiterie:	
ex 187 B	- biscuits secs:	
	— sans cacao ou contenant moins de 20% de cacao:	
	— sans sucre ni miel	15%
	— sucrés	10%

60602 O - 56(Part 2) - 59

LISTE XI - FRANCE (Section I - Madagascar et Dépendances)
(suite)

Position du Tarif de Madagascar	Désignation des produits	Taux des droits
ex 194	Confitures, gelées, marmalades, compotes, cuites, purées et pâtes de fruits sucrées ayant 40% et moins d'humidité	10%
214	Vins (autres que les vins de liqueur et assimilés et les vins mousseux) provenant exclusivement de la fermentation des raisins frais ou du jus de raisin frais	20%
236	Tabacs fabriqués	50%
	Produits légers du pétrole et produits assimilés:	
ex 334 A	- essences de pétrole:	
	— étranger	5%
ex 334 C	- pétrole lampant (kérosène):	
	— étranger	5%
ex 336 A à C	Huiles lourdes de pétrole et produits assimilés, lubrifiants à base de produits du pétrole:	
	- étranger	5%
596 A et B	Vernis	15%
599 A et B	Peintures	15%
636	Bougies, chandelles, cierges, rats de cave, veilleuses et articles similaires en toutes matières (suif, huiles végétales concrètes, cire animale, stéarine, paraffine, cires minérales ou artificielles, etc.)	15%
ex 969 A	Couvertures de laine ou de poils, en pièces ou confectionnées:	
	- couvertures en laine pure	10%
	Tissus de coton pur, et assimilés, unis, non mercerisés:	
ex 973 A	- écrus	
	-- tissus de coton pur, unis, écrus, dits "kaffir sheetings"	10%
ex 983	Couvertures de coton pur en pièces ou confectionnées	10%

LISTE XI - FRANCE (Section I - Madagascar et Dépendances)
(suite)

Position du Tarif de Madagascar	Désignation des produits	Taux des droits
	Chaussures à semelles en cuir ou en caoutchouc, naturels ou artificiels, à dessus en cuir ou matières assimilées non dénommées ni comprises ailleurs:	
ex 1143 A	- chaussures ne dépassant pas la cheville:	
	-- pour hommes	15%
ex 1143 B	- chaussures dépassant la cheville:	
	— pour hommes	15%
ex 1147 A à C	Chaussures à semelles en bois ou en liège:	
	- à dessus entièrement ou partiellement en cuir:	
	— pour hommes	15%
	Chaussures à semelles en autres matières:	
ex 1148 A	- à dessus entièrement ou partiellement en cuir:	
	— pour hommes	15%
	Chaussures spéciales pour la pratique des sports:	
ex 1149 A à D	- à dessus entièrement ou partiellement en cuir et semelles en cuir ou autres matières:	
	-- pour hommes	15%
ex 1295 A	Tôles non façonnées (planes ou ondulées, à plat ou enroulées):	
	- tôles de fer étamé, cuivré, plombé ou zingué ..	15%
ex 1296	Tôles façonnées (découpées autrement que de forme carrée ou rectangulaire, perforées, cintrées, etc.)	
	- tôles de fer étamé, cuivré, plombé ou zingué ..	15%

LISTE XI - FRANCE

Section I - Madagascar et Dépendances

Deuxième Partie

Tarif préférentiel

Position du Tarif de Madagascar	Désignation des produits	Taux des droits
	Produits légers du pétrole et produits assimilés:	
ex 334 A	- essences de pétrole:	
	-- provenant des usines exercées de la Métropole..	1%
ex 334 C	- pétrole lampant (kérosène):	
	-- provenant des usines exercées de la Métropole..	1%
ex 336 A à C	Huiles lourdes de pétrole et produits assimilés, lubrifiants à base de produits du pétrole:	
	- provenant des usines exercées de la Métropole..	1%

LISTE XI - FRANCE

Le texte suivant remplace dorénavant
la Section K - Nouvelle-Calédonie et Dépendances

Section K - Nouvelle-Calédonie et Dépendances

Première Partie

Tarif de la nation la plus favorisée

Position du Tarif de la Nouvelle-Calédonie	Désignation des produits	Taux des droits
	Viandes salées, séchées, fumées, cuites ou simplement préparées d'une autre manière:	
ex 14	- de porc:	
	— bacon	exempts
	— jambons et autres	4%
21	Lait non concentré ni sucré	exempt
23	Laits concentrés y compris le babeurre, le lacto-sérum et la crème concentrés	exempts
24	Beurre frais, fondu ou salé	3%
25	Fromages de toutes sortes	1%
	Légumes et plantes potagères, à l'état frais ou assimilé:	
ex 32 B	- oignons	exempts
32 C	- pommes de terre	6%
	Légumes et plantes potagères desséchés, déshydratés ou évaporés:	
33 B	- pommes de terre, même coupées en morceaux ou en tranches	6%
ex 56	Riz (en paille ou en grains, même glacés)	30%
60 A	Farines de froment, épeautre et méteil	exemptes
	Sucres de betterave, de canne et sucres analogues:	
106 A	- sucres bruts, y compris les vergeoises	exempts
106 B	- sucres raffinés ou agglomérés, y compris les candis	exempts

LISTE XI - FRANCE (Section K - Nouvelle-Calédonie et Dépendances)
(suite)

Position du Tarif de la Nouvelle-Calédonie	Désignation des produits	Taux des droits
ex 119	Farines lactées, quelle que soit la proportion de sucre	exemptes
ex 123 b	Biscuits secs sucrés	exempts
130	Confitures, gelées, marmelades, compotes cuites, purées et pâtes de fruits sucrées	exemptes
148	Bières	25%
150	Vins (autres que les vins de liqueurs et assimilés et les vins mousseux) provenant exclusivement de la fermentation des raisins frais et des jus de raisins frais	50%
155	Eaux-de-vie	13%
164	Sel (chlorure de sodium)	exempt
ex 177	Cendre de houille	exempte
178	Houille crue	exempte
179	Cokes et semi-cokes (métallurgique et de gaz)	exempts
256	Savons ordinaires	10%
ex 257	Autres savons (de toilette ou de parfumerie et autres), ne contenant ni sucre ni alcool	20%
305	Bandages et pneumatiques pour roues de véhicules..	10%
	Cuirs corroyés et peaux travaillées après tannage:	
	- cuirs de gros bovins:	
311 B	-- autres	exempts
	- autres:	
311 D	-- autres:	
	--- de mouton, tannage végétal ou minéral, non drayées, teintes, mates ou lisses pour doublure de chaussures	exempts
315	Articles de bourrellerie	10%
316	Articles de sellerie:	
	- selles de stock et autres selles.....	10%
	- autres articles	40%

LISTE XI - FRANCE (Section K - Nouvelle-Calédonie et Dépendances)
(suite)

Position du Tarif de la Nouvelle-Calédonie	Désignation des produits	Taux des droits
317	Serviettes, cartables, porte-musique et similaires, sacs-cabas et sacs à provision	15%
318	Articles de voyage	15%
319	Articles de maroquinerie et de gainerie non dénommés ni compris ailleurs	15%
320	Vêtements en cuir, peau ou cuir artificiel	10%
322	Articles industriels en cuir naturel ou artificiel, avec ou sans accessoires en autres matières	exempts
323	Autres ouvrages en cuir, peau, cuir artificiel, boyaux, baudruches, vessies, tendons, non dénommés ni compris ailleurs	15%
325	Bois bruts	exempts
326	Bois équarris ou sciés	exempts
ex 390	Tissus de laine pure	10%
391	Couvertures de laine ou poils en pièces ou confectionnées	10%
ex 432 A	Tapis tissés:	
	- en laine	10%
	Bas, sous-bas, chaussettes, socquettes, semelles, pointes et articles similaires:	
489	- en bonneterie de soie ou de schappe, pures ou mélangées	10%
491	- en bonneterie de laine ou de poils fins, purs ou mélangés	15%
493	- en bonneterie de coton, pur ou mélangé	15%
494	- en bonneterie de rayonne ou autres fibres artificielles continues, pures ou mélangées	15%
	Sous-vêtements en bonneterie:	
497	- en bonneterie de soie ou de schappe, pures ou mélangées	10%
499	- en bonneterie de laine ou de poils fins, purs ou mélangés	15%
501	- en bonneterie de coton, pur ou mélangé	15%
502	- en bonneterie de rayonne ou autres fibres artificielles continues, pures ou mélangées	15%

LISTE XI - FRANCE (Section K - Nouvelle-Calédonie et Dépendances)
(suite)

Position du Tarif de la Nouvelle-Calédonie	Désignation des produits	Taux des droits
	Vêtements en bonneterie:	
505	- de soie ou de schappe, pures ou mélangées	10%
507	- de laine ou de poils fins, purs ou mélangés ...	15%
509	- de coton pur ou mélangé	15%
510	- de rayonne, fibranne ou autres fibres artificielles, pures ou mélangées	15%
	Articles de layette en bonneterie:	
512	- de soie ou de schappe, pures ou mélangées	10%
514	- de laine ou poils fins, purs ou mélangés	15%
516	- de coton pur ou mélangé	15%
517	- de rayonne, fibranne ou autres fibres artificielles, pures ou mélangées	15%
	Articles de bonneterie non dénommés ni compris ailleurs:	
ex 526	- accessoires du vêtement:	
	— en soie, bourrette de soie ou schappe.....	10%
	-- en laine, coton ou rayonne	15%
ex 527	- autres articles en bonneterie non dénommés ni compris ailleurs:	
	-- en soie, schappe ou bourrette de soie	10%
	en laine, coton ou rayonne	15%
ex 532 à 537	Chaussures.	
	- souliers découverts:	
	-- en peau, en cuir, en tissu de soie pure ou mélangée	10%
	- souliers montant jusqu'à la cheville	10%
	- pantoufles doublées ou non doublées	10%
	- chaussures pour enfants, avec semelles de cuir ou de peau ayant moins de 17 cm. de longueur ..	10%
614	Larges plats	5%
ex 617	Tôles planes, façonnées ou non, nues ou revêtues:	
	- étamées, cuivrées, plombées ou zinguées	10%
	- autres	5%
ex 618	Fers tréfilés:	
	- fils de fer ou d'acier	exempts
623	Tubes et tuyaux en fer ou en acier bruts ou travaillés et façonnés, polis ou revêtus	10%
ex 649	Câbles, élingues, estropes de fer ou d'acier	exempts

LISTE XI - FRANCE (Section K - Nouvelle-Calédonie et Dépendances)
(suite)

Position du Tarif de la Nouvelle-Calédonie	Désignation des produits	Taux des droits
ex 673 et 674	Articles de ménage, d'hygiène et d'économie domestique et professionnelle et leurs pièces détachées en fonte, fer ou acier, peints, polis, plombés, zingués, galvanisés ou vernissés	10%
ex 721	Meubles frigorifiques équipés (armoires, conservateurs, comptoirs réfrigérés, voitures frigorifiques, fontaines réfrigérées, etc.) d'un poids unitaire de: - 500 kg et moins	10%
722	Meubles frigorifiques non équipés, meubles isothermes, sorbetières et similaires	10%
723	Equipements frigorifiques à éléments constitutifs fixés sur un socle commun	10%
ex 734 à 740	Machines et appareils d'extraction et de terrassement; machines et appareils de broyage, de criblage et d'agglomération des produits minéraux; machines et appareils pour la céramique, la verrerie, la sidérurgie et la fonderie:	
	- machines pour l'extraction des minerais	5%
	- machines complètes servant au traitement de tous minerais	exemptes
741 à 747	Machines et appareils pour l'agriculture	exempts
760	Têtes de machines à coudre avec ou sans moteur électrique	7%
761	Bâtis, transmissions, accessoires et pièces détachées de machines à coudre	7%
783	Machines à écrire et similaires	6%
807	Générateurs et moteurs électriques, convertisseurs rotatifs, leurs parties et pièces détachées	10%
ex 810	Piles électriques de toutes sortes: - piles sèches	10%
811	Accumulateurs électriques, et plaques d'accumulateurs	20%

LISTE XI - FRANCE (Section K - Nouvelle-Calédonie et Dépendances)
(suite)

Position du Tarif de la Nouvelle-Calédonie	Désignation des produits	Taux des droits
ex 826	Lampes et tubes à incandescence, à filaments de carbone	20%
843	Appareils tournants électro-domestiques non dénommés ni compris ailleurs (ventilateurs d'appartement, aspirateurs, cireuses à parquet, machines à bases domestiques et autres)	10%

LISTE XI - FRANCE

Section N - Tunisie

Première Partie

Tarif de la nation la plus favorisée

Position 340 A:

Le mot "bitumeux" doit se lire:
"bitumineux"

Position ex 765 A:

Insérer entre les mots "de 6 m 50" et "à 15.50" le mot:
"exclus"

Positions 1588 à 1595:

Ces positions doivent se lire:

Position du tarif de la Tunisie	Désignation des produits	Taux des droits
1588 A à F	Matériel agricole de préparation et de drainage du sol	Exempt
1589	Semoirs et distributeurs d'engrais : - semoirs et distributeurs sur roues : -- épandeurs de fumier ..... -- autres	 5% Exempts
	- autres (y compris les semoirs-brouettes), parties et pièces détachées de tous semoirs et distributeurs d'engrais	Exempts
	Matériel agricole de récolte et de fenaison :	
1590 A	- faucheuses et javeleuses : -- moto-faucheuses et barres de coupes à monter sur tracteur ..... -- autres	 5% Exempts
1590 B	- moissonneuses-lieuses	Exemptes
1590 C	- moissonneuses-batteuses, avec ou sans moteur	Exemptes

LISTE XI - FRANCE (Section N - Tunisie) (suite)

Position du tarif de la Tunisie	Désignation des produits	Taux des droits
1590 D	- appareils de fenaison et similaires	Exempts
1590 E	- botteleuses (moteur non compris) ...	5%
	- autres appareils	Exempts
	- pièces détachées des appareils ci-dessus, à l'exception des pièces de batteuses :	
	-- des appareils admis en franchise ..	Exemptes
	-- autres	5%
	Matériel agricole de battage et de pressage :	
1591 A	- batteuses à grains (céréales et petits grains)	Exemptes
1591 B	- presses à paille et à fourrage	Exemptes
	Appareils et instruments pour le traitement et la protection des végétaux et appareils et instruments similaires, leurs parties et pièces détachées :	
1592 A	- instruments et appareils à main (soufflets, seringues, lances etc..)	Exempts
1592 B	- appareils à dos, à bât ou sur brouettes (soufreuses, poudreuses, pulvérisateurs, etc...)	Exempts
1592 C	- autres appareils à moteur (auto moteurs, etc...)	5%
1592 D	- parties et pièces détachées	Exemptes
1593 A et B	Appareils d'aviculture et d'apiculture, non dénommés ni compris ailleurs, leurs parties et pièces détachées	Exempts
	Appareils de ferme, non dénommés ni compris ailleurs, leurs parties et pièces détachées :	

LISTE XI - FRANCE (Section N - Tunisie) (suite)

Position du tarif de la Tunisie	Désignation des produits	Taux des droits
1594 A	- appareils pour la préparation des aliments des animaux et appareils similaires	Exempts
1594 B	- déchargeurs de fourrage de tous systèmes, ensileuses, transporteurs de fumier et leurs pièces détachées	5%
1594 C	- autres (abreuvoirs automatiques, germoirs, etc...)	5%
	Autres appareils pour l'agriculture non dénommés ni compris ailleurs :	
1595 A	- trieurs à oeufs, à fruits, à tubercules	5%
1595 B	- autres (tarares, etc...)	Exempts "

SCHEDULE XV - PAKISTAN

Rectifications or modifications to this Schedule
are authentic only in the English language

PART I - Most-Favoured-Nation Tariff

Item Ex 30(2)(d)

This item shall read:

"Ex. 30 "

Item Ex 49(b)

This item shall read:

"Ex 49"

Item 75(1)

This item shall be deleted

General Notes

These notes shall read as follows:

"(1) The references in this Schedule to the Pakistan Customs Tariff item numbers, Description of products, Rate of duty, etc. shall be construed with reference to the First Schedule to the Tariff Act, 1934, as reproduced in the PAKISTAN Customs Tariff as compiled by the Department of Commercial Intelligence Pakistan.

(2) The expression "not otherwise specified" in the description of products in column 2 of this Schedule, unless the context indicates to the contrary, shall be construed as "not otherwise specified", in the Pakistan Customs Tariff referred to in the previous note."

SCHEDULE XVIII - UNION OF SOUTH AFRICA

Rectifications or modifications to this Schedule are authentic only in the English language

PART I - Most-Favoured-Nation Tariff

Item 66(a)

The item shall read as follows:

"66(a) Coir, cotton, fibre, flax, grass, hemp, manila, jute, silk and moss, raw, waste and unmanufactured; flock except artificial and synthetic fibre flock ..... Free

(d) Artificial and synthetic fibres -

(i) flock and waste rayon ..... Free
(ii) rayon staple fibre ..... Free
ex (iii) synthetic staple fibre ..... Free"

Item 86(b)

Insert after the word "tyres" the words:

", rubber pneumatic tyre covers"

Item 129

Insert in sub-item (h) after the word "tyres", the words:

", rubber pneumatic tyre covers"

Item 130

Insert in sub-item (e) after the word "tyres" the words:

", rubber pneumatic tyre covers"

Item 295:

The two sub-items "ex (e)" shall read:

"(e) Sanitary and tracing... ad valorem 7½ p.c."

PART II - Preferential Tariff

Item 86

In sub-item (b) insert after the word "tyres" the words:

", rubber pneumatic tyre covers"

In sub-item (d) the word "Sparkling" shall read:

"Sparking"

SCHEDULE XIX - UNITED KINGDOM

Rectifications or modifications to this Schedule are authentic only in the English language

Section A. Metropolitan Territory

PART I - Most-Favoured-Nation Tariff

First page of Schedule - After paragraph 4

Insert the following new paragraph:

"5. If the Government of the United Kingdom brings into force during the currency of this Agreement a Tariff based on the Brussels Convention for the Classification of Goods in Customs Tariffs, this Schedule shall cease to be valid upon the date on which such a Tariff enters into force, and shall be replaced by the Schedule in the new nomenclature which immediately follows this Schedule".

Items Ex 3 VIII(4) and Ex 3 X(1)

All four headings shall read:

"Tools and parts of tools, (excluding medical, surgical, dental, veterinary and dissecting instruments) and machine tool parts and accessories, the following:"

Item 6 - "Eastern Tissues - not dyed or printed"

In the Rate of Duty Column, the words "per cent" shall be deleted

Item 6 - "Other tissues"

Above the last subheading "In other cases" insert further subheading

"Wholly or in part discharged (continued):-"

Item 3 XIV(1)(vii)

The description shall read:

"Borax (refined) other than R Grade sodium tetraborate"

Item 3 XV(3)(ii)(b)

The description shall read:

"Elastic goods, the following:-

Material consisting of rubber sheeting or synthetic rubber sheeting with a textile backing, not made up"

Item Ex 3 X(2)(x)(b)

The tariff item number shall read:

"3 XVII (2)(i)(a)"

Section C - Dependent Territories of the United Kingdom of Great Britain and Northern Ireland

This Section shall be deleted

Insert Schedule XIX, transposed into the Brussels Nomenclature, as follows:-

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

This Schedule is authentic only in the English language

Metropolitan Territory

PART I

Most-Favoured-Nation Tariff

1. If the Government of the United Kingdom brings into force during the currency of this Agreement a Tariff based on the Brussels Convention for the Classification of Goods in Customs Tariffs, the following Schedule XIX shall replace, upon the date on which such a Tariff enters into force, the text of the Schedule XIX of concessions negotiated at Geneva up to that date.

2. Any article listed in Division 1 of this Part of this Schedule which is liable in whole or in part to revenue duties (a) may, unless expressly excepted in this Schedule, continue to be charged with those duties at the rates from time to time in force.

(a) "Revenue duties" for the purposes of this Schedule means the duties, as set out in Part 6 of the "Customs and Excise Tariff of the United Kingdom of Great Britain and Northern Ireland in operation on the 1st January, 1947", on cocoa, hydrocarbon oils, silk, artificial silk (elsewhere in this Schedule referred to as synthetic or artificial textiles), spirits and sugar.

60602 O - 56(Part 2) - 60

Where any article listed in Division 1 -

(i) being an article of apparel (other than stockings and socks) is made wholly or partly of silk or of synthetic or artificial textiles (continuous or discontinuous); or

(ii) is made wholly or partly of lace or embroidery (b); or

(iii) being an article of apparel, is made wholly or partly of feathers;

then, except as provided in paragraph 4, paragraph 2 shall not apply, and the appropriate rate of duty (or the highest appropriate rate) set out in Division 2 may be charged if it exceeds the appropriate rate set out in Division 1, but shall not be charged in addition to that rate or in addition to any other appropriate rate in Division 2.

4. Notwithstanding the provisions of paragraph 3, paragraph 2 shall apply in the case of any article, other than tissue or apparel, which is made wholly of silk or of synthetic or artificial textiles (continuous or discontinuous), or in respect of which the value of the silk or of the synthetic or artificial textile component or the aggregate of the values of all such components, as the case may be, exceeds 20% of the aggregate of the values of all the components of the article.

(b) "Lace" includes lace and lace net of any kind, and material by whatever process or stitch made which in appearance or pattern resembles lace or lace net;

"Embroidery" includes articles which have at any stage of manufacture been subjected, as to the whole or a part thereof,

(i) to a process of embroidery by hand or machine needlework or to a process producing a similar effect, or

(ii) to a process of stiletto work, borer work, cut work or drawn thread work or to a process producing a similar effect.

5. A rate of duty set out in Division 2 shall not operate as a maximum rate in respect of any article which is not listed or provided for in Division 1.

6. In this Schedule the qualification "R Grade" signifies that the product is "pure", "purissimum", "extra pure", "B.P.", "Ph.G.", "A.R.", "for analysis", "reagent", or of special quality for meeting special tests for purity.

(B.P. = British Pharmacopoeia
Ph.G. = German Pharmacopoeia
A.R. = Analytical Reagent).

7. The effect of several Section or Chapter notes (e.g. to Chapter 82) is that certain parts are to be classified in headings appropriate to the corresponding complete articles. To remove doubt, it is pointed out that for the purposes of this Schedule the United Kingdom concessions on articles set out as sub-headings do not extend to parts of those articles unless parts are expressly included.

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 2	
ex 02-01	Meat and edible offals of the animals falling within heading No. 01-01, 01-02, 01-03 or 01-04, fresh, chilled or frozen -	
	Pigs' heads, feet and offals	Free
ex 02-03	Poultry liver, fresh, chilled, frozen, salted or cooked -	
	Cooked	20/-
ex 02-04	Other meat and edible meat offals, fresh, chilled or frozen -	
	Rabbits, fresh	5/-
ex 02-06	Meat and edible meat offals (except poultry liver), salted, dried, smoked, cooked or similarly treated -	
	(A) Pork, salted or pickled, other than bacon and ham	Free
	(B) Hams	Free
	Note: The quantity of hams permitted to be imported from all sources free of duty shall be not less than 775,000 cwts a year. In respect of hams not permitted to be imported free of duty the United Kingdom Government shall be free to charge duty at a most-favoured-nation rate not exceeding 5d. per lb., provided that the most-favoured-nation rate shall not exceed the preferential rate.	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 3	
ex 03-01	Fish, fresh (live or dead), chilled or frozen -	
	Salmon, chilled or frozen	Free
ex 03-03	Crustaceans and molluscs, whether in shell or not, fresh (live or dead), chilled, frozen, salted, dried or cooked	
	(A) Oysters in shell of the variety ostrea virginica:	
	(1) From 1st June to the last day of February	15%
	(2) From 1st March to the 31st May	10%
	(B) Other oysters, excluding oysters in shell from 1st March to 31st May	30%
	(C) Shell fish (other than oysters and prawns), fresh, chilled, salted or cooked	30%
	CHAPTER 4	
ex 04-02	Milk and cream, preserved, concentrated or sweetened -	
	(A) Condensed milk, whole, sweetened	5s. per cwt.
	(B) Condensed milk, whole, not sweetened	6s. per cwt.
	(C) Preserved milk (other than condensed milk), not sweetened	6s. per cwt.

Note: The expression "milk" in the above subheadings does not include buttermilk, whey, lactoserum, kephir, yoghourt or similar fermented milk.

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 4 (cont'd)	
04-06	Natural honey	3s. 6d. per cwt. or 10% whichever is the greater, but not more than 5s. per cwt.
	CHAPTER 5	
ex 05-02	Pigs', hogs' and boars' bristles; badger hair and other brush-making hair -	
	Pigs', hogs' or boars' bristles, imported in bundles or bunches which consist exclusively of such bristles and in which the bristles are laid parallel	Free
ex 05-03	Horsehair and horsehair waste -	
	Hair of the tails or manes of horses, asses, mules and bovine animals, dressed and/or dyed, but not further processed or manufactured	10%
ex 05-04	Guts, bladders and stomachs of animals other than fish -	
	Sausage casings, hog, of a value exceeding £10 per cwt	Free

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 5 (cont'd)	
ex 05-07	Feathers and parts of feathers, down, and birds' skins and parts thereof complete with feathers, unworked or cleaned, but not further prepared -	
	Bed feathers imported in bulk; and down	10/-
ex 05-10	Ivory, whether or not sliced; powder, parings and waste thereof -	
	Tusks and sections thereof	Free
ex 05-12	Coral and similar substances, unworked or simply prepared, but not processed; shells, unworked or pulverised or sawn -	
	(A) Crushed sea shells, mainly of calcium carbonate	10/-
	(B) Shells (other than mother of pearl, trochus and other hard shells possessing the characteristic nacre or pearl shell), unworked	10/-
	CHAPTER 6	
ex 06-02	Other live plants, including trees, shrubs, bushes, roots, cuttings and slips -	
	(A) Fruit stocks of bulling varieties	5/-

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 6 (cont'd)	
ex 06-02 (cont'd)	(B) Trees, shrubs and bushes, other than in flower:	
	(1) Azalea indica	10%
	(2) Cocos weddelliana	10%
	(3) Kentia belmoreana (Howea belmoreana)	10%
	(4) Kentia forsteriana (Howea forsteriana)	10%
	(5) Phoenix canariensis	10%
	CHAPTER 7	
ex 07-01	Vegetables, fresh or chilled -	
	(A) Asparagus:	
	(1) From 1st January to 15th April	10%
	(2) From 16th April to 30th June	8d. per lb.
	(B) Broccoli and cauliflowers:	
	(1) From 1st November to 15th February	6s. per cwt.
	(C) Green peas (unshelled):	
	(1) From 1st January to 31st May	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 7 (cont'd)	
ex 07-01 (cont'd)	(D) Lettuce and endive:	
	(1) From 1st November to last day of February	10s. per cwt.
	(E) Chicory (salad):	
	(1) From 1st November to 31st March	8s. per cwt.
	(F) Mushrooms:	
	(1) From 1st May to 30th September	10%
	(2) From 1st October to 30th April	20%
	(G) Potatoes:	
	(1) New:	
	(a) From 1st September to 15th May	1s. per cwt.
	(b) From 16th May to 31st July	9s. 4d. per cwt.
	(c) From 1st August to 31st August	2s. per cwt.
	(2) Other descriptions:	
	(a) From 1st September to 30th April	1s. per cwt.
	(b) From 1st May to 31st August	2s. per cwt.

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 7 (cont'd)	
ex 07-03	Vegetables in brine, in sulphur water or in other temporary preservative solution -	
	(A) Gherkins in brine	10%
	(B) Onions in brine	10%
	(C) Olives in brine, imported in a container when the gross weight (including the weight of the container) does not exceed 1 cwt.	15%
ex 07-05	Dried leguminous vegetables, whole, skinned or split -	
	(A) Beans	10%
	(B) Split peas	15%
	(C) Lentils	10%
ex 07-06	Manioc, arrowroot, salep, jerusalem artichokes, sweet potatoes and other similar roots and tubers with high starch or inulin content, fresh or dried, whole or sliced -	
	Manioc	Free

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 8	
ex 08-01	Tropical fruit, fresh or dried, shelled or not -	
	(A) Brazil nuts, shelled	10%
	Note: If at any time unshelled Brazil nuts exported from Brazil to the United Kingdom are charged with export duties or other taxes which are not offset by corresponding export duties or taxes on shelled Brazil nuts exported from Brazil, then the Government of the United Kingdom shall be free to impose on shelled Brazil nuts, in addition to the 10% provided for in this item, a duty equivalent to the amount by which the aforesaid export duties or taxes on unshelled Brazil nuts exported from Brazil exceed the duties or taxes charged on unshelled Brazil nuts supplied to the domestic shelling industry.	
	(B) Brazil nuts, unshelled	5%
	(C) Coconuts	Free
	(D) Dates, dried	10%
	(E) Pineapples:	
	(1) Fresh	10%
	(2) Dried	5%
	(F) Bananas:	
	(1) Fresh	2s. 6d. per cwt.
	(2) Dried	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 8 (cont'd)	
ex 08-02	Citrus fruit, fresh or dried -	
	(A) Lemons, fresh	10%
	(B) Oranges, fresh:	
	(1) From 1st April to 30th November	3s. 6d. per cwt.
	(2) From 1st December to 31st March	10%
ex 08-04	Grapes, fresh or dried -	
	(A) Grapes, fresh, hothouse:	
	(1) From 1st February to 30th June	3d. per lb.
	(2) From 1st July to 31st January	20%
	(B) Grapes, fresh, other than hothouse:	
	(1) From 1st July to 31st January	10%
	(C) Raisins	8s. 6d. per cwt.

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 8 (cont'd)	
ex 08-05	Nuts other than those falling within heading No. 08-01, fresh or dried, shelled or not -	
	(A) Walnuts, unshelled	10%
	(B) Pecan nuts, shelled or unshelled	10%
ex 08-06	Apples, pears and quinces, fresh -	
	(A) Apples:	
	(1) From 16th August to 15th April	Free
	(2) From 16th April to 15th August	4s. 6d. per cwt.
	(B) Apples consigned direct to cider factories registered by His Majesty's Commissioners of Customs and Excise	10%
	(C) Pears:	
	(1) From 1st August to 31st January	3s. per cwt.
	(2) From 1st February to 31st July	4s. 6d. per cwt.
ex 08-07	Stone fruit, fresh -	
	(A) Cherries:	
	(1) From 1st May to 31st May	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 8 (cont'd)	
ex 08-07 (cont'd)	(B) Peaches and nectarines, other than hothouse:	
	(1) From 1st April to 30th November	10%
ex 08-08	Berries, fresh -	
	(A) Currants:	
	(1) From 1st May to 15th June	10%
	(B) Raspberries and loganberries:	
	(1) From 1st July to 31st August	10%
	(C) Strawberries:	
	(1) From 1st April to 15th June	10%
	(2) From 16th June to 31st July	4½d. per lb.
ex 08-10	Fruit (whole, in pieces or in pulp), preserved by freezing -	
	(A) Imported in a container when the gross weight (including the weight of the container) exceeds 1 cwt, the following:	
	(1) Fruit pulp	15%
	(2) Strawberries, raspberries (including loganberries) and blackcurrants	15%
	(3) Redcurrants	15%
	(4) Gooseberries	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 8 (cont'd)	
ex 08-10 (cont'd)	(B) Grapefruit	Free
	(C) Orange pulp, except such pulp containing the peel	Free
ex 08-11	Fruit (whole, in pieces or in pulp), in brine, in sulphur water or in other temporary preservative solution -	
	(A) Fruit pulp	15%
	(B) Apples	3s. 6d. per cwt. or 25%, whichever is the less.
	(C) Strawberries, raspberries (including loganberries) and blackcurrants	15%
	(D) Redcurrants	15%
	(E) Gooseberries	15%
	(F) Grapefruit	Free
	(G) Orange pulp, except such pulp containing the peel	Free
ex 08-12	Fruit, dried, other than that falling within heading No. 08-01, 08-02, 08-03, 08-04 or 08-05 -	
	(A) Apricots	8s. per cwt.
	(B) Apples	Free
	(C) Pears	Free

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 8 (cont'd)	
ex 08-12 (cont'd)	(D) Peaches	Free
	(E) Nectarines	Free
	(F) Prunes	7s. per cwt.
	Note: The products provided for under the above sub-item shall be exempt from ordinary most-favoured-nation customs duties which exceed the preferential duties on such products.	
	CHAPTER 9	
09-03	Maté	5%
ex 09-04	Pepper of the genus piper; pimento of the genus capsicum (except capsicum grossum) or the genus pimenta -	
	Peppercorns (the fruit of piper nigrum), unground	4s. 6d. per cwt.
ex 09-05	Vanilla -	
	Natural vanilla dried, but not chopped, ground, manufactured or otherwise prepared	10%
ex 09-08	Nutmeg, mace and cardamoms -	
	Nutmegs	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 9 (cont'd)	
ex 09-09	Seeds of anise, badian, fennel, coriander, cumin, caraway and juniper -	
	Aniseed	10%
	CHAPTER 10	
ex 10-01	Wheat and meslin (mixed wheat and rye) -	
	Wheat	Free
10-03	Barley	10%
ex 10-06	Rice -	
	Not broken	6s. per cwt.
	CHAPTER 11	
ex 11-01	Cereal flours -	
	Oat flour	5s. per cwt.
ex 11-02	Cereal groats and cereal meal; other worked cereal grains (for example rolled or flaked (with or without heat-treatment), polished, pearled or kibbled, but not further prepared), except husked, glazed or broken rice; edible germ of cereals -	
	Oat groats; oatmeal (including all cuts of oatmeal and feeding oatmeal or ground oats); rolled oats and flaked oats	5s. per cwt.

60602 O - 56(Part 2) - 61

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 11 (cont'd)	
ex 11-06	Flour and meal of sago and of manioc, arrowroot, salep and other roots and tubers falling within heading No. 07-06 -	
	(A) Of manioc	Free
	(B) Of sago	5%
11-07	Malt, unroasted or roasted, but not further processed	10%
ex 11-08	Starches -	
	(A) Manioc starch	Free
	(B) Maize starch:	
	(1) Of a value not exceeding 10s. per cwt.	10%
	(2) Of a value exceeding 10s. per cwt.	7½% or 1s. per cwt., whichever is the greater.
	(C) Sago starch	5%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 12	
ex 12-01	Oil seeds and oleaginous fruit, whole or broken -	
	(A) Soya beans	5%
	(B) Groundnuts	10%
	(C) Castor seed	7½%
	(D) Copra	10%
	(E) Sesamum seed	5%
ex 12-03	Seeds and fruit of a kind used for sowing -	
	Agricultural and horticultural seeds	10%
ex 12-07	Plants and parts (including seeds and fruit) of trees, bushes, shrubs or plants, being goods of a kind used primarily in perfumery, in pharmacy or for insecticidal, fungicidal and similar purposes, fresh or dried, whole, crushed, ground or powdered -	
	(A) Cinchona bark	Free
	(B) Pyrethrum flowers	Free
	(C) Timbo powder, being powder from various species of Lonchocarpus	10%
	(D) The following, dried but not further prepared:	
	(1) Cumaru seed	Free

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 12 (cont'd)	
ex 12-07 (cont'd)	(D) (cont'd)	
	(2) Liquorice root	Free
	(3) Quillaia bark	Free
ex 12-08	Locust beans, fresh or dried, whether or not kibbled or ground, but not further prepared; fruit kernels and other vegetable products of a kind used primarily for human food, not falling within any other heading -	
	Apricot stones	10%
	CHAPTER 13	
ex 13-02	Shellac, seed lac, stick lac and other lacs; natural gums, resins, gum-resins and balsams -	
	Dragon's blood	Free
ex 13-03	Vegetable saps and extracts; pectin; agar-agar and other natural mucilages and thickeners -	
	(A) Fruit pectin:	
	(1) Citrus, in powder form	10%
	(2) Other	25%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I (continued)

Division 1

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 14	
ex 14-01	Vegetable materials of a kind used primarily for plaiting (for example cereal straw, cleaned and bleached or dyed, osier, reeds, rattans, canes, raffia and lime bark) -	
	Rattan cane in the natural state, or not further prepared than split and bleached	7½%
ex 14-02	Vegetable materials of a kind used primarily as stuffing or as padding (for example kapok, vegetable hair and sea-wrack) -	
	(A) Kapok (being the seed hairs of the eriodendron anfractuosum or bombax pentandrum), raw, dried, but not further treated	7½%
	(B) Milkweed (asclepias syriaca and asclepias incarnata), not further processed after stripping and drying	7½%
ex 14-03	Vegetable materials of a kind used primarily in brushes or in brooms (for example sorgho, piassava, couch-grass and istle), whether or not in bundles or hanks -	
	(A) Bahia piassava (attalea funifera), not further dressed after scutching or decorticating	Free
	(B) Para piassava (leopoldinia piassaba), not further dressed after scutching or decorticating	Free

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I (continued)

Division 1

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 14 (cont'd)	
ex 14-03 (cont'd)	(C) Madagascar fibre (dictyosperma fibrosum), not further dressed after scutching or decorticating	Free
	CHAPTER 15	
ex 15-01	Lard, lard oil and rendered poultry fat -	
	Lard	Free
ex 15-03	Oleostearine; oleo-oil, not emulsified or mixed or prepared in any way -	
	Oleo-oil	10%
ex 15-04	Fats and oils derived from fish and marine animals, crude or refined, but not further prepared -	
	Fish and marine animal oil, crude, other than whale oil and cod liver oil	10%
ex 15-07	Fixed oils of vegetable origin, fluid or solid, crude, refined or purified -	
	(A) Babassu oil	10%
	(B) Castor oil	12½%
	(C) Coconut oil	15%
	(D) Cotton oil (cotton seed oil)	10%
	(E) Groundnut oil	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I (continued)

Division 1

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 15 (cont'd)	
ex 15-07 (cont'd)	(F) Linseed oil	15%
	(G) Oiticica oil, crude	Free
	(H) Palm oil, unrefined	10%
	(IJ) Tung oil (China wood oil), crude	Free
	(K) Karité butter (Shea butter)	10%
	(L) Olive oil	10%
	(M) Soya bean oil	15%
ex 15-10	Acid oils; fatty acids -	
	(A) Oleic acids, crude	10%
	(B) Stearic acids, crude	10%
ex 15-13	Margarine, imitation lard and other prepared edible fats -	
	Oleo margarine	10%
ex 15-15	Beeswax and other insect waxes -	
	Beeswax	10%
ex 15-16	Vegetable waxes -	
	(A) Carnauba wax	Free
	(B) Ouricury wax	Free

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I (continued)

Division 1

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 16	
ex 16-02	Other prepared or preserved meat or meat offal -	
	(A) Pigs' tongues, preserved in airtight containers	10%
	Note: The products provided for under the above sub-item shall be exempt from most-favoured-nation customs duties which exceed the preferential duties on such products	
	(B) Canned ground or chopped meat consisting wholly of pork (including ham and bacon)	10%
	Note: The products provided for under the above sub-item shall be exempt from ordinary most-favoured-nation customs duties which exceed the preferential duties on such products by more than 5% ad valorem	
	(C) Poultry liver	20%
	(D) Poultry and meat pastes of a value exceeding 10s. per lb.	20%
ex 16-03	Meat extracts, soups and broths -	
	Soups and broths, not including extracts or essences of meat, preserved in airtight containers	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 16 (cont'd)	
ex 16-04	Prepared or preserved fish, including caviar and caviar substitutes and fish soups -	
	(A) Canned pilchards (other than the canned fish commonly known as "sardines"):	
	(1) Of a value not exceeding £3. 15s. 0d. per cwt	7s. 6d. per cwt.
	(2) Of a value exceeding £3. 15s. 0d. per cwt.	10%
	(B) Canned salmon	5%
	(C) Soups, preserved in airtight containers	10%
ex 16-05	Crustaceans and molluscs, prepared or preserved, including soups -	
	(A) Oysters preserved in airtight containers	15%
	(B) Lobster preserved in airtight containers	10%
	(C) Prawns and shrimps preserved in airtight containers	10%
	(D) Soups preserved in airtight containers	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 17	
17-04	Sugar confectionery, not containing cocoa	10%
	CHAPTER 18	
18-06	Chocolate and chocolate goods	10%
	CHAPTER 19	
ex 19-04	Tapioca and sago; tapioca and sago substitutes obtained from potato starch -	
	(A) Tapioca	5%
	(B) Pearled sago	5%
ex 19-07	Bread, ships' biscuits and other ordinary bakers' wares, not containing sugar, honey, eggs, fats, cheese or fruit -	
	Biscuits	10%
ex 19-08	Pastry, biscuits, cakes and other fine bakers' wares, whether or not containing cocoa in any proportion -	
	Biscuits	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 20	
ex 20-01	Vegetables and fruit preserved by vinegar or acetic acid, with or without salt, spices or mustard, including pickles, mustard pickles and the like -	
	(A) The following, not in airtight containers:	
	(1) Gherkins	10%
	(2) Onions	10%
ex 20-02	Vegetables preserved otherwise than by vinegar or acetic acid -	
	(A) In airtight containers, the following:	
	(1) Asparagus	10%
	(2) Beans, but not including beans in pod	10%
	(3) Maize, including maize on cob (sweet corn)	10%
	(4) Peas	10%
	(5) Dill	10%
	(6) Other, except tomatoes	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 20 (cont'd)	
ex 20-03	Fruit preserved by freezing, containing added sugar -	
	(A) Grapefruit	Free
	(B) Orange pulp, except such pulp containing the peel	Free
ex 20-04	Fruit, fruit-peel, and parts of plants preserved by sugar (drained, glacé or crystallised) -	
	(A) Cherries	20%
	(B) Bananas	10%
	(C) Cashews	10%
	(D) Guavas	10%
	(E) Oranges	10%
	(F) Pineapples	10%
ex 20-06	Fruit, including crushed fruit, otherwise preserved, whether or not containing added sugar or spirit -	
	(A) Grapefruit	Free
	(B) Orange pulp, except such pulp containing the peel	Free
	(C) Fruit of the following descriptions, not containing added sugar:	
	(1) Fruit pulp	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 20 (cont'd)	
ex 20-06 (cont'd)	(C) (cont'd)	
	(2) Apples	3s. 6d. per cwt. or 25%, whichever is the less.
	(3) Strawberries, raspberries (including loganberries) and blackcurrants	15%
	(4) Redcurrants	15%
	(5) Gooseberries	15%
	(D) The following, in syrup:	
	(1) Apples	2s. 3d. per cwt.
	(2) Apricots	12½%
	(3) Bananas	15%
	(4) Cashews	15%
	(5) Guavas	15%
	(6) Loganberries	4s. per cwt.
	(7) Oranges	15%
	(8) Peaches	12½%
	(9) Pineapples	5s. per cwt.
	(10) Pears	12½%
	(11) Cherries, stoned	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 20 (cont'd)	
ex 20-06 (cont'd)	(E) Fruit Salad, Viz:- Mixtures of fruit (but not including mixed fruit pulp) containing not less than four separate descriptions of fruit, in which each of at least four descriptions constitute at least 8%, and no one description represents more than 50%, by weight, of all the fruit in the mixture (excluding syrup):	
	(1) Where not less than 80% by weight of all the fruit in the mixture (excluding syrup) consists of all or any of the following fruits, viz: Peaches Nectarines Pears Apricots Cherries	Free
	(2) Other	5s. 6d. per cwt.
ex 20-07	Fruit and vegetable juices, whether or not containing added sugar, but unfermented and not containing spirit -	
	(A) Grapefruit juice	Free
	(B) Orange juice	Free
	(C) Prune juice	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 20 (cont'd)	
ex 20-07 (cont'd)	(D) Pineapple juice	10%
	(E) Tomato juice, preserved in airtight containers	10%
	CHAPTER 21	
ex 21-05	Prepared vegetable soups and broths containing neither meat nor meat extracts or only traces thereof, plain, flavoured or seasoned -	
	Soups and broths, preserved in airtight containers	10%
ex 21-07	Food preparations not elsewhere specified or included -	
	Ice cream mix powder consisting of a mixture of milk solids, and added sweetening matter, with a stabilizer, and with or without added colouring or flavouring materials	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 22	
ex 22-05	Wine of fresh grapes, including grape must with added spirit -	
	(A) Wine exceeding 27 degrees and not exceeding 42 degrees proof spirit	
	Note: The products provided for under under the above item shall be exempt from ordinary most-favoured-nation customs duties which exceed the preferential duties on such products by more than 10s. per gallon.	
	(B) Sparkling wine	
	Note: The ordinary most-favoured-nation customs surcharge on sparkling wine or on wine rendered sparkling in bond shall not exceed 12s. 6d. per gallon and shall not exceed the preferential surcharge.	
	(C) Still wine in bottle	
	Note: The ordinary most-favoured-nation customs surcharge on still wine in bottle shall not exceed 2s. 6d. per gallon and shall not exceed the preferential surcharge by more than 1s. per gallon.	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 22 (cont'd)	
ex 22-06	Vermouths and other wines flavoured with aromatic extracts -	
	(A) Wine exceeding 27 degrees and not exceeding 42 degrees proof spirit	
	Note: The products provided for under the above item shall be exempt from ordinary most-favoured-nation customs duties which exceed the preferential duties on such products by more than 10s. per gallon.	
	(B) Still wine in bottle	
	Note: The ordinary most-favoured-nation customs surcharge on still wine in bottle shall not exceed 2s. 6d. per gallon and shall not exceed the preferential surcharge by more than 1s. per gallon.	
22-10	Vinegar	33⅓%
	CHAPTER 23	
ex 23-04	Oil-cake and other residues (except dregs) resulting from the extraction of vegetable oils -	
	Soya bean cake and soya bean meal	15%

60602 O - 56(Part 2) - 62

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 24	
ex 24-01	Unmanufactured tobacco; tobacco refuse -	
	Note: (1) If at any future time the rate of ordinary most-favoured-nation customs duty chargeable upon tobacco, unmanufactured, unstripped, containing 10 lb. or more of moisture in every 100 lb. weight thereof, does not exceed £2. 5s. 2d. per lb., such tobacco shall thereafter be exempt from ordinary most-favoured-nation customs duties which exceed the preferential duties thereon by more than 1s. 3d. per lb.	
	(2) If at any future time the said most-favoured-nation rate chargeable on such tobacco does not exceed £1. 15s. 6d. per lb., such tobacco shall thereafter be exempt from ordinary most-favoured-nation customs duties which exceed the preferential duties thereon by more than 1s. per lb.	
	CHAPTER 25	
25-03	Unrefined sulphur	Free
ex 25-14	Slate, including slate in roughly squared or sawn blocks, slabs or sheets -	
	Not less than $\frac{3}{4}$ inch in thickness	5%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 25 (cont'd)	
ex 25-30	Borates, natural, unrefined -	
	Boron minerals, crude, and concentrates of boracite and rasorite	Free
	CHAPTER 26	
ex 26-01	Metallic ores and concentrates and roasted iron pyrites -	
	Tungsten ores, columbium ores and tantalum ores	Free
	CHAPTER 27	
27-12	Petroleum jelly	10%
ex 27-13	Paraffin wax, petroleum wax, ozokerite, lignite wax, peat wax and other mineral wax -	
	Paraffin wax	10%
	CHAPTER 28	
ex 28-01	Halogens (fluorine, chlorine, bromine and iodine) -	
	Iodine, other than R Grade	Free
ex 28-02	Sulphur, refined, purified or precipitated; colloidal sulphur -	
	Sulphur, excluding precipitated sulphur which satisfies the requirements of the British Pharmacopoeia	Free

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 28 (cont'd)	
ex 28-03	Carbon, pure (for example carbon black, anthracene black, acetylene black) -	
	Carbon black from natural gas	10%
ex 28-04	Hydrogen, rare gases and other metalloids and non-metals -	
	Selenium in the form of powder, sticks and cakes	10%
ex 28-12	Boric oxide and boric acid -	
	Boric acid (refined)	20%
ex 28-19	Zinc oxide and zinc peroxide -	
	Zinc oxide, other than R Grade	20%
ex 28-38	Sulphates (including alums) and persulphates -	
	Potassium sulphate, other than R Grade	Free
ex 28-39	Nitrites and nitrates -	
	(A) Potassium nitrate (other than synthetic)	Free
	(B) Sodium nitrate (other than synthetic)	Free
ex 28-46	Borates and perborates -	
	Borax (refined), other than R Grade sodium tetraborate	20%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 28 (cont'd)	
ex 28-47	Salts of metallic acids (for example chromates, permanganates, stannates) -	
	(A) Potassium permanganate	33⅓%
	(B) Sodium chromate	10%
	CHAPTER 29	
	Synthetic organic dyestuffs (including pigment dyestuffs), whether soluble or insoluble; compounds, preparations and articles manufactured from any such dyestuffs, except any such compounds, preparations and articles as are not suitable for use in dyeing; and organic intermediate products used in the manufacture of any such dyestuffs	33⅓%
ex 29-05	Cyclic alcohols and their halogenated, sulphonated or nitrated derivatives -	
	(A) Menthol, natural, R Grade	15%
	(B) Menthol, natural, other than R Grade	5%
ex 29-14	Monoacids and their anhydrides, acid halides and acid peroxides; halogenated, sulphonated or nitrated derivatives of monoacids -	
	(A) Oleic acid, other than R Grade	10%
	(B) Stearic acid, other than R Grade	10%
	(C) Acetic acid, other than glacial or synthetic	33⅓%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 29 (cont'd)	
ex 29-16	Alcohol acids, aldehyde-acids and ketone-acids, phenol-acids and other complex oxygen-function acids, their anhydrides, acid halides and acid peroxides; their halogenated, sulphonated or nitrated derivatives -	
	(A) Tartaric acid and cream of tartar	10%
	(B) Citric acid	10%
	(C) Lactic acid	33⅓%
ex 29-40	Alkaloids, their salts, ethers, esters and other derivatives -	
	(A) Caffeine and salts thereof	25%
	(B) Emetine and salts thereof	20%
	(C) Sulphate of quinine of vegetable origin	10%
	(D) Theobromine and salts thereof	25%
	CHAPTER 31	
ex 31-02	Mineral or chemical fertilisers, nitrogenous -	
	Sodium nitrate (other than synthetic)	Free

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 31 (cont'd)	
ex 31-04	Mineral or chemical fertilisers, potassic-	
	(A) Potassium sulphate	Free
	(B) Potassium chloride, other than R Grade	Free
	(C) Potassium nitrate (other than synthetic)	Free
	CHAPTER 32	
	Synthetic organic dyestuffs (including pigment dyestuffs), whether soluble or insoluble; compounds, preparations and articles manufactured from any such dyestuffs, except any such compounds, preparations and articles as are not suitable for use in dyeing; and organic intermediate products used in the manufacture of any such dyestuffs	33⅓%
ex 32-01	Tanning extracts of vegetable origin -	
	Gambier (catechu pallidum)	Free
ex 32-07	Other colouring matter, not being prepared colours falling within any of the following headings in this chapter -	
	Lithopone (dry) containing not less than 25% by weight of zinc sulphide	£3 5s. per ton or 20%, whichever is the greater

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No	Description of Products	Rate of Duty
	CHAPTER 32 (cont'd)	
ex 32-09	Prepared painters' colours, paints, enamels, lacquers and varnishes (including colours ground in oil or water or mixed with extenders, but not containing driers); prepared dyes -	
	Varnishes not containing pigments	15%
ex 32-13	Writing ink, printing ink and other inks -	
	(A) Drawing ink	15%
	(B) Printing ink	12½%
	CHAPTER 33	
ex 33-01	Essential or volatile vegetable oils, liquid or concrete, terpeneless or not; resinoids -	
	(A) Essential oils, natural but not terpeneless, the following:	
	(1) Geranium	Free
	(2) Rosewood (Bois de Rose)	Free
	(3) Ylang-ylang	10%
	(4) Orange	10%
	(5) Vetivert (cus-cus)	10%
	(6) Aniseed	Free
	(7) Clove	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 33 (cont'd)	
ex 33-01 (cont'd)	(B) Citronella oil	10%
	(C) Palmarosa oil	10%
	(D) Copaiba oil	Free
		Imported in Cask — The liquid gallon — £ s. d. / Imported in Bottle — The liquid gallon — £ s. d.
ex 33-06	Perfumery, cosmetics and toilet preparations -	
	(A) Perfumed Spirits:	
	(1) If warehoused 3 years or more	9 12 0 / 9 13 0 ≠
	(2) If warehoused 2 and less than 3 years	9 13 7 / 9 14 7 ≠
	(3) If not warehoused, or warehoused less than 2 years	9 14 5 / 9 15 5 ≠
	≠Paragraph 2 at the head of this Schedule shall not apply to this item.	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 33 (cont'd)	
ex 33-06 (cont'd)	(B) Bath salts	25%
	(C) Dental plate fixative powder	10%
	(D) Toilet preparations of the following descriptions (excluding bath salts and essences and prepared fullers earth):	
	(1) Tooth paste or powder and liquid preparations for dental purposes and mouth washes	20%
	(2) Toilet paste or powder	20%
	(3) Toilet cream	20%
	(4) Lipstick, rouge and greasepaint	20%
	(5) Hair dyes	20%
	(6) Preparations for use in manicure or chiropody	20%
	(7) Other preparations for use on the hair, face or body	20%
	Note: The products provided for under the above sub-item shall be exempt from ordinary most-favoured-nation customs duties which exceed the preferential duties on such products by more than 15% ad valorem.	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 34	
ex 34-01	Soap, including medicated soap -	
	(A) Soft soap	15%
	(B) Hard soap (other than abrasive soap and toilet soap)	10%
	(C) Toilet soap	25%
	CHAPTER 35	
35-03	Gelatine	20%
ex 35-06	Glues, pastes and similar adhesives of all kinds -	
	(A) Glue and size derived from animal or fish	20%
	(B) Paste and mucilage, in small containers, being articles of stationery	15%
	CHAPTER 37	
37-01	Plates, sensitised, unexposed, of glass or other materials (including film in the flat)	25%
ex 37-02	Roll-film, sensitised, unexposed, perforated or not -	
	Roll-film, other than cinematograph film	25%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 37 (cont'd)	
ex 37-03	Sensitised paper, paperboard and cloth, unexposed or exposed but not developed -	
	Sensitised paper, paperboard and cloth, unexposed	25%
	CHAPTER 38	
ex 38-08	Colophony and rosin pitch -	
	Colophony	Free
	CHAPTER 39	
ex 39-03	Regenerated cellulose; cellulose nitrate, acetate and other cellulose esters, cellulose ethers and other cellulose derivatives, plasticised or not (for example vulcanised fibre, collodion, celluloid, varnish bases (dry or pasty extracts)) -	
	(A) Vulcanised fibre in reels, coils, sheets, strips, rods or tubes, not further manufactured	15%
	(B) Cellulose nitrate film base, and celluloid scrap and waste	10%
	(C) Cellulose nitrate in rolls, other than cinematograph film base	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 39 (cont'd)	
ex 39-07	Articles of artificial plastic materials of the kinds described in headings 39-01 to 39-06 -	
	(A) Denture bowls	25%
	(B) Powder bowls and boxes	20%
	(C) Beads and bead trimming	15%
	CHAPTER 40	
ex 40-01	Natural rubber, balata, gutta-percha and similar natural gums, raw, including ammoniacal latex -	
	Rubber, raw, including crepe and rubber latex	Free
ex 40-05	Plates, sheets and strips of unvulcanised rubber -	
	Wholly of natural or synthetic rubber	10%
ex 40-08	Plates and sheets (not cut, or cut into rectangles), strips and profile shapes of unhardened vulcanised rubber -	
	(A) Plates, sheets and strips wholly of natural or synthetic rubber	10%
	(B) Floor matting with a textile backing of cotton, hemp of all kinds, flax or jute, not made up	17½%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 40 (cont'd)	
40-09	Piping and tubing of unhardened vulcanised rubber	10%
ex 40-10	Transmission and conveyor belts of vulcanised rubber -	
	(A) Belts:	
	(1) Of a value not less than £12. 10s. per cwt. but not exceeding £18. 15s. per cwt.	£1. 17s. 6d. per cwt.
	(2) Of a value exceeding £18. 15s. per cwt.	10%
ex 40-14	Other articles of unhardened vulcanised rubber -	
	(A) Articles of stationery, the following:	
	(1) Rubber bands	15%
	(2) Rubber erasers of a value exceeding 2s. 6d. per lb.	15%
	(B) Floor mats and matting with a textile backing of cotton, hemp of all kinds, flax or jute, made up	1s. 6d. per sq. yd. exclusive of fringes, or 20%, whichever is the greater

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 41	
ex 41-01	Raw hides and skins (fresh, salted, dried, pickled or limed), whether or not split, including sheepskins in the wool -	
	(A) Sheep and lambskins, not split	Free
	(B) Goatskins, not split	10%
ex 41-02	Bovine cattle hide leather (including buffalo leather) and equine leather, except leather falling within heading No. 41-06, 41-07 or 41-08 -	
	(A) Leather, dressed:	
	(1) Box and willow calf, box and willow sides and other chrome tanned leather imported in skins or pieces weighing less than 4 lbs. each	20%
	(2) Other sorts	15%
ex 41-03	Sheep and lamb skin leather, except leather falling within heading No. 41-06, 41-07 or 41-08 -	
	Leather, dressed	15%
ex 41-04	Goat and kid skin leather, except leather falling within heading No. 41-06, 41-07 or 41-08 -	
	(A) Glacé kid being chrome tanned goatskin of smooth, polished finish, not shaped	10%
	(B) Other dressed goat and kid skin leather	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 41 (cont'd)	
ex 41-05	Other kinds of leather, except leather falling within heading No 41-06 41 0 or 41-08	
	(A) Snake, lizard, crocodile and alligator skins neither dressed nor shaped	10%
	(B) Dressed hide leather imported in skins or pieces weighing less than 4 lb each	20%
	(C) Other dressed leather	15%
41-06	Chamois-dressed leather	15%
41-07	Parchment-dressed leather	15%
ex 41-08	Patent leather and metallised leather •	
	(A) Patent leather, not shaped	7½%
	(B) Metallised leather:	
	(1) Chrome tanned calf, kip and hide leather imported in skins or pieces weighing less than 4 lb each	20%
	(2) Other	15%
ex 41-09	Parings and waste of leather -	
	Waste of chrome tanned calf, kip and hide leather, imported in skins or pieces weighing less than 4 lb. each, being leather of a kind not used in the uppers of boots and shoes	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No	Description of Products	Rate of Duty
	CHAPTER 42	
ex 42-02	Travel goods (for example trunks, suit-cases, hat-boxes, travelling bags, haversacks, knapsacks, rucksacks, kitbags), handbags, wallets, purses, satchels, brief-cases, collar boxes, dressing cases, pouches, toilet bags, tool cases and similar containers of leather or of composition leather, of vulcanised fibre, of synthetic plastic material, of paperboard, or of textile fabric -	
	(A) Women's handbags and pochettes of leather or of material resembling leather:	
	(1) Without key locks, and of which neither the length nor the width, exclusive of the handle, exceeds 12 inches	17½% or 1s. 6d. each, whichever is the greater
	(2) Other kinds	22½% or 2s. 3d. each, whichever is the greater
	(B) Other containers of leather or of material resembling leather	22½%
ex 42-03	Articles of apparel and clothing accessories of leather or of composition leather -	
	Gloves of leather and leather shaped for making into gloves (other than leather shaped for trimming or binding)	30%

60602 O - 56(Part 2) - 63

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 42 (cont'd)	
ex 42-04	Articles of leather or of composition leather of a kind used in machinery or mechanical appliances or for industrial purposes -	
	(A) Machinery belting (including conveyor and elevator bands) of leather over $\frac{1}{6}$ inch thick and not more than 24 inches wide:	
	(1) Of a value not less than £30 per cwt. but not exceeding £45 per cwt.	£4. 10s. per cwt.
	(2) Of a value exceeding £45 per cwt.	10%
	CHAPTER 43	
ex 43-01	Raw furskins -	
	(A) Muskrat (Ondatra)	Free
	(B) Fox:	
	(1) Silver (Vulpes)	Free
	(2) Cross (Vulpes)	Free
	(3) Red (Vulpes)	Free
	(4) Grey (Urocyon)	Free
	(5) Arctic (Alopex)	Free
	(C) Raccoon (Procyon)	Free
	(D) Skunk (Mephitis)	Free

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 43 (cont'd)	
ex 43-01 (cont'd)	(E) Civet cat (Spilogale)	Free
	(F) Opossum (Didelphis)	Free
	(G) Mink (Mustela)	Free
	(H) Otter (Lutra)	Free
	(IJ) Sea Otter (Enhydra)	Free
43-02	Dressed furskins, including furskins assembled in plates, crosses and similar forms; dressed heads, paws, tails and the like (not being fabricated) -	
	(A) Dressed furskins, not including assembled furskins; dressed heads, paws, tails and the like	15%
	(B) Furskins assembled in plates, crosses and similar forms	25%
	CHAPTER 44	
	Note: Throughout this Chapter "standard" means the standard of 165 cubic feet.	
ex 44-03	Roundwood in the rough, whether or not stripped of its bark or roughed down by means of axe or adze -	
	(A) Persimmon, hickory and cornel	Free
	(B) Gaboon mahogany (okoumé) in the natural state, not hewn or sawn except cross-cut at the ends, and not less than 10 feet in length and 2 feet in diameter	Free

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-03 (cont'd)	(C) Hardwood	10%
	(D) Wood of coniferous species:	
	(1) 11 inches or more in width throughout its length	8s. per standard
	(2) Other:	
	(a) Of a value of £18 or more per standard	8s. per standard
	(b) Of a value of £16. 12s. or more, but less than £18 per standard	10%, less 1% for each 4s. by which the value exceeds £16. 8s. per standard
	PROVIDED that if the Government of the United States of America notifies the Government of the United Kingdom that the tax imposed on the importation of lumber into the United States of America under Section 601(c)(6) of the Revenue Act of 1932, as amended, has been removed; then, for so long as imports into the United States of America of lumber and timber described in Paragraph 401 of the Tariff Act of 1930 and originating in Canada are exempt from ordinary customs duties and charges in excess of 50 cents per thousand board feet, imports into the United Kingdom of wood and timber of coniferous species originating in the United States of America shall be accorded customs treatment as follows, instead of that provided for above:-	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-03 (cont'd)	(E) Wood of coniferous species:	
	(1) 9 inches or more in width throughout its length and 15 feet or more in length	Free
	(2) Other:	
	(a) Of a value of £18 or more per standard	Free
	(b) Of a value of £16. 4s. or more, but less than £18, per standard	10%, less 1% for each 4s. by which the value exceeds £16 per standard
	PROVIDED further that, whenever for a period of any four consecutive months the average value of the imports into the United Kingdom from all countries of sawn softwoods (exclusive of planed or dressed softwoods), as now shown in the monthly Trade Returns of the United Kingdom under that heading, either exceeds £14 per standard or is less than £10 per standard; then, after consultation with the Government of the United States of America, each of the value limitations set forth in this item may be increased in the one case by £1 per standard for each complete pound sterling by which such average value exceeds £13 per standard, or may be decreased in the other case by £1 per standard for each complete pound sterling by which such average value is less than £11 per standard; but the value limitations set forth in this item shall be restored as soon as possible after the conditions which gave rise to these modifications no longer exist.	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-04	Wood, roughly squared or half squared, but not further manufactured	
	(A) Persimmon, hickory and cornel	Free
	(B) Hardwood	10%
	(C) Wood of coniferous species:	
	(1) 11 inches or more in width throughout its length	8s. per standard
	(2) Other:	
	(a) Of a value of £18 or more per standard	8s. per standard
	(b) Of a value of £16, 12s. or more, but less than £18, per standard	10%, less 1% for each 4s. by which the value exceeds £16. 8s. per standard
	PROVIDED that if the Government of the United States of America notifies the Government of the United Kingdom that the tax imposed on the importation of lumber into the United States of America under Section 601(c)(6) of the Revenue Act of 1932, as amended, has been removed; then, for so long as imports into the United States of America of lumber and timber described in Paragraph 401 of the Tariff Act of 1930 and originating in Canada are exempt from ordinary customs duties and charges in excess of 50 cents per thousand board feet, imports into the United Kingdom of wood and timber of coniferous species originating in the United States of America shall be accorded customs treatment as follows, instead of that provided for above:-	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-04 (cont'd)	(D) Wood of coniferous species:	
	(1) 9 inches or more in width throughout its length and 15 feet or more in length	Free
	(2) Other:	
	(a) Of a value of £18 or more per standard	Free
	(b) Of a value of £16. 4s. or more, but less than £18, per standard	10%, less 1% for each 4s. by which the value exceeds £16 per standard
	PROVIDED further that, whenever for a period of any four consecutive months the average value of the imports into the United Kingdom from all countries of sawn softwoods (exclusive of planed or dressed softwoods), as now shown in the monthly Trade Returns of the United Kingdom under that heading, either exceeds £14 per standard or is less than £10 per standard; then, after consultation with the Government of the United States of America each of the value limitations set forth in this item may be increased in the one case by £1 per standard for each complete pound sterling by which such average value exceeds £13 per standard, or may be decreased in the other case by £1 per standard for each complete pound sterling by which such average value is less than £11 per standard; but the value limitations set forth in this item shall be restored as soon as possible after the conditions which gave rise to these modifications no longer exist.	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-05	Wood sawn or cut lengthwise but not further prepared, of a thickness exceeding five millimetres -	
	(A) Persimmon, hickory and cornel	Free
	(B) Wood of coniferous species (other than boxboards and sleeper blocks):	
	(1) 11 inches or more in width throughout its length	8s. per standard
	(2) Other:	
	(a) Of a value of £18 or more per standard	8s. per standard
	(b) Of a value of £16. 12s. or more, but less than £18, per standard	10%, less 1% for each 4s. by which the value exceeds £16. 8s. per standard
	PROVIDED that if the Government of the United States of America notifies the Government of the United Kingdom that the tax imposed on the importation of lumber into the United States of America under Section 601(c)(6) of the Revenue Act of 1932, as amended, has been removed; then, for so long as imports into the United States of America of lumber and timber described in Paragraph 401 of the Tariff Act of 1930 and originating in Canada are exempt from ordinary customs duties and charges in excess of 50 cents per thousand board feet, imports into the United Kingdom of wood and timber of coniferous species originating in the United States of America shall be accorded customs treatment as follows, instead of that provided for above:-	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-05 (cont'd)	(C) Wood of coniferous species (other than boxboards and sleeper blocks) :	
	(1) 9 inches or more in width throughout its length and 15 feet or more in length	Free
	(2) Other :	
	(a) Of a value of £18 or more per standard	Free
	(b) Of a value of £16 4s. or more, but less than £18, per standard	10%, less 1% for each 4s. by which the value exceeds £16 per standard
	PROVIDED further that, whenever for a period of any four consecutive months the average value of the imports into the United Kingdom from all countries of sawn softwoods (exclusive of planed or dressed softwoods), as now shown in the monthly Trade Returns of the United Kingdom under that heading, either exceeds £14 per standard or is less than £10 per standard; then, after consultation with the Government of the United States of America, each of the value limitations set forth in this item may be increased in the one case by £1 per standard for each complete pound sterling by which such average value exceeds £13 per standard, or may be decreased in the other case by £1 per standard for each complete pound sterling by which such average value is less than £11 per standard; but the value limitations set forth in this item shall be restored as soon as possible after the conditions which gave rise to these modifications no longer exist.	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-05 (cont'd)	(D) Pencil slats	10%
	(E) Hardwood	10%
44-08	Wooden staves for barrels, tuns, casks, vats, etc., not further prepared than sawn on one or both surfaces	10%
ex 44-09	Hoopwood; split poles; piles, pickets and stakes of wood, pointed but not sawn lengthwise; chips and chipwood -	
	Hoopwood in the form of strips of rough wood whether straight or coiled, but not including strips notched or otherwise jointed at the ends	10%
ex 44-13	Wood (including blocks, strips and friezes for parquet, not assembled), planed, tongued, grooved, rebated, chamfered, V-jointed, centre V-jointed, beaded or centre-beaded and the like, but not further manufactured -	
	Hardwood flooring blocks, strips and friezes	17½%
ex 44-15	Plywood (including blockboard, laminboard and battenboard) and veneered wood, whether or not containing any material other than wood -	
	Plywood faced with softwood	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-22	Casks, barrels, vats, tubs, buckets and other coopers' products and parts thereof, of wood, other than staves falling within heading No. 44-08 -	
	(A) Sections of cask heads not dowel-holed or pegged, and cask heads consisting of a single circular sheet of wood	10%
	(B) Staves, bungs, shives and cask hoops	20%
	(C) Hoopwood in strips, notched or otherwise jointed at the ends	20%
ex 44-23	Builders' carpentry and joinery (including prefabricated and sectional buildings and assembled parquet flooring panels) -	
	Assembled hardwood parquet flooring panels	17½%
ex 44-25	Wooden tools, tool bodies, tool handles, brush bodies and handles, boot and shoe lasts and trees -	
	(A) Fork, shovel and spade handles of the box or "D" type, whether rivetted or not	Free
	(B) Other tool handles	15%
	(C) Last blocks roughly shaped by sawing or turning, but not further manufactured	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-27	Table lamps, wall lamp brackets and other lighting fittings, of wood; wall coat racks and other wall furniture, of wood; caskets, jewel cases, cigarette boxes, trays, fruit bowls and other fancy articles, of wood, commonly used for domestic purposes; articles of wood for personal adornment -	
	Beads and bead trimming	15%
	CHAPTER 46	
ex 46-01	Plaits and similar products made from plaiting materials, for all uses, whether or not assembled into strips -	
	Braids, plaited, not exceeding 1 inch in width, wholly of flattened natural straw which has not been subjected to any process or treatment other than bleaching	10%
ex 46-02	Plaiting materials woven or bound together in sheet form, including straw mats and matting; straw envelopes for bottles -	
	Mats and matting of rush, reed, straw or grass	5%
ex 46-03	Articles of basketwork or wickerwork made directly to shape from plaiting materials; articles made up from goods falling within heading No. 46-01 or 46-02 -	
	Baskets of willow, cane or wicker	30%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 48	
	Note: Throughout this Chapter "standard ream" means a ream of 480 sheets of double crown measuring 30 inches by 20 inches when fully extended	
ex 48-01	Paper and paperboard (including cellulose wadding), machine made, in rolls or sheets -	
	Unlined strawboard of a weight equivalent to more than 90 lb. to the standard ream	15%
ex 48-07	Coated (including surface-coloured or design-printed) or impregnated paper or paperboard, in rolls or sheets; presspan and the like, in rolls or sheets -	
	Unlined strawboard of a weight equivalent to more than 90 lb. to the standard ream	15%
ex 48-10	Cigarette papers, cut to size for cigarettes, whether or not in the form of booklets or tubes -	
	In the form of booklets	16 2/3%
ex 48-12	Floor coverings with a backing of paper or of paperboard, whether or not cut to size, with or without linoleum compound -	
	Felt base floor covering	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No	Description of Products	Rate of Duty
	CHAPTER 48 (cont'd)	
ex 48-21	Other articles of paper pulp, paper, paperboard or cellulose wadding -	
	(A) Paper dress patterns including the paper envelopes in which they are enclosed	10%
	(B) Face and hand towels, made wholly of paper of a weight equivalent to not less than 10 lb. to the standard ream	10%
	(C) Serviettes and handkerchiefs, not printed, of a superficial area not exceeding 400 square inches, made wholly of paper of a weight equivalent to not less than 7 lb. to the standard ream	10%
	CHAPTER 50	
50-01	Silk-worm cocoons suitable for reeling	≠6d. per lb.
50-02	Raw silk (not thrown) -	
	(A) Undischarged	≠1s. 6d. per lb.
	(B) Wholly or in part discharged	≠2s. 2d. per lb.

≠ Paragraph 2 at the head of this Schedule shall not apply to this item

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 50 (cont'd)	
50-03	Silk waste (including cocoons unsuitable for reeling, silk noils and pulled or garnetted rags) -	
	(A) Undischarged and noils	6d. per lb.
	(B) Other	✓1s. 6d. per lb.
	Note: The above rates under heading 50-03 are without prejudice to any other duties which may be chargeable on waste not wholly of silk	
50-04	Silk yarn, other than yarn of waste or noil silk, not put up for retail sale	
	(A) Yarn containing undischarged silk, but no other silk	✓22½% of the value of the yarn, plus 2s. 2d. per lb. of silk, plus 9d. per lb. of any synthetic or artificial textiles
	(B) Yarn containing discharged or partly discharged silk	✓22½% of the value of the yarn, plus 2s. 9d. per lb. of silk, plus 9d. per lb. of any synthetic or artificial textiles
	✓ Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 50 (cont'd)	
50-05	Yarn spun from silk waste other than noil, not put up for retail sale -	
	(A) Yarn containing undischarged silk, but no other silk	✗22½% of the value of the yarn, plus 2s. 2d. per lb. of silk, plus 9d. per lb. of any synthetic or artificial textiles
	(B) Yarn containing discharged or partly discharged silk	✗22½% of the value of the yarn, plus 2s. 9d. per lb. of silk, plus 9d. per lb. of any synthetic or artificial textiles
ex 50-06	Yarn spun from noil silk, not put up for retail sale -	
	Yarn containing no silk other than noil silk	✗22½% of the value of the yarn, plus 9d. per lb. of noil silk, plus 9d. per lb. of any synthetic or artificial textiles
	✗ Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 50 (cont'd)	
50-07	Silk yarn and yarn spun from waste or noil silk, put up for retail sale -	
	(A) Yarn containing undischarged silk, but no other silk	✓22½% of the value of the yarn, plus 2s. 2d. per lb. of silk, plus 9d. per lb. of any synthetic or artificial textiles
	(B) Yarn containing discharged or partly discharged silk;	
	(1) Yarn containing no silk other than noil silk	✓22½% of the value of the yarn, plus 9d. per lb. of noil silk, plus 9d. per lb. of any synthetic or artificial textiles
	(2) Other yarn	✓22½% of the value of the yarn, plus 2s. 9d. per lb. of silk, plus 9d. per lb. of any synthetic or artificial textiles
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 50 (cont'd)	
50-09	Woven fabrics of silk or of waste silk other than noil -	
	(A) Eastern fabrics of the varieties known as Shantung, Ninghai, Nanshan, Honan, Antung and Habutai:	
	(1) Not dyed or printed	✓22½% of the value of the fabric, plus 2s. 9d. per lb.
	(2) Dyed or printed	✓1s. per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 3s. 6d. per lb.
	(B) Other fabrics containing more than 10% by weight of silk:	
	(1) Fabrics exceeding 30 centimetres in width and containing more than 75% by weight of silk, wholly or partly discharged (other than noil), or such silk and synthetic or artificial textiles	✓1s. per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 3s. 6d. per lb. of silk (other than noil), plus 11d. per lb. of any synthetic or artificial textiles, plus 10d. per lb. of any noil silk
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 50 (cont'd)	
50-09 (cont'd)	(B) (cont'd)	
	(2) Fabrics exceeding 30 centimetres in width and containing more than 75% by weight of synthetic or artificial textiles:	
	(a) Containing undischarged silk, but no noil silk or other wholly or partly discharged silk	✗8d. per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 2s. 3d. per lb. of silk, plus 11d. per lb. of synthetic or artificial textiles
	(b) Containing noil silk, but no other wholly or partly discharged silk	✗8d. per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 11d. per lb. of synthetic or artificial textiles, plus 10d. per lb. of noil silk, plus 3s. 6d. per lb. of any other silk
	✗ Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 50 (cont'd)	
50-09 (cont'd)	(B) (cont'd)	
	(3) Other fabrics :	
	(a) Containing undischarged silk, but no other silk	22½% of the value of the fabric, plus 2s. 3d. per lb. of silk, plus 11d. per lb. of any synthetic or artificial textiles
	(b) Containing discharged or partly discharged silk (including noil silk)	22½% of the value of the fabric, plus 10d. per lb. of any noil silk, plus 3s. 6d. per lb. of other silk, plus 11d. per lb. of any synthetic or artificial textiles
50-10	Woven fabrics of noil silk -	
	(A) Fabrics exceeding 30 centimetres in width and containing more than 75% by weight of silk, wholly or partly discharged (other than noil), or such silk and synthetic or artificial textiles	1s. per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 3s. 6d. per lb. of silk (other than noil), plus 11d. per lb. of any synthetic or artificial textiles, plus 10d. per lb. of any noil silk
	Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 50 (cont'd)	
50-10 (cont'd)	(B) Fabrics exceeding 30 centimetres in width and containing more than 75% by weight of synthetic or artificial textiles but no wholly or partly discharged silk (other than noil)	†8d. per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 11d. per lb. of synthetic or artificial textiles, plus 10d. per lb. of noil silk, plus 3s. 6d. per lb. of any other silk
	(C) Other fabrics	†22½% of the value of the fabric, plus 10d. per lb. of noil silk, plus 3s. 6d. per lb. of any other silk, plus 11d. per lb. of any synthetic or artificial textiles
	CHAPTER 51	
51-01	Yarn of continuous synthetic or artificial textiles, not put up for retail sale -	
	(A) Not containing silk	†22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles
	†Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 51 (cont'd)	
51-01 (cont'd)	(B) Containing undischarged silk, but no other silk	✓22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles, plus 2s. 2d. per lb. of silk
	(C) Containing discharged or partly discharged silk	✓22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles, plus 2s. 9d. per lb. of silk
51-03	Yarn of continuous synthetic or artificial textiles, put up for retail sale ✓	
	(A) Not containing silk	✓22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles
	(B) Containing undischarged silk, but no other silk	✓22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles, plus 2s. 2d. per lb. of silk
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 51 (cont'd)	
51-03 (cont'd)	(C) Containing discharged or partly discharged silk	✓22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles, plus 2s. 9d. per lb. of silk
51-04	Woven fabrics of continuous synthetic or artificial textiles -	
	(A) Fabrics exceeding 30 centimetres in width and containing more than 75% by weight of synthetic or artificial textiles, but not including fabrics containing silk wholly or partly discharged other than noil silk:	
	(1) Containing no silk	✓8d. per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 11d. per lb. of synthetic or artificial textiles
	(2) Containing undischarged silk, but no noil silk	✓8d. per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 11d. per lb. of synthetic or artificial textiles, plus 2s. 3d. per lb. of silk
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 51 (cont'd)	
51-04 (cont'd)	(A) (cont'd)	
	(3) Containing noil silk	✓8d. per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 11d. per lb. of synthetic or artificial textiles, plus 10d. per lb. of noil silk, plus 3s. 6d. per lb. of any other silk
	(B) Fabrics exceeding 30 centimetres in width and containing more than 75% by weight of synthetic or artificial textiles and silk wholly or partly discharged other than noil silk	✓1s. per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 11d. per lb. of synthetic or artificial textiles, plus 10d. per lb. of noil silk, plus 3s. 6d. per lb. of any other silk
	(C) Other fabrics:	
	(1) Containing no silk	✓22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 51 (cont'd)	
51-04 (cont'd)	(C) (cont'd)	
	(2) Containing undischarged silk but no other silk	✓22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 2s. 3d. per lb. of silk
	(3) Containing discharged or partly discharged silk (including noil silk)	✓22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 10d. per lb. of any noil silk, plus 3s. 6d. per lb. of other silk
	CHAPTER 53	
ex 53-02	Other animal hair (fine or coarse), not carded or combed -	
	(A) Hair of pigs, hogs and boars, dressed and/or dyed, but not further processed or manufactured	10%
	(B) Hatters' fur	10%
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 53 (cont'd)	
ex 53-03	Waste of sheep's or lambs' wool and of other animal hair (fine or coarse), not pulled or garnetted -	
	Wool noils	Free
cx 53-06	Yarn of carded sheep's or lambs' wool (woollen yarn), not put up for retail sale -	
	(A) Yarn wholly of sheep's or lambs' wool or wholly of a mixture of sheep's or lambs' wool with one or more of the textiles cotton, flax, hemp, alpaca, mohair, cashmere, llama, vicuna or camels' hair	7½%
	(B) Yarn containing silk, synthetic or artificial textiles or silk and synthetic or artificial textiles:	
	(1) Not containing silk	✓22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles
	(2) Containing undischarged silk, but no other silk	✓22½% of the value of the yarn, plus 9d. per lb. of any synthetic or artificial textiles, plus 2s. 2d. per lb. of silk
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 53 (cont'd)	
ex 53-06 (cont'd)	(B) (cont'd)	
	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil silk	⁄22½% of the value of the yarn, plus 9d. per lb. of noil silk, plus 9d. per lb. of any synthetic or artificial textiles
	(b) Other	⁄22½% of the value of the yarn, plus 2s. 9d. per lb. of silk, plus 9d. per lb. of any synthetic or artificial textiles
	Note: The Government of the United Kingdom shall be free to impose on yarns containing flax a duty higher than that provided for in respect of the above items if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation.	
	⁄Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 53 (cont'd)	
ex 53-07	Yarn of combed sheep's or lambs' wool (worsted yarn), not put up for retail sale -	
	(A) Yarn wholly of sheep's or lambs' wool or wholly of a mixture of sheep's or lambs' wool with one or more of the textiles cotton, flax, hemp, alpaca, mohair, cashmere, llama, vicuna or camels' hair	7½%
	(B) Yarn containing silk, synthetic or artificial textiles or silk and synthetic or artificial textiles:	
	(1) Not containing silk	†22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles
	(2) Containing undischarged silk, but no other silk	†22½% of the value of the yarn, plus 9d. per lb. of any synthetic or artificial textiles plus 2s. 2d. per lb. of silk
	†Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 53 (cont'd)	
ex 53-07 (cont'd)	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil silk	✓22½% of the value of the yarn, plus 9d. per lb. of noil silk, plus 9d. per lb. of any synthetic or artificial textiles
	(b) Other	✓22½% of the value of the yarn, plus 2s. 9d. per lb. of silk, plus 9d. per lb. of any synthetic or artificial textiles
	Note: The Government of the United Kingdom shall be free to impose on yarns containing flax a duty higher than that provided for in respect of the above items if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation.	
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 53 (cont'd)	
ex 53-08	Yarn of fine animal hair (carded or combed), not put up for retail sale -	
	(A) Yarn wholly of alpaca, mohair, cashmere, llama, vicuna or camels' hair, or wholly of a mixture of one or more of those textiles with one or more of the textiles sheep's or lambs' wool, cotton, flax or hemp	7½%
	(B) Yarn containing silk, synthetic or artificial textiles or silk and synthetic or artificial textiles:	
	(1) Not containing silk	22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles
	(2) Containing undischarged silk, but no other silk	22½% of the value of the yarn, plus 9d. per lb. of any synthetic or artificial textiles, plus 2s. 2d. per lb. of silk
	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil silk	22½% of the value of the yarn, plus 9d. per lb. of noil silk, plus 9d. per lb. of any synthetic or artificial textiles
	(b) Other	22½% of the value of the yarn, plus 2s. 9d. per lb. of silk, plus 9d. per lb. of any synthetic or artificial textiles
	Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 53 (cont'd)	
ex 53-10	Yarn of sheep's or lambs' wool or other animal hair (fine or coarse), put up for retail sale -	
	(A) Yarn wholly of sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair, or wholly of a mixture of one or more of those textiles with one or more of the textiles cotton, flax or hemp	7½%
	(B) Yarn containing silk, synthetic or artificial textiles or silk and synthetic or artificial textiles:	
	(1) Not containing silk	✓22½% of the value of the yarn, plus 9d per lb of synthetic or artificial textiles
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No	Description of Products	Rate of Duty
	CHAPTER 53 (cont'd)	
ex 53-10 (cont'd)	(B) (cont'd)	
	(2) Containing undischarged silk, but no other silk	✓22½% of the value of the yarn, plus 9d. per lb. of any synthetic or artificial textiles, plus 2s. 2d. per lb. of silk
	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil silk	✓22½% of the value of the yarn, plus 9d. per lb. of noil silk, plus 9d. per lb. of any synthetic or artificial textiles
	(b) Other	✓22½% of the value of the yarn, plus 2s. 9d. per lb. of silk, plus 9d. per lb. of any synthetic or artificial textiles
	Note: The Government of the United Kingdom shall be free to impose on yarns containing flax a duty higher than that provided for in respect of the above items if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation	
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 53 (cont'd)	
ex 53-11	Woven fabrics of sheep's or lambs' wool or of fine animal hair -	
	(A) Fabrics consisting wholly of sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair, or wholly of one or more of those materials and cotton, flax, or cotton and flax	17½% of the value of the fabric
	(B) Fabrics consisting wholly of one or more of the materials described in sub-heading (A) with not more than 10% by weight of silk, synthetic or artificial textiles or any combination thereof:	
	(1) Containing undischarged silk, but no other silk	✗17½% of the value of the fabric, plus 2s. 3d. per lb. of silk, plus 11d. per lb. of any synthetic or artificial textiles
	(2) Containing discharged or partly discharged silk (including noil silk)	✗17½% of the value of the fabric, plus 10d. per lb. of any noil silk, plus 3s. 6d. per lb. of any other silk, plus 11d. per lb. of any synthetic or artificial textiles
	✗Paragraph 2 at the head of this Schedule shall not apply to this item	

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SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No	Description of Products	Rate of Duty
	CHAPTER 53 (cont'd)	
ex 53-11 (cont'd)	(B) (cont'd)	
	(3) Containing no silk	≠17½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles
	(C) Fabrics containing more than 10% by weight of synthetic or artificial textiles or of synthetic or artificial textiles and silk:	
	(1) Containing no silk	≠22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles
	(2) Containing undischarged silk, but no other silk	≠22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 2s. 3d. per lb. of silk
	≠Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 53 (cont'd)	
ex 53-11 (cont'd)	(C) (cont'd)	
	(3) Containing discharged or partly discharged silk (including noil silk)	✓22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 10d. per lb. of any noil silk, plus 3s. 6d. per lb. of other silk
	Note: The Government of the United Kingdom shall be free to impose on fabrics containing flax a duty higher than 17½% of the value of the fabric if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation.	
	CHAPTER 54	
ex 54-01	Flax, raw or prepared for spinning; flax tow and waste (including pulled or garnetted rags) -	
	(A) Flax tow	Free
	(B) Flax, not further dressed after scutching or decorticating	Free
	✓ Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 54 (cont'd)	
ex 54-02	Ramie, raw or prepared for spinning; ramie tow and waste (including pulled or garnetted rags) -	
	Ramie, raw	Free
ex 54-03	Flax or ramie yarn, not put up for retail sale -	
	(A) Yarn wholly of flax or wholly of a mixture of flax with one or more of the textiles cotton, hemp, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair	7½%
	(B) Yarn containing silk, synthetic or artificial textiles or silk and synthetic or artificial textiles:	
	(1) Not containing silk	†22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles
	(2) Containing undischarged silk, but no other silk	†22½% of the value of the yarn, plus 9d. per lb. of any synthetic or artificial textiles, plus 2s. 2d. per lb. of silk
	†Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 54 (cont'd)	
ex 54-03 (cont'd)	(B) (cont'd)	
	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil silk	✗22½% of the value of the yarn, plus 9d. per lb. of noil silk, plus 9d. per lb. of any synthetic or artificial textiles
	(b) Other	✗22½% of the value of the yarn, plus 2s. 9d. per lb. of silk, plus 9d. per lb. of any synthetic or artificial textiles
	Note: The Government of the United Kingdom shall be free to impose on yarns containing flax a duty higher than that provided for in respect of the above items if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation.	
	✗Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 54 (cont'd)	
ex 54-04	Flax or ramie yarn, put up for retail sale -	
	(A) Yarn wholly of flax or wholly of a mixture of flax with one or more of the textiles cotton, hemp, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair	7½%
	(B) Yarn containing silk, synthetic or artificial textiles or silk and synthetic or artificial textiles:	
	(1) Not containing silk	✓22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles
	(2) Containing undischarged silk, but no other silk	✓22½% of the value of the yarn, plus 9d. per lb. of any synthetic or artificial textiles, plus 2s. 2d. per lb. of silk
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 54 (cont'd)	
ex 54-04 (cont'd)	(B) (cont'd)	
	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil silk	✓22½% of the value of the yarn, plus 9d. per lb. of noil silk, plus 9d. per lb. of any synthetic or artificial textiles
	(b) Other	✓22½% of the value of the yarn, plus 2s. 9d. per lb. of silk, plus 9d. per lb. of any synthetic or artificial textiles
	Note: The Government of the United Kingdom shall be free to impose on yarns containing flax a duty higher than that provided for in respect of the above items if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation	
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 54 (cont'd)	
ex 54-05	Woven fabrics of flax or of ramie -	
	(A) Fabrics consisting wholly of flax, or wholly of flax and one or more of the following - cotton, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair	17½% of the value of the fabric
	(B) Fabrics consisting wholly of one or more of the materials described in sub-heading (A) with not more than 10% by weight of silk, synthetic or artificial textiles or any combination thereof:	
	(1) Containing undischarged silk, but no other silk	✓17½% of the value of the fabric, plus 2s. 3d. per lb. of silk, plus 11d. per lb. of any synthetic or artificial textiles
	(2) Containing discharged or partly discharged silk (including noil silk)	✓17½% of the value of the fabric, plus 10d. per lb. of any noil silk, plus 3s. 6d. per lb. of any other silk, plus 11d. per lb. of any synthetic or artificial textiles
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 54 (cont'd)	
ex 54-05 (cont'd)	(B) (cont'd)	
	(3) Containing no silk	✓17½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles
	(C) Fabrics containing more than 10% by weight of synthetic or artificial textiles or of synthetic or artificial textiles and silk:	
	(1) Containing no silk	✓22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles
	(2) Containing undischarged silk, but no other silk	✓22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 2s. 3d. per lb. of silk
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 54 (cont'd)	
ex 54-05 (cont'd)	(C) (cont'd)	
	(3) Containing discharged or partly discharged silk (including noil silk)	✗22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 10d. per lb. of any noil silk, plus 3s. 6d. per lb. of other silk.
	Note: The Government of the United Kingdom shall be free to impose on fabrics containing flax a duty higher than 17½% of the value of the fabric if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation	
	CHAPTER 55	
ex 55-01	Cotton, not carded or combed -	
	Not bleached or dyed	Free
ex 55-02	Cotton linters -	
	Unbleached	Free
	✗Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 55 (cont'd)	
ex 55-03	Cotton waste (including pulled or garnetted rags), not carded or combed	
	Cotton waste which has not been subjected to any process after becoming waste, but not including pulled or garnetted rags or waste containing textile fibres other than cotton	Free
ex 55-05	Cotton yarn, not put up for retail sale -	
	(A) Yarn wholly of cotton or wholly of a mixture of cotton with one or more of the textiles flax, hemp, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair	7½%
	(B) Yarn containing silk, synthetic or artificial textiles or silk and synthetic or artificial textiles:	
	(1) Not containing silk	/22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles
	(2) Containing undischarged silk, but no other sil	/22½% of the value of the yarn, plus 9d. per lb. of any synthetic or artificial textiles, plus 2s. 2d. per lb. of silk
	/Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 55 (cont'd)	
ex 55-05 (cont'd)	(B) (cont'd)	
	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil silk	✓22½% of the value of the yarn, plus 9d. per lb. of noil silk, plus 9d. per lb. of any synthetic or artificial textiles
	(b) Other	✓22½% of the value of the yarn, plus 2s. 9d. per lb. of silk, plus 9d. per lb. of any synthetic or artificial textiles
	Note: The Government of the United Kingdom shall be free to impose on yarns containing flax a duty higher than that provided for in respect of the above items if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation	
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 55 (cont'd)	
ex 55-06	Cotton yarn, put up for retail sale -	
	(A) Yarn wholly of cotton or wholly of a mixture of cotton with one or more of the textiles flax, hemp, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair	7½.
	(B) Yarn containing silk, synthetic or artificial textiles or silk and synthetic or artificial textiles:	
	(1) Not containing silk	✗22½ of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles
	(2) Containing undischarged silk, but no other silk	✗22½ of the value of the yarn, plus 9d. per lb. of any synthetic or artificial textiles, plus 2s. 2d. per lb. of silk
	✗Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 55 (cont'd)	
ex 55-06 (cont'd)	(B) (cont'd)	
	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil silk	/22½% of the value of the yarn, plus 9d. per lb. of noil silk, plus 9d. per lb. of any synthetic or artificial textiles
	(b) Other	/22½% of the value of the yarn, plus 2s. 9d. per lb. of silk, plus 9d. per lb. of any synthetic or artificial textiles
	Note: The Government of the United Kingdom shall be free to impose on yarns containing flax a duty higher than that provided for in respect of the above items if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation	
	/Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 55 (cont'd)	
ex 55-07	Cotton gauze -	
	Consisting wholly of cotton, or wholly of cotton and one or more of the following - flax, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair	17½% of the value of the fabric
	Note: The Government of the United Kingdom shall be free to impose on fabrics containing flax a duty higher than 17½% of the value of the fabric if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation	
ex 55-08	Terry towelling and other terry fabrics, of cotton -	
	Fabrics consisting wholly of cotton, or wholly of cotton and one or more of the following - flax, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair	17½% of the value of the fabric
	Note: The Government of the United Kingdom shall be free to impose on fabrics containing flax a duty higher than 17½% of the value of the fabric if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 55 (cont'd)	
ex 55-09	Other woven fabrics, unfigured, of cotton -	
	(A) Fabrics consisting wholly of cotton, or wholly of cotton and one or more of the following - flax, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair	17½% of the value of the fabric
	(B) Fabrics consisting wholly of one or more of the materials described in sub-heading (A) with not more than 10% by weight of silk, synthetic or artificial textiles or any combination thereof:	
	(1) Containing undischarged silk, but no other silk	†17½% of the value of the fabric, plus 2s. 3d. per lb. of silk, plus 11d. per lb. of any synthetic or artificial textiles
	(2) Containing discharged or partly discharged silk (including noil silk)	†17½% of the value of the fabric, plus 10d. per lb. of any noil silk, plus 3s. 6d. per lb. of any other silk, plus 11d. per lb. of any synthetic or artificial textiles
	†Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 55 (cont'd)	
ex 55-09 (cont'd)	(B) (cont'd)	
	(3) Containing no silk	✓17½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles
	(C) Fabrics containing more than 10% by weight of synthetic or artificial textiles or of synthetic or artificial textiles and silk:	
	(1) Containing no silk	✓22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles
	(2) Containing undischarged silk, but no other silk	✓22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 2s. 3d. per lb. of silk
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

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SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 55 (cont'd)	
ex 55-09 (cont'd)	(C) (cont'd)	
	(3) Containing discharged or partly discharged silk (including noil silk)	✓22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 10d. per lb. of any noil silk, plus 3s. 6d. per lb. of other silk
	Note: The Government of the United Kingdom shall be free to impose on fabrics containing flax a duty higher than 17½% of the value of the fabric if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation	
ex 55-10	Other woven fabrics, figured, of cotton -	
	(A) Fabrics consisting wholly of cotton, or wholly of cotton and one or more of the following - flax, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair	17½% of the value of the fabric
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 55 (cont'd)	
ex 55-10 (cont'd)	(B) Fabrics consisting wholly of one or more of the materials described in sub-heading (A) with not more than 10% by weight of silk, synthetic or artificial textiles or any combination thereof:	
	(1) Containing undischarged silk, but no other silk	†17½% of the value of the fabric, plus 2s. 3d. per lb. of silk, plus 11d. per lb. of any synthetic or artificial textiles
	(2) Containing discharged or partly discharged silk (including noil silk)	†17½% of the value of the fabric, plus 10d. per lb. of any noil silk, plus 3s. 6d. per lb. of any other silk, plus 11d. per lb. of any synthetic or artificial textiles
	(3) Containing no silk	†17½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles
	†Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 55 (cont'd)	
ex 55-10 (cont'd)	(C) Fabrics containing more than 10% by weight of synthetic or artificial textiles or of synthetic or artificial textiles and silk:	
	(1) Containing no silk	✓22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles
	(2) Containing undischarged silk, but no other silk	✓22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 2s. 3d. per lb. of silk
	(3) Containing discharged or partly discharged silk (including noil silk)	✓22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 10d. per lb. of any noil silk, plus 3s. 6d. per lb. of other silk
	Note: The Government of the United Kingdom shall be free to impose on fabrics containing flax a duty higher than 17½% of the value of the fabric if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation	
	✓Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 56	
56-01	Discontinuous synthetic or artificial textiles ("staple fibre"), not carded, combed or otherwise prepared for spinning -	
	(A) Fibres not exceeding 18 inches in length	/9d. per lb.
	(B) Fibres exceeding 18 inches in length	/22½% of the value of the goods, plus 9d. per lb.
	NOTE: The rate set out against subheading (A) under heading 56-01 is without prejudice to any other duty which may be chargeable on fibres not wholly of synthetic or artificial textiles	
56-02	Waste (including yarn waste and pulled or garnetted rags) of synthetic or artificial textiles (continuous or discontinuous), not carded, combed or otherwise prepared for spinning	/9d. per lb.
	NOTE: The above rate under heading 56-02 is without prejudice to any other duties which may be chargeable on waste not wholly of synthetic or artificial textiles	
56-03	Synthetic or artificial textiles, discontinuous or waste, carded, combed or otherwise prepared for spinning -	
	(A) Fibres not exceeding 18 inches in length, carded or combed, but not further prepared	/9d. per lb.
	(B) Other :	
	(1) Not containing silk	/22½% of the value of the goods, plus 9d. per lb. of synthetic or artificial textiles

/ Paragraph 2 at the head of this Schedule shall not apply to this item

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 56 (cont'd)	
56-03 (cont'd)	(D) (cont'd)	
	(2) Containing undischarged silk, but no other silk	✗ 22½% of the value of the goods, plus 9d. per lb. of synthetic or artificial textiles, plus 2s.2d. per lb. of silk
	(3) Containing discharged or partly discharged silk	✗ 22½% of the value of the goods, plus 9d. per lb. of synthetic or artificial textiles, plus 2s.9d. per lb. of silk
	NOTE: The rate set out against sub-heading (A) under heading 56-03 is without prejudice to any other duty which may be chargeable on fibres not wholly of synthetic or artificial textiles	
56-04	Yarn of discontinuous or waste synthetic or artificial textiles, not put up for retail sale -	
	(A) Not containing silk	✗ 22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles
	(B) Containing undischarged silk, but no other silk	✗ 22½% of the value of the yarn, plus 9d. per lb. of any synthetic or artificial textiles, plus 2s.2d. per lb. of silk
	(C) Containing discharged or partly discharged silk	✗ 22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles, plus 2s.9d. per lb. of silk
	✗ Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 56 (cont'd)	
56-05	Yarn of discontinuous or waste synthetic or artificial textiles, put up for retail sale -	
	(A) Not containing silk	✗ 22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles
	(B) Containing undischarged silk, but no other silk	✗ 22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles, plus 2s.2d. per lb. of silk
	(C) Containing discharged or partly discharged silk	✗ 22½% of the value of the yarn, plus 9d. per lb. of synthetic or artificial textiles, plus 2s.9d.per lb. of silk
	✗ Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 56 (cont'd)	
56-06	Woven fabrics of discontinuous or waste synthetic or artificial textiles -	
	(A) Fabrics exceeding 30 centimetres in width and containing more than 75% by weight of synthetic or artificial textiles, but not including fabrics containing silk wholly or partly discharged other than noil silk :	
	(1) Containing no silk	≠ 8d.per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 11d.per lb. of synthetic or artificial textiles
	(2) Containing undischarged silk, but no noil silk	≠ 8d.per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater,plus 11d.per lb. of synthetic or artificial textiles, plus 2s.3d.per lb. of silk
	≠ Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 56 (cont'd)	
56-06 (cont'd)	(3) Containing noil silk	✗ 8d. per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 11d. per lb. of synthetic or artificial textiles, plus 10d. per lb. of noil silk, plus 3s.6d. per lb. of any other silk
	(B) Fabrics exceeding 30 centimetres in width and containing more than 75% by weight of synthetic or artificial textiles and silk wholly or partly discharged other than noil silk	✗ 1s. per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 11d. per lb. of synthetic or artificial textiles, plus 10d. per lb. of noil silk, plus 3s.6d. per lb. of other silk
	(C) Other fabrics :	
	(1) Containing no silk	✗ 22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles
	✗ Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 56 (cont'd)	
56-06 (cont'd)	(2) Containing undischarged silk, but no other silk	/22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 2s.3d. per lb. of silk
	(3) Containing discharged or partly discharged silk (including noil silk)	/22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 10d. per lb. of any noil silk, plus 3s.6d. per lb. of other silk
	CHAPTER 57	
ex 57-01	True hemp (cannabis sativa), raw or dressed (whether or not bleached or dyed); tow and waste of true hemp (including pulled or garnetted rags) -	
	Not further dressed after scutching or decorticating	Free
	/Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 57 (cont'd)	
ex 57-03	Jute and false jutes, raw, scutched, combed or carded; tow and waste of jute and false jutes (including pulled or garnetted rags) -	
	(A) Guaxima of the variety urena lobata, not further processed after stripping and drying	Free
	(B) Papoula de Sao Francisco (hibiscus cannabinus), not further processed after stripping and drying	Free
ex 57-04	Other vegetable textile fibres (including esparto grass and cane, crushed or combed), raw or prepared for spinning; waste of such textiles (including pulled or garnetted rags) -	
	(A) Caroa fibre (neoglaziovia variegata), not further processed after stripping and drying	Free
	(B) Tucum or ticum (bactris setosa), not further processed after stripping and drying	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 57 (cont'd)	
ex 57-05	Yarn of true hemp -	
	Wholly of true hemp or wholly of a mixture of true hemp with one or more of the textiles cotton, flax, hemp (other than true hemp), sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair	7½%
	NOTE: The Government of the United Kingdom shall be free to impose on yarns containing flax a duty higher than that provided for in respect of the above items if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation	
ex 57-07	Yarn of other vegetable textile fibres -	
	Wholly of hemp (other than true hemp) or wholly of a mixture of such hemp with one or more of the textiles cotton, flax, true hemp, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair	7½%
	NOTE: The Government of the United Kingdom shall be free to impose on yarns containing flax a duty higher than that provided for in respect of the above items if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 58	
ex 58-01	Carpets, carpeting and rugs, knotted (made up or not) -	
	(A) Carpets (not including table covers woven in the manner of carpets), carpeting and rugs :	
	(1) Hand made	4s.6d.per sq. yd. exclusive of fringes
	(2) Other	1s.6d. per sq. yd.exclusive of fringes, or 20%, whichever is the greater
ex 58-02	Other carpets, carpeting, rugs, mats and matting, and "Kelem", "Schumacks" and "Karamanic" rugs and the like (made up or not) -	
	Carpets (not including table covers woven in the manner of carpets), carpeting, rugs, mats and matting, other than articles of coir	1s.6d.per sq. yd. exclusive of fringes, or 20%, whichever is the greater
ex 58-04	Pile fabrics, chenille fabrics and bouclé fabrics (other than terry towelling or other terry fabrics of cotton falling within heading No.55-08 and fabrics falling within heading No. 58-05) -	
	(A) Fabrics consisting wholly of one or more of the following - cotton, flax, sheep's or lambs' wool,alpaca, mohair, cashmere, llama, vicuna or camels' hair	17½% of the value of the fabric

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 58 (cont'd)	
ex 58-04 (cont'd)	(B) Fabrics consisting wholly of one or more of the materials described in subheading (A) with not more than 10% by weight of silk, synthetic or artificial textiles or any combination thereof :	
	(1) Containing no silk	[1] 17½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles
	(2) Containing undischarged silk, but no other silk	[1] 17½% of the value of the fabric, plus 2s. 3d. per lb. of silk, plus 11d. per lb. of any synthetic or artificial textiles
	(3) Containing discharged or partly discharged silk (including noil silk)	[1] 17½% of the value of the fabric, plus 10d. per lb. of any noil silk, plus 3s. 6d. per lb. of any other silk, plus 11d. per lb. of any synthetic or artificial textiles
	[1] Paragraph 2 at the head of this Schedule shall not apply to this item.	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 58 (cont'd)	
ex 58-04 (cont'd)	(C) Fabrics containing more than 10% by weight of silk, synthetic or artificial textiles or any combination thereof :	
	(1) Exceeding 30 centimetres in width and containing more than 75% by weight of silk wholly or partly discharged (other than noil silk) or such silk and synthetic or artificial textiles	✗ 1s.per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 3s.6d.per lb. of silk (other than noil), plus 11d. per lb. of any synthetic or artificial textiles, plus 10d. per lb. of any noil silk
	(2) Exceeding 30 centimetres in width and containing more than 75% by weight of synthetic or artificial textiles, but no silk wholly or partly discharged (other than noil silk) :	
	(a) Containing no silk	✗ 8d.per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 11d.per lb. of synthetic or artificial textiles
	✗ Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 58 (cont'd)	
ex 58-04 (cont'd)	(b) Containing undischarged silk, but no noil silk	✗ 8d.per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 11d.per lb. of synthetic or artificial textiles, plus 2s.3d.per lb. of silk
	(c) Containing noil silk	✗ 8d.per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 11d.per lb. of synthetic or artificial textiles, plus 10d.per lb. of noil silk, plus 3s.6d. per lb. of any other silk
	(3) Other fabrics :	
	(a) Containing no silk	✗ 22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles
	✗ Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 58 (cont'd)	
ex 58-04 (cont'd)	(b) Containing undischarged silk, but no other silk	ƒ 22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 2s.3d. per lb. of silk
	(c) Containing discharged or partly discharged silk (including noil silk)	ƒ 22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 10d. per lb. of any noil silk, plus 3s.6d. per lb. of other silk
	NOTE: The Government of the United Kingdom shall be free to impose on fabrics containing flax a duty higher than 17½% of the value of the fabric if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation.	
	ƒ Paragraph 2 at the head of this Schedule shall not apply to this item	

60602 O -56(Part 2) -67

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 58 (cont'd)	
ex 58-05	Narrow woven fabrics, and narrow fabrics consisting of warp without weft assembled by means of an adhesive, other than goods falling within heading No. 58-06 -	
	(A) Fabrics consisting wholly of one or more of the following - cotton, flax, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair	17½% of the value of the fabric
	(B) Fabrics consisting wholly of one or more of the materials described in subheading (A) with not more than 10% by weight of silk, synthetic or artificial textiles or any combination thereof :	
	(1) Containing no silk	✗ 17½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles
	(2) Containing undischarged silk, but no other silk	✗ 17½% of the value of the fabric, plus 2s.3d. per lb. of silk, plus 11d. per lb. of any synthetic or artificial textiles
	✗ Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 58 (cont'd)	
ex 58-05 (cont'd)	(3) Containing discharged or partly discharged silk (including noil silk)	✗ 17½% of the value of the fabric, plus 10d.per lb. of any noil silk, plus 3s.6d.per lb. of any other silk, plus 11d.per lb. of any synthetic or artificial textiles
	(C) Fabrics containing more than 10% by weight of silk, synthetic or artificial textiles or any combination thereof :	
	(1) Containing no silk	✗ 22½% of the value of the fabric,plus 11d.per lb.of synthetic or artificial textiles
	(2) Containing undischarged silk, but no other silk	✗ 22½% of the value of the fabric,plus 11d.per lb.of synthetic or artificial textiles, plus 2s.3d.per lb. of silk
	✗ Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 58 (cont'd)	
ex 58-05 (cont'd)	(3) Containing discharged or partly discharged silk (including noil silk)	[1] 22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 10d. per lb. of any noil silk, plus 3s. 6d. per lb. of other silk
	NOTE: The Government of the United Kingdom shall be free to impose on fabrics containing flax a duty higher than 17½% of the value of the fabric if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on expertation.	
	[1] Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 59	
ex 59-16	Transmission, conveyor or elevator belts or belting, of textile material, whether or not strengthened with metal or other material -	
	(A) Belts or belting of canvas and rubber (including balata and gutta-percha) :	
	(1) Of a value not less than £12 10s. per cwt. but not exceeding £18 15s. per cwt.	£1 17s. 6d. per cwt.
	(2) Of a value exceeding £18 15s. per cwt.	10%
ex 59-17	Other textile fabrics and textile articles of a kind commonly used in machinery or plant -	
	Bolting cloth, not made up, treated or operated upon, containing no other fibre than silk	/2s. 3d. per lb., plus 22½% of the value of the cloth
	/Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 60	
ex 60-01	Knitted, netted or crocheted fabric, not elastic -	
	(A) Fabrics consisting wholly of one or more of the following - cotton, flax, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair	17½% of the value of the fabric
	(B) Fabrics consisting wholly of one or more of the materials described in subheading (A) with not more than 10% by weight of silk, synthetic or artificial textiles or any combination thereof :	
	(1) Containing no silk	ƒ17½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles
	(2) Containing undischarged silk, but no other silk	ƒ17½% of the value of the fabric, plus 2s.3d.per lb. of silk, plus 11d.per lb. of any synthetic or artificial textiles
	(3) Containing discharged or partly discharged silk (including noil silk)	ƒ17½% of the value of the fabric, plus 10d. per lb.of any noil silk, plus 3s.6d.per lb.of any other silk, plus 11d.per lb.of any synthetic or artificial textiles

ƒ Paragraph 2 at the head of this Schedule shall not apply to this item

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 60 (cont'd)	
ex 60-01 (cont'd)	(C) Fabrics containing more than 10% by weight of silk, synthetic or artificial textiles or any combination thereof :	
	(1) Exceeding 30 centimetres in width and containing more than 75% by weight of silk wholly or partly discharged (other than noil silk) or such silk and synthetic or artificial textiles	*1s. per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 3s.6d. per lb. of silk (other than noil silk), plus 11d. per lb. of any synthetic or artificial textiles, plus 10d. per lb. of any noil silk
	(2) Exceeding 30 centimetres in width and containing more than 75% by weight of synthetic or artificial textiles but containing no silk wholly or partly discharged (other than noil silk) :	
	(a) Containing no silk	*8d. per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 11d. per lb. of synthetic or artificial textiles
	*Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section a. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 60 (cont'd)	
ex 60-01 (cont'd)	(b) Containing undischarged silk, but no noil silk	/8d. per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 11d. per lb. of synthetic or artificial textiles, plus 2s. 3d. per lb. of silk
	(c) Containing noil silk	/8d. per square yard on the area of the fabric or 22½% of the value of the fabric, whichever is the greater, plus 11d. per lb. of synthetic or artificial textiles, plus 10d. per lb. of noil silk, plus 3s. 6d. per lb. of any other silk
	(3) Other fabrics :	
	(a) Containing no silk	/22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles
	/ Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 60 (cont'd)	
ex 60-01 (cont'd)	(b) Containing undischarged silk, but no other silk	✗22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 2s. 3d. per lb. of silk
	(c) Containing discharged or partly discharged silk (including noil silk)	✗22½% of the value of the fabric, plus 11d. per lb. of synthetic or artificial textiles, plus 10d. per lb. of any noil silk, plus 3s. 6d. per lb. of other silk
	NOTE : The Government of the United Kingdom shall be free to impose on fabrics containing flax a duty higher than 17½% of the value of the fabric if at any time supplies of raw flax for export from the territories of Belgium, Luxembourg or the Netherlands are subjected to duties or other charges on exportation.	
ex 60-02	Gloves, mittens and mitts, knitted, netted or crocheted, not elastic -	
	Knitted gloves (not including gloves known as astrakhan gloves) made wholly of wool or cotton or a combination thereof	20%
	✗ Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 60 (cont'd)	
ex 60-03	Stockings, under-stockings, socks, ankle-socks, sockettes and the like, knitted, netted or crocheted, not elastic -	
	(A) Wholly of silk or containing silk components the value whereof exceeds 20% of the aggregate of the values of all the components thereof	✗ 33⅓% or 12s. the dozen pairs, whichever is the greater
	(B) Made wholly of synthetic and/or artificial textiles, or containing synthetic and/or artificial textile components, the value whereof exceeds 20% of the aggregate of the values of all the components, but containing no silk :	
	(1) Containing no synthetic textiles and where all the artificial textile consists of regenerated cellulose or cellulose acetate	✗ 33⅓% or 7s.6d. the dozen pairs, whichever is the greater
	(2) In other cases	✗ 33⅓% or 10s. the dozen pairs, whichever is the greater
	✗ Paragraph 2 at the head of this Schedule shall not apply to this item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 60 (cont'd)	
ex 60-05	Outer garments and other articles, knitted, netted or crocheted, not elastic -	
	(A) Dressing gowns	20%
	(B) Outer garments of a kind suitable only for children under three years of age, the following :	
	Coats, dresses, skirts, romper and other one-piece suits, cardigans, jumpers, blouses, pinafores and boys' knickers	20%
ex 60-06	Elastic (including rubberised) fabric and articles (including elastic knee-pads and elastic stockings), knitted, netted or crocheted -	
	Elastic fabric, being material consisting of rubber sheeting or synthetic rubber sheeting, with a textile backing, not made up	17½%
	CHAPTER 61	
ex 61-01	Men's and boys' outer garments -	
	(A) Dressing gowns	20%
	(B) Coats, one-piece suits and knickers, suitable for boys under three years of age	20%
ex 61-02	Women's, girls' and infants' outer garments -	
	(A) Dressing gowns	20%
	(B) Garments of a kind suitable only for children under three years of age, the following :	20%
	Coats, dresses, skirts, rompers and other one-piece suits, cardigans, jumpers, blouses and pinafores	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 61 (cont'd)	
ex 61-02 (cont'd)	(C) Women's and girls' dresses, coats and skirts (other than divided skirts), whether imported as separate garments or as costumes, made entirely of woven fabrics :	
	(1) Wholly of cotton	17½% or 1s.9d. per garment, whichever is the greater ø
	(2) Not wholly of cotton, but containing no wool (including alpaca, mohair, cashmere, llama, vicuna and camels' hair)	20% or 2s. per garment, whichever is the greater ø
	ø The rate of duty to be charged on any garment which would otherwise fall within the sub-items, but which does not do so by reason only that it consists wholly or partly of feathers or of lace or embroidery (as defined in footnote (b) to paragraph 3 at the head of this Schedule) shall not be higher than the highest appropriate rate provided for by paragraph 3 at the head of this Schedule	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 61 (cont'd)	
ex 61-03	Men's and boys' outer garments, including collars, shirt fronts and cuffs -	
	(A) Wholly of woven fabrics, the following :	
	(1) Vests, pants and combinations	20% Ø
	(2) Men's shirts with length measurements not less than 32 inches (front) and 35 inches (back) and with neckbands measuring not less than 14 inches, of a value not less than 4s. each, and collars and cuffs therefor	20% Ø
	(3) Pyjama sleeping suits	20% Ø
	Ø The rate of duty to be charged upon any garment which would otherwise fall within the sub-items, but wh does not do so by reason only the it consists wholly or partly of feathers or of lace or embroidery (as defined in footnote (b) to paragraph 3 at the head of this Schedule) shall not be higher than the highest appropriate rate provided for by paragraph 3 at the head of this Schedule	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 61 (cont'd)	
ex 61-04	Women's, girls' and infants' under garments -	
	(A) Wholly of woven fabrics, the following :	
	(1) Vests, knickers, combinations pettiocats and similar artioles, not including nightwear	20% Ø
	(2) Pyjama sleeping suits	20% Ø
ex 61-05	Handkerchiefs -	
	Wholly or partly of cotton or flax	2s.9d. per lb. or 17½%, whichever is the greater
ex 61-09	Corsets, corset-belts, suspender-belts, brassieres, braces, suspenders, garters and the like (including such articles of knitted, netted or crocheted fabric), whether or not elastic -	
	Corsets, corset-belts and similar body-supporting undergarments and brassieres	20%
	NOTE: The products provided for under the above item shall be exempt from ordinary most-favoured-nation customs duties which exceed the preferential duties on such products by more than 15% ad valorem	
	Ø The rate of duty to be charged upon any garment which would otherwise fall within the sub-items, but which does not do so by reason only that it consists wholly or partly of feathers or of lace or embroidery (as defined in footnote (b) to paragraph 3 at the head of this Schedule) shall not be higher than the highest appropriate rate provided for by paragraph 3 at the head of this Schedule	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 61 (cont'd)	
ex 61-10	Gloves, mittens, mitts, stockings, socks and sockettes, not being knitted, netted or crocheted goods -	
	Gloves (not including gloves known as astrakhan gloves) wholly or partly cut out of fabric containing cotton, and sewn up (not including gloves in which the fabric containing cotton is present in the lining only) and fabric containing cotton shaped for making into or lining gloves	30%
	CHAPTER 62	
ex 62-02	Household goods (bed linen and bedspreads, table linen, toilet linen, kitchen linen) of textile materials; curtains and other furnishing articles -	
	(A) Bedspreads, quilts, sheets, pillow cases, bolster cases and mattress cases wholly of cotton	17½%
	(B) Face, hand or bath towels wholly of cotton	17½%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 63	
63-02	Used or new rags and other scrap textile articles fit only for pulling, for use in paper-making or as wipers	Free
	CHAPTER 64	
ex 64-02	Footwear with outer soles of leather, composition leather or rubber, other than footwear falling within heading No. 64-01 -	
	(A) Men's footwear (but not including articles made wholly or partly of rubber, except where the outer part of the uppers, apart from stitchings, fastenings or ornaments, is made entirely of leather or leather and elastic)	15%
	(B) Women's footwear (but not including articles made wholly or partly of rubber, except where the outer part of the uppers, apart from stitchings, fastenings or ornaments, is made entirely of leather or leather and elastic)	10% or 3s. the pair, whichever is the greater
ex 64-03	Footwear with outer soles of wood or cork -	
	(A) Men's footwear (but not including articles made wholly or partly of rubber, except where the outer part of the uppers, apart from stitchings, fastenings or ornaments, is made entirely of leather or leather and elastic)	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 64 (cont'd)	
ex 64-03 (cont'd)	(B) Women's footwear (but not including articles made wholly or partly of rubber, except where the outer part of the uppers, apart from stitchings, fastenings or ornaments, is made entirely of leather or leather and elastic)	10% or 3s. the pair, whichever is the greater
ex 64-04	Footwear with outer soles of other materials -	
	(A) Men's footwear (but not including articles made wholly or partly of rubber, except where the outer part of the uppers, apart from stitchings, fastenings or ornaments, is made entirely of leather or leather and elastic)	15%
	(B) Women's footwear (but not including articles made wholly or partly of rubber, except where the outer part of the uppers, apart from stitchings, fastenings or ornaments, is made entirely of leather or leather and elastic)	10% or 3s. the pair, whichever is the greater
ex 64-06	Gaiters, spats, leggings, puttees and similar articles and parts thereof -	
	Leggings of a kind suitable only for children under three years of age	20%

60602 O - 56(Part 2) - 68

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 65	
ex 65-01	Hat-forms, hat bodies and hoods (including plateaux (discs) and manchons (cylinders)), of felt, neither blocked to shape nor with made brims -	
	(A) Loosely felted hat-forms and cone-shaped hat bodies	4s.per dozen or 15%,whichever is the greater
	(B) Other descriptions, excluding plateaux and manchons	5s.per dozen or 25%,whichever is the greater
ex 65-02	Hat-shapes, plaited or made from plaited or other strips of any material, neither blocked to shape nor with made brims -	
	(A) Of felt	5s.per dozen or 25%,whichever is the greater
	(B) Not of felt :	
	(1) Of wool	25%
	(2) Other	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 65 (cont'd)	
ex 65-03	Felt hats and other felt headgear, being headgear made from felt hoods falling within heading No. 65-01, trimmed or not -	
	(A) Of which any part has a velour, soleil, peach bloom or other finish with a raised or laid pile, not being of felt wholly of wool	15s.per dozen or 25%, whichever is the greater
	(B) In other cases	5s.per dozen or 25%, whichever is the greater
ex 65-04	Hats and other headgear, plaited or made from plaited or other strips of any material, trimmed or not -	
	(A) Of felt	5s.per dozen or 25%, whichever is the greater
	(B) Not of felt :	
	(1) Of wool, or lined, trimmed or decorated in any manner, or with made brims	25%
	(2) Other	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 65 (cont'd)	
ex 65-05	Hats and other headgear (including hair nets), knitted or made up from woven or knitted fabric, net or felt in the piece, coated or not (but not from assembled strips of such materials), trimmed or not -	
	(A) Of felt :	
	(1) Of which any part has a velour, soleil, peach bloom or other finish with a raised or laid pile, not being of felt wholly of wool	15s. per dozen or 25%, whichever is the greater
	(2) In other cases	5s. per dozen or 25%, whichever is the greater
	(B) Other descriptions :	
	(1) Of wool, or lined, trimmed or decorated in any manner, or with made brims	25%
	(2) Other	15%
ex 65-06	Other headgear, trimmed or not -	
	Headgear, not including rubber bathing caps	25%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 67	
ex 67-01	Ornamental feathers (including skins or parts of birds with their feathers), bleached, dyed or otherwise worked or mounted; articles made of feathers or down -	
	Trimmings, millinery mounts and similar articles, of feathers	25%
ex 67-02	Artificial flowers, foliage or fruit and parts thereof; articles made of artificial flowers, foliage or fruit -	
	Artificial flowers, foliage and fruit	25%
	CHAPTER 68	
ex 68-01	Road and paving setts, curbs and flagstones of natural stone -	
	Granite setts and curbs	10%
ex 68-02	Worked monumental or building stone (except slate) or steatite, and articles thereof, other than goods falling within heading No. 68-01 -	
	(A) Vases, inkstands with or without trays or penholders, pen or pencil racks, stands and trays, consisting (apart from glass or porcelain linings or small fittings of base metal) wholly of marble or granite	20%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 68 (cont'd)	
ex 68-02 (cont'd)	(B) Blotters and letter openers of marble or granite	20%
	(C) Bureau sets consisting of two or more of the articles described in sub-headings (A) and (B)	20%
ex 68-03	Worked slate and articles of slate, including articles of agglomerated slate -	
	(A) In rectangular blocks, ground or polished, but not further manufactured and not less than ¾ inch in thickness	5%
	(B) Roofing slates	10%
ex 68-05	Whetstones, oilstones, hones and the like of natural stone, of natural or artificial abrasives (agglomerated or not), or of pottery -	
	(A) Whetstones, oilstones, hones and scythestones	20%
	(B) Other abrasive hand tools of emery, corundum or artificial silicon carbide	20%
ex 68-12	Articles of asbestos-cement, of cellulose fibre-cement or the like -	
	Sheets, plates and tiles of asbestos-cement	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 68 (cont'd)	
ex 68-13	Fabricated asbestos and articles thereof (for example asbestos board, thread and fabric; asbestos clothing, asbestos jointing), reinforced or not, other than goods falling within heading No. 68-14 -	
	(A) Sheets, plates and tiles	15%
	(B) Footwear	15%
	(C) Headgear	25%
	CHAPTER 69	
ex 69-08	Glazed setts, flags and paving, hearth and wall tiles -	
	Hearth and wall tiles flat, rectangular, not figured or embossed, all white	2s. 3d. per square yard
ex 69-11	Tableware and other utensils of a kind commonly used for domestic or toilet purposes, of porcelain or china (including biscuit porcelain and parian) -	
	(A) Denture bowls	25%
	(B) Powder bowls and boxes	20%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 69 (cont'd)	
ex 69-12	Tableware and other utensils of a kind commonly used for domestic or toilet purposes, of other kinds of pottery -	
	(A) Denture bowls	25%
	(B) Powder bowls and boxes	20%
ex 69-13	Statuettes, ornaments, other furnishing goods and articles of personal adornment -	
	Beads and bead trimming	15%
	CHAPTER 70	
ex 70-10	Carboys, bottles, flagons, jars, pots, tubular containers and similar containers, of glass, of a kind used for the packing or transport of goods; stoppers and other closures, of glass -	
	(A) Syphon vases	20%
	(B) Other, excluding stoppers and other closures and lamp-worked glass	25%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 70 (cont'd)	
ex 70-13 (cont'd)	Domestic and stationery glassware, other than articles falling within heading No. 70-19 -	
	(A) Powder bowls and boxes	20%
	(B) Denture bowls	25%
	(C) Domestic glassware (including blanks therefor), other than lamp-worked glass :	
	(1) Stemmed glass drinking vessels	20%
	(2) Other, except shelves, finger plates and table tops	30%
ex 70-14	Illuminating and signalling glassware, other than of optical glass -	
	(A) Illuminating glassware :	
	(1) Miners' lamp glasses	10%
	(2) Oil lamp chimneys of which the top orifice is not larger than the bottom orifice and the height is not less than twice the maximum diameter	10%
	(3) Other, except lamp-worked ware and accessories and component parts of cycles or motor vehicles	4½d. per lb. or 15%, whichever is the greater

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 70 (cont'd)	
ex 70-18	Optical glass and optical elements, not optically worked (including such elements for corrective spectacle lenses) -	
	(A) Lenses and prisms and blanks therefor, pressed or moulded, not being :	20%
	(1) Dioptric or of optical glass	
	(2) Accessories or component parts of cycles or motor vehicles	
	(3) For gas buoys, ships' lights or lighthouses	
ex 70-19	Beads, imitation pearls, imitation precious stones, imitation flowers and similar fancy glass smallwares and articles made therefrom; glass mosaic cubes; artificial eyes other than those for wear by humans; ornaments and other fancy articles of lamp-worked glass -	
	Beads and bead trimming, but not including lamp-worked glass	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff item No.	Description of Products	Rate of Duty
	CHAPTER 71	
ex 71-02	Precious and semi-precious stones, unworked, cut or otherwise worked, but neither set nor strung (except temporarily strung for convenience of transport) -	
	(A) Diamonds pierced so as to be adapted for use in wire drawing dies, unmounted	20%
	(B) Aquamarine, tourmaline, kunzite, agate, onyx, topaz, amethyst	Free
	(C) Rock crystal quartz and citrine quartz, unworked (including crushed)	Free
	(D) Piezo-electric quartz plates, bars and rods	10%
	NOTE: If at any time Brazil exercises a right to restrict in any way, or to subject to duties or other charges on exportation exceeding 10% ad valorem, supplies of raw quartz for export, the United Kingdom Government shall be free to charge compensatory duties, in addition to the 10% provided for in this sub-item	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 71 (cont'd)	
ex 71-12	Jewellery of precious metal or rolled precious metal -	
	(A) Powder boxes	20%
	(B) Other jewellery of gold or platinum	30%
ex 71-13	Goldsmiths' and silversmiths' wares, of precious metal or rolled precious metal, other than goods falling within heading 71-12 -	
	Powder bowls and boxes	20%
ex 71-15	Articles consisting of, or incorporating, pearls, precious or semi-precious stones (natural, synthetic or reconstituted), not containing precious metal or rolled precious metal -	
	(A) Powder bowls and boxes	20%
	(B) Vases, inkstands with or without trays or penholders, pen or pencil racks, stands and trays, consisting (apart from glass or porcelain linings or small fittings of base metal) wholly of onyx	20%
	(C) Blotters and letter openers of onyx	20%
	(D) Bureau sets consisting of two or more of the articles described in subheadings (B) and (C)	20%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 73	
ex 73-01	Pig iron and spiegeleisen -	
	(A) Pig iron other than :	25%
	(1) Pig iron smelted wholly with charcoal;	
	(2) Vanadium-titanium pig iron produced in an electric furnace;	
	(3) Pig iron produced in an electric furnace and containing more than 0.1% by weight of cobalt but not more than 0.025% by weight of phosphorus and not more than 0.02% by weight of sulphur; and	
	(4) Pig iron produced in an electric furnace and containing not more than 0.025% by weight of phosphorus, not more than 0.02% by weight of sulphur and not more than 2.5% by weight of total carbon	
ex 73-02	Ferro-alloys -	
	Ferro-manganese, refined, containing less than 3% carbon	Free
ex 73-23	Casks, drums, cans, boxes and other similar containers, of sheet or plate iron or steel, of a description commonly used for the conveyance or packing of goods -	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 73 (cont'd)	
ex 73-23 (cont'd)	Casks and drums, of a capacity of one gallon and upwards	1d. per lb. or 20%, whichever is the greater
ex 73-29	Chain and parts and fittings thereof, of iron or steel -	
	(A) Jack chain (including mattress chain)	£12 per ton or 25%, whichever is the greater
	(B) Chain of a kind used on cycles (other than motor cycles) and parts and fittings thereof	20%
	(C) Other, not being :	20%
	(1) Manufactured of wire, or	
	(2) Accessories and component parts of cycles or motor vehicles	
ex 73-36	Stoves, grates, kitchen ranges, cookers, fires and the like (including combined stoves and boilers), not electrically operated, and parts thereof, of iron or steel -	
	Domestic stoves and ranges burning liquid fuel	20%
ex 73-38	Household and sanitary articles and parts thereof, of iron or steel -	
	Wrought enamelled baths	20%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of duty
	CHAPTER 73 (cont'd)	
ex 73-40	Other articles of iron or steel -	
	(A) Bookshelves, shelving, storage bins, storage racks, cabinets and lockers	15%
	(B) Mattress hooks	£12 per ton or 25%, whichever is the greater
	(C) Powder bowls and boxes	20%
	CHAPTER 74	
ex 74-03	Wrought bars, rods, angles, shapes and sections, of copper, and copper wire -	
	Wire, bare, not plated or coated	10%
ex 74-04	Wrought plates, sheets and strips, of copper -	
	Containing more than 50% by weight of copper, if plain and not plated, coated, drilled or punched	15%
ex 74-07	Tubes, pipes and hollow bars, of copper -	
	Containing more than 50% by weight of copper	20%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 74 (cont'd)	
ex 74-17	Domestic heating apparatus (not being geysers or electrically operated) and parts thereof, of copper -	
	Domestic stoves and ranges burning liquid fuel	20%
ex 74-19	Other articles of copper -	
	Powder bowls and boxes	20%
	CHAPTER 76	
ex 76-02	Wrought bars, rods, angles, shapes and sections, of aluminium, and aluminium wire -	
	Containing more than 50% by weight of aluminium, not plated, coated, drilled or punched	15%
ex 76-03	Wrought plates, sheets and strips of aluminium -	
	Containing more than 50% by weight of aluminium, if plain and not plated, coated, drilled or punched	15%
ex 76-06	Tubes, pipes and hollow bars, of aluminium -	
	Containing more than 50% by weight of aluminium, not plated, coated, drilled or punched	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 80	
ex 80-01	Unwrought tin; tin waste and scrap -	
	Unwrought tin, not alloyed	Free
	CHAPTER 81	
ex 81-01	Tungsten (wolfram), unwrought, wrought, and articles thereof -	
	Wire	33⅓%
ex 81-04	Other base metals, unwrought, wrought, and articles thereof -	
	(A) Unwrought cobalt, not alloyed	Free
	(B) Antimony regulus metal, unwrought, in cubes, blocks, ingots, bars and rods	10%
	(C) Cadmium metal, unwrought, but not including cadmium mass	10%
	CHAPTER 82	
ex 82-01	Spades, shovels, picks, hoes, forks, rakes, scythes, sickles, axes and hand tools of a kind used in agriculture, horticulture or forestry, with or without handles -	
	Spades, shovels, hoes, forks, rakes, scythes, sickles and hand tools of a kind used in agriculture and parts thereof	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 82 (cont'd)	
ex 82-02	Saws (non-mechanical) and blades for hand or machine saws (including toothless stone-cutting saw blades) -	
	(A) Saws of a value of 3s.9d. or more each	9d. each or 15%, whichever is the greater
	(B) Circular saw blades, metal cutting, (other than circular saw blades fitted with toothed segments of metal)	15%
	(C) Hacksaw blades, bandsaw blades, jigsaw blades, fretsaw blades	15%
ex 82-03	Pliers (including cutting pliers), pincers, tweezers, perforating punches and the like; spanners, wrenches, tap wrenches; files and rasps, with or without handles -	
	(A) Files and rasps of which the serrated part exceeds six inches in length	15%
	(B) Wrenches and spanners (excluding tap wrenches, chain pipe wrenches and adjustable pipe wrenches having one fixed jaw, one movable jaw and one or more springs, but including other pipe wrenches)	15%
	(C) Stocks (including screw plates) and tap wrenches	15%
	(D) Pipe cutters	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No	Description of Products	Rate of Duty
	CHAPTER 82 (cont'd)	
ex 82-03 (cont'd)	(E) Pliers, pincers and nippers :	
	(1) Of a value not exceeding 12s. per dozen	1s.6d.per dozen or 25%, whichever is the greater
	(2) Of a value exceeding 12s. per dozen	3s. per dozen or 15%, whichever is the greater
	(F) Parts of pliers, pincers and nippers :	
	(1) Of a value not exceeding 6s. per dozen	9d.per dozen parts or 25%, whichever is the greater
	(2) Of a value exceeding 6s. per dozen	1s.6d.per dozen parts or 15%, whichever is the greater
ex 82-04	Hand tools (with or without handles), including glaziers' diamonds, not falling within any other heading of this chapter; blow lamps, anvils; hand, table and bench vices and clamps; portable forges and grinding wheels (hand or pedal operated) -	
	(A) Braces, not including breast drills and hand drills	15%
	(B) Hand, table and bench vices	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 82 (cont'd)	
ex 82-04 (cont'd)	(C) Tyre levers and other appliances for fitting tyres	15%
	(D) Broaches	15%
	(E) Hand operated grinding wheels of emery, corundum or artificial silicon carbide	20%
ex 82-05	Lathe tools, bits, dies, taps, press tools and other tools for power tools or mechanical hand tools, with cutting or working edges of metal, diamond, metallic carbides or abrasives -	
	(A) Drills (including twist drills, bitstock drills, straight flute drills, hollow and combination centre drills), reamers and countersinks	15%
	(B) Machine files, band or rotary	15%
	(C) Threading dies and taps	15%
	(D) Broaches	15%
	(E) Cutting tools for machine tools other than cutting tools included in sub-headings (A), (B), (C) and (D) of this item but excluding :	15%
	(1) High precision hobs of the types used in gear cutting machines;	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 82 (cont'd)	
ex 82-05 (cont'd)	(2) Tools consisting of or tipped with any sintered preparation of tungsten carbide or other carbide with or without other ingredients; and	
	(3) Diamond tools and abrasive tools	
	(F) Press tools	15%
	(G) Abrasive parts of machine tools of emery, corundum or artificial silicon carbide	20%
	(H) Diamonds pierced so as to be adapted for use in wire drawing dies and mounted suitably for such use	20%
ex 82-13	Other articles of cutlery (for example secateurs, hair clippers, butchers' cleavers, paper knives); manicure and chiropody sets and appliances (including nail files) -	
	Nail polishers, nail clippers nail cleaners, nail files and other manicure appliances; manicure sets; parts of nail clippers and nail cleaners	25%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 83	
ex 83-03	Safes, strong-boxes, armoured or reinforced strong-room doors and compartments, and cash and deed boxes, of base metal -	
	(A) Safes	15%
	(B) Cash and deed boxes	15%
ex 83-04	Filing cabinets, racks, sorting boxes, paper trays, paper rests and similar office equipment, of base metal, other than office furniture falling within heading No. 94-03 -	
	Filing cabinets, shelving, storage bins, racks and paper trays	15%
ex 83-05	Fittings for loose-leaf binders, of base metal; bulldog clips, paper clips, indexing tags and similar stationery goods, of base metal -	
	(A) Paper clips, made wholly of wire, of a value exceeding 4½d. per lb.	1½d. per lb. or 20%, whichever is the greater
	(B) Parts for files, list binders and indexers	15%
ex 83-09	Tubular and bifurcated rivets; clasps, frames with clasps for handbags and the like, buckles, buckle-clasps, hooks, eyes and eyelets and the like, of base metal, of a kind commonly used for clothing, travel goods,	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 83 (cont'd)	
ex 83-09 (cont'd)	handbags, or other textile or leather goods (not being imitation jewellery) -	
	Hooks and eyes	15%
ex 83-10	Beads and spangles, of base metal -	
	Beads	15%
	CHAPTER 84	
ex 84-02	Boiler-house plant including economisers, super-heaters, soot-removers, and gas-recoverers and the like; steam condensers -	
	Injectors for boilers	15%
ex 84-06	Internal combustion engines -	
	(A) Stationary engines	17½%
	(B) Engines constructed or adapted solely for incorporation in flying machines and parts of such engines	20%
ex 84-07	Hydraulic engines, including regulators therefor -	
	Hydraulic engines	20%
	Note. The Government of the United Kingdom undertakes that it will not raise duties exceeding 20% on other hydraulic machinery falling within Chapter 84.	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-08	Other engines and motors -	
	Engines and motors constructed or adapted solely for incorporation in flying machines and parts of such engines and motors	20%
ex 84-09	Mechanically propelled road rollers -	
	Mechanically propelled road rollers	15%
ex 84-10	Pumps for liquids (whether or not fitted with measuring devices); liquid elevators of bucket, chain, screw, band and similar kinds -	
	(A) Pumps of the types used for the delivery of petrol and oil at garages and filling stations	15%
	(B) Other pumps, power-operated	17½%
ex 84-11	Air pumps, vacuum pumps and air or gas compressors (including motor pumps and turbo-pumps and compressors); ventilators, blowers and the like -	
	Air and gas compressors and exhausters	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of duty
	CHAPTER 84 (cont'd)	
ex 84-12	Air conditioning machines, self-contained, comprising a motor-driven ventilator and elements for changing the temperature or humidity of air -	
	Air conditioning machines	15%
ex 84-15	Refrigerators and refrigerating equipment (electrical and other) -	
	Electrically operated refrigerators and complete mechanical units for refrigerators or refrigerating plant	15%
ex 84-16	Calendering machines for any purpose and cylinders therefor -	
	Laundry ironing machines (other than hand-operated machines of the types used for domestic purposes)	15%
ex 84-18	Centrifuges, other than cream separators falling within heading No. 84-26 -	
	Centrifugal laundry driers (other than hand-operated machines of the types used for domestic purposes)	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-19	Machinery for cleaning, drying, filling, closing, labelling or capsuling bottles, cans, boxes, bags or other containers; other packing machinery; machinery for aerating mineral waters; dish washing and drying machines -	
	(A) Carton and bread wrappers	20%
	(B) Labelling machines	20%
	(C) Filling machines with weighing devices	20%
	(D) Can casing machines	15%
	(E) Cappers, sealers (excluding carton sealing machines) and closers	15%
ex 84-22	Lifting machinery, telphers and conveyors (for example lifts, hoists, winches, cranes, transporter cranes, grabs, jacks, pulley tackle, belt conveyors, teleferics); motor dumpers and the like -	
	(A) Cranes, hoists, winches, lifts (elevators), telphers, conveyor or transporter installations (of types operating on a fixed track) and winders (being mining machinery), power-operated	15%
	(B) Motor dumpers	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-22 (cont'd)	(C) Parts of power-operated machinery, the following :	
	(1) Conversion front end attachments for cranes	15%
	(2) Crane attachments for lorries or tractors	15%
	(D) Non-portable lifting jacks	15%
ex 84-23	Earth excavating, levelling, boring and extracting machinery, stationary or mobile (for example mechanical shovels, coal-cutters, excavators (including those with mechanical grabs), scrapers, levellers, bulldozers), not being machinery falling within heading No. 84-22; pile-drivers -	
	(A) Excavators, including long range excavators	15%
	(B) Motor graders	15%
	(C) Rippers, rooters, scrapers, trenching machines, ditchers and coal cutters, power-operated	15%
	(D) Parts of power-operated machinery, the following :	
	(1) Conversion front end attachments for excavators	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-23 (cont'd)	(2) Angledozer and bulldozer attachments	15%
	(3) Shovel and dragline attachments for lorries or tractors	15%
	(4) Excavator buckets, including shovel dippers, dragline, clamshell, orange peel and grab buckets, rock grabs and slings	15%
ex 84-31	Machinery for making and finishing pulp, paper or paperboard -	
	Paper-making and paperboard-making machines	20%
ex 84-32	Book-binding machinery, including book-sewing machines -	
	(A) Folding, collating and bundling machines	20%
	(B) Thread sewing and stitching machines	20%
	(C) Cover making and fitting machines	20%
	(D) Book backing and rounding machines	20%
	(E) Blocking and embossing machines	20%
	(F) Cutting machines	20%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-32 (cont'd)	(G) Any combination of the above machines, with or without paper ruling mechanism	20%
ex 84-33	Other machinery for making up paper or paperboard -	
	(A) Automatic cardboard box and carton forming and lining machines	20%
	(B) Paper cutting machines	20%
ex 84-34	Type-founding and typesetting machines, machinery for engraving or preparing printing plates; printing type, impressed flongs and matrices, printing blocks and plates, prepared lithographic stones and the like; plates prepared for engraving -	
	Typesetting machines	15%
ex 84-35	Other printing machinery, not being machines for printing textile fabric, wallpaper or the like; machines for uses ancillary to printing -	
	(A) Sheet fed cylinder, flat bed, platen or rotary presses, for either letter-press, litho-graphic gravure or aniline printing, whether printing from flat forms or from curved plates or forms, whether hand fed or automatically fed	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-35 (cont'd)	(B) Magazine presses, whether flat bed, rotary sheet, or web fed and with or without folding, stitching, and cutting mechanism	15%
	(C) Rotary newspaper printing machines, that is to say, rotary printing machines designed for the printing of newspapers and the like from reels of paper, and equipped with cutting and folding mechanism	15%
	(D) Paper ruling machines	20%
ex 84-36	Machinery for preparing textiles up to the spinning stage; machinery for making synthetic or artificial textile fibres; spinning and twisting machines; doubling, throwing and reeling machines -	
	(A) Opening machines	15%
	(B) Rag tearing machines	15%
	(C) Garnetting machines	15%
	(D) Feeding machines	15%
	(E) Spreading machines	15%
	(F) Drying machines	15%
	(G) Scutching machines	15%

SCHEDULE XIX- UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-36 (cont'd)	(H) Tenterhook Willeys (Fearnought machines)	15%
	(IJ) Burring machines	15%
	(K) Hackling machines	15%
	(L) Carding machines	15%
	(M) Lap forming machines	15%
	(N) Combing machines	15%
	(O) Gilling machines	15%
	(P) Carbonising machines	15%
	(Q) Drawing frames	15%
	(R) Roving, flyer or speed frames	15%
	(S) Jute and hemp softening machines	15%
	(T) Beating machines	15%
	(U) Fibre cutting machines	15%
	(V) Spinning machines and twisting machines, including spinning frames and mules, but not including doubling machines	15%
	(W) Combinations of any of the above machines	15%
	(X) Pirn or other weft package winding machines	20%
	(Y) Cone or cheese winding machines	20%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-37	Weaving machines, knitting machines, and machines for making tulle, lace, embroidery, trimmings or net; ancillary machinery (including warping, sizing, dobbie and Jacquard machines) -	
	(A) Warp tying machines	15%
	(B) Warp drawing machines	15%
	(C) Warp knitting machines	15%
	(D) Flat bar knitting machines, other than full-fashioned hose machines	15%
	(E) Creeling, warping or beaming machines	20%
	(F) Sizing machines	20%
	(G) Looms for weaving, of the type fitted with box motions	20%
	(H) Knitting machines (other than flat bar knitting machines, full-fashioned hose machines and warp knitting machines)	20%
ex 84-40	Machinery for washing, bleaching, dyeing, cleaning, dressing, finishing textile goods (including laundry machinery, ironing and pressing machines and fabric cutting machines); machines for printing textiles, wallpaper, linoleum, leather and the like -	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-40 (cont'd)	(A) Dry cleaning and laundering machines (other than hand-operated machines of the types used for domestic purposes) :	
	(1) Cleaners and washers	15%
	(2) Driers	15%
	(3) Wringers	15%
	(4) Ironing machines	15%
	(5) Any combination of the above machines	15%
ex 84-41	Sewing machines; furniture specially adapted for sewing machines; sewing machine needles -	
	(A) Sewing machines	15%
	(B) Sewing machine heads, being machines without stands or separable cabinet work, and, in the case of treadle or power operated machines, without equipment for providing motive power	15%
ex 84-44	Rolling mills and rolls therefor -	
	Rolling mills, and parts thereof other than forged or cast rolls of iron or steel	25%

60602 O - 56(Part 2) - 70

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-45	Machine-tools, metal-working, not being machines falling within heading No. 84-49 or 84-50 -	
	Machine-tools	20%
ex 84-46	Machine-tools for working stone or glass in the cold, other than machines falling within heading No. 84-49 -	
	(A) Machines for cutting, shaping, dressing or polishing natural building stone	15%
	(B) Glass working machines of the types used for surface grinding, polishing and smoothing in the production of plate glass	15%
ex 84-48	Accessories and parts of machines falling within headings numbered 84-45 to 84-47 (including work and tool holders for machine or mechanical hand tools, self-opening dieheads, precision dividing heads and other precision appliances for machine tools) -	
	(A) Machine vices	15%
	(B) Chucks	15%
	(C) Jigs and fixtures	15%
	(D) Tool holders	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-49	Tools adapted for working in the hand, pneumatic or with self-contained internal combustion motors -	
	Pneumatic tools	15%
ex 84-50	Gas-operated welding, cutting and surface tempering appliances -	
	Welding machinery (other than tube-making machinery)	15%
ex 84-51	Typewriters, other than typewriters incorporating calculating mechanism; cheque-writing machines -	
	(A) Typewriters, other than electric typewriters :	
	(1) Of a weight not exceeding 22 lb.	£1.15s.0d.per machine or 20%, whichever is the greater, but not more than £3 per machine
	(2) Of a weight exceeding 22 lb.	£2 per machine or 20%, whichever is the greater, but not more than £3.10s.0. per machine
	(B) Cheque-writing machines	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-52	Calculating machines, cash registers and the like, postage-franking, ticket-issuing and other similar machines incorporating a recording and totalling device; accounting machines -	
	(A) Calculating machines (including adding machines), accounting machines (including listing machines, book-keeping machines, billing machines and posting machines), and combinations thereof	15%
	(B) Postage-franking machines	15%
	(C) Cash registers, with or without recording or totalling devices	10%
ex 84-54	Other office machinery and appliances (for example duplicating machines, addressing machines, coin-sorting and counting machines, pencil-sharpening machines, perforating and stapling machines) -	
	(A) Addressing machines	15%
	(B) Letter opening machines	15%
	(C) Letter sealing machines	15%
	(D) Stamp affixing machines	15%
	(E) Coin-sorting, counting and wrapping machines	15%
	(F) Perforating machines	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-54 (cont'd)	(G) Machines of the types used for the automatic production of typewritten correspondence	15%
ex 84-55	Parts of machinery or appliances of a kind falling within headings numbered 84-51, 84-52, 84-53 and 84-54 -	
	(A) Cases and other parts (not being ribbon spools or parts of such spools), of the following machines :	
	(1) Typewriters (including electric typewriters)	20%
	(2) Cheque-writing machines	20%
	(3) Machines of the types used for the automatic production of typewritten correspondence	20%
	(4) Calculating machines (including adding machines), accounting machines (including listing machines, book-keeping machines, billing machines and posting machines)	20%
	(B) Cash register parts (other than ribbon spools and parts of such spools)	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-56	Machinery for sorting, screening, washing, crushing, grinding or mixing earth, stone and similar solid substances; machinery for agglomerating or moulding solid fuels, ceramic paste, concrete, plastering materials and the like, or for shaping foundry moulds of sand -	
	Brick presses	15%
ex 84-57	Glass-working machines (other than machines for working glass in the cold), and machines for making electric lamp bulbs, lamps and valves -	
	(A) Automatic multi-head machines of the types used for :	
	(1) Bottle making	15%
	(2) Making glass stems for electric lamps	15%
	(3) Exhausting electric lamps and valves	15%
ex 84-59	Machinery or appliances not falling within any other heading in this Chapter -	
	(A) Rolling mill (metal working) machinery, the following :	
	(1) Working and transporter roller racks and tables	25%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-59 (cont'd)	(2) Ingot, slab, bar and plate tilters and manipulators	25%
	(3) Flying shears and strip coilers	25%
	(B) Parts of the machines described in subheading (A)	25%
ex 84-63	Shafts, gearing, gear-boxes, flywheels, clutches, pulleys, bearing blocks, shims and other transmission equipment for machinery -	
	Crankshafts, not being of a type suitable for use in motor vehicles or aircraft	15%
	CHAPTER 85	
ex 85-01	Electric generators, motors, transformers, converters (rotary or static), rectifiers, inductors, reactors, frequency transformers and similar machinery and apparatus, other than goods falling within heading No. 85-08, 85-09 or 85-21 -	
	Motors (other than gramophone motors, cinematograph motors and motor generators) from 1 to 10 horsepower	20%
ex 85-04	Electric accumulators -	
	Electric accumulators	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section ... Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 85 (cont'd)	
ex 85-05	Portable electro-mechanical tools adapted for working in the hand -	
	Tools	20%
ex 85-06	Electro-mechanical domestic appliances -	
	(A) Food mixers	15%
	(B) Dish washing machines	15%
	(C) Drink mixers	15%
	(D) Fruit juice extractors	15%
	(E) Food grinders or slicers	15%
	(F) Refuse disposal units	15%
	(G) Vacuum cleaners	15%
ex 85-07	Electric shavers and hair clippers -	
	Electric shavers and hair clippers	15%
ex 85-10	Electro-thermic apparatus (including electric furnaces and electric welding machines and apparatus) -	
	(A) Welding machinery (other than tube-making machinery)	15%
	(B) Cooking and heating apparatus, but not including:	10%
	(1) accessories and component parts of motor vehicles	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 85 (cont'd)	
ex 85-10 (cont'd)	(2) high frequency electronic heating apparatus	
	(3) laboratory apparatus	
ex 85-13	Electrical line telephonic and telegraphic apparatus (including such apparatus for carrier-current line systems) -	
	(A) Telephone instruments of the desk and wall types	15%
	(B) Teleprinters; morse transmitters and receivers; morse perforators and reperforators	15%
ex 85-14	Microphones and loudspeakers; electric amplifiers -	
	Loudspeakers of the cone type, with a diaphragm not exceeding 10 inches in diameter	20%
ex 85-15	Radiotelegraphic, radiotelephonic and television transmitters and receivers (including radio-gramophones and television cameras); radio navigational aid equipment; supersonic or electro-magnetic echo sounding apparatus -	
	(A) Radio-gramophones	20%
	(B) Wireless receiving sets of the domestic or portable type and wireless transmitting sets, not including sets designed or adapted for fitting to motor vehicles	20%
	(C) Dials	20%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 85 (cont'd)	
ex 85-20	Electric lighting lamps and tubes and arc lamps -	
	Arc lamps for cinematograph projectors	33⅓%
ex 85-24	Carbon of a kind used for the manufacture of electrical brushes, in blocks, plates and bars; arc lamp carbons, battery carbons, microphone carbons, carbon electrodes, carbon brushes and other electrical carbons -	
	(A) Primary battery carbons	20%
	(B) Arc lamp carbons :	
	(1) Carbons exceeding 14 millimetres in diameter	5s.per lb.
	(2) Other carbons	7s.6d.per lb.
	(C) Carbon parts of arc lamp carbons	7s.6d.per lb.
	CHAPTER 86	
ex 86-07	Railway and tramway goods vans, goods wagons and trucks, including vans, trucks and trailers constructed for use both on rails and on the road -	
	Vans, wagons and trucks constructed solely for use on railways or tramways not exceeding 3 feet in gauge	33⅓%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 86 (cont'd)	
ex 86-09	Parts of railway and tramway locomotives and rolling stock -	
	Parts of vans, wagons and trucks constructed solely for use on railways or tramways not exceeding three feet in gauge, other than complete roller bearing and ball bearing axle boxes	33⅓%
	CHAPTER 87	
ex 87-01	Tractors (other than those falling within heading No. 87-07), whether or not fitted with power take-offs, winches or pulleys -	
	(A) Agricultural tractors (not being track-laying tractors)	15%
	(B) Track laying tractors :	
	(1) Of a drawbar horse-power not exceeding 50	20%
	(2) Of a drawbar horse-power exceeding 50	15%
	(C) Other tractors of 25 horse-power or more	33⅓%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 87 (cont'd)	
ex 87-02	Motor vehicles (except tractors), not falling within any following heading of this Chapter -	
	Of 25 horse-power or more	33⅓%
ex 87-03	Motor breakdown lorries, fire-engines, fire-escapes, scavengers, spraying lorries, snow-ploughs, crane lorries, and similar special purpose motor vehicles -	
	Of 25 horse-power or more	33⅓%
ex 87-06	Parts and accessories of tractors and other motor vehicles -	
	Tracks or parts of tracks of track-laying tractors	15%
ex 87-08	Armoured fighting vehicles and armoured motor vehicles, whether or not fitted with weapons, and parts of such vehicles -	
	Vehicles of 25 horse-power or more	33⅓%
ex 87-09	Motor-cycles (including auto-cycles), with or without side-cars; side-cars of all kinds -	
	Motor-cycles (including auto-cycles)	22½%
	NOTE: The above concession shall not extend to side-cars fitted to motor-cycles	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 87 (cont'd)	
87-10	Cycles (including delivery tricycles), not motorised	20%
ex 87-12	Parts and accessories of articles falling within headings numbered 87-09, 87-10 and 87-11 -	
	Parts and accessories of cycles (including delivery tricycles), not motorised	20%
	CHAPTER 88	
ex 88-02	Flying machines, gliders and kites -	
	Flying machines, other than flying machines specially constructed so that they can also be used as road vehicles	20%
ex 88-03	Parts of balloons, airships, flying machines, gliders and kites -	
	Constructed or adapted solely for incorporation in flying machines	20%
	CHAPTER 90	
90-03	Frames, mountings, and parts thereof, for spectacles, pince-nez, lorgnettes, goggles and the like	25%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 90 (cont'd)	
ex 90-04	Spectacles, pince-nez, lorgnettes, goggles and the like, corrective, protective or other -	
	Not of optical glass nor optically worked, and not with protective side-shields	25%
ex 90-08	Cinematograph cameras (including aerial cinematograph and microphotographic cameras), and projectors, sound film recorders and soundheads for recorders and projectors, whether or not with lenses -	
	(A) Cinematograph projectors with or without stands or pedestals	33⅓%
	(B) Cameras (other than sound recording cameras) :	
	(1) For film of width 16 millimetres	33⅓%
	(2) For film of width 9.5 millimetres or less	40%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 90 (cont'd)	
ex 90-10	Auxiliary equipment and accessories for photography and cinematography (for example printing frames, driers, glazers, film printing, developing and synchronising apparatus, spools for winding film, screens for cinematograph projection, exposure meters) -	
	(A) Motion picture screens of cotton or flax	20%
	(B) Spools for photographic paper, paperboard, cloth or film (other than cinematograph film) and parts of such spools	25%
	(C) Cinematograph re-winds not constructed for attachment to cinematograph projectors	20%
ex 90-17	Medical, dental, surgical or veterinary instruments and appliances (including electro-medical apparatus and ophthalmic instruments) -	
	(A) Dental instruments and appliances :	
	(1) Amalgam instruments	20%
	(2) Burnishers	20%
	(3) Burs	20%
	(4) Carvers	20%
	(5) Elevators	20%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 90 (cont'd)	
ex 90-17 (cont'd)	(6) Engines, electric, dental	20%
	(7) Excavators	20%
	(8) Files	20%
	(9) Forceps	20%
	(10) Gags, mouth	20%
	(11) Mirrors, mouth, not optically worked	20%
	(12) Plastic filling instruments	20%
	(13) Pluggers	20%
	(14) Probes and explorers	20%
	(15) Pyorrhoea instruments	20%
	(16) Scalers and prophylactic instruments	20%
	(17) Spittoons	20%
	(18) Spotlights, electric, complete with attachment for fitting to pedestals or units; other than focussing spotlights	20%
	(19) Stoppers	20%
	(20) Trimmers	20%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 90 (cont'd)	
ex 90-19	Orthopaedic appliances (including surgical belts); artificial limbs, eyes, teeth and other artificial parts of the body; deaf-aids; splints and other fracture appliances -	
	(A) The following articles, not being articles manufactured wholly or mainly of wire :	15%
	(1) Trusses	
	(2) Arch supporters for feet	
	(3) Artificial limbs	
	(4) Crutches	
	(5) Splints and similar fracture supports	
	(B) Artificial teeth, crowns and facings (excluding teeth, crowns and facings for specimen purposes mounted on metal strips or having a number indelibly impressed or embossed on the front thereof) :	
	(1) Wholly or partly of metal	10s. per hundred or 15%, whichever is the greater
	(2) Other	3s. per hundred or 15%, whichever is the greater

60602 O - 56(Part 2) - 71

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 91	
ex 91-02	Clocks with watch movements (except marine time-keepers and instrument panel clocks) and alarm clocks -	
	(A) Alarm clocks :	
	(1) Of a value less than 12s. each	33⅓%
	(2) Of a value not less than 12s. each	25% or 4s. each, whichever is the greater
	CHAPTER 92	
ex 92-01	Pianos and other keyboard stringed instruments, including automatic pianos and pianos incorporating electrical means of amplifying sound; harps -	
	Harps	25%
92-02	Other string musical instruments	25%
ex 92-03	Pipe and reed organs, including harmoniums but excluding mouth organs; electronic organs -	
	Pipe and reed organs not including organs with electrical amplification	25%
92-05	Other wind musical instruments	25%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 92 (cont'd)	
ex 92-08	Musical instrument strings -	
	Strings other than those of a kind used on keyboard stringed instruments	25%
ex 92-09	Parts and accessories of musical instruments (other than strings), including perforated music rolls or discs, metronomes and tuning forks -	
	Parts and accessories of harps and of wind and string instruments falling within headings No. 92-02 and 92-05	25%
ex 92-10	Gramophones, dictaphones and other sound-recorders and reproducers -	
	(A) Dictating machines, being machines of the types used for recording dictated correspondence, and reproducing machines adapted for use in connection therewith	10%
	(B) Gramophones with electrical amplification	20%
ex 92-11	Gramophone records and other sound recordings; matrices for the production of records, prepared record blanks, film for mechanical sound recording, prepared tapes, wires, strips and like articles for recording sound -	
	Gramophone records for reproducing music	20%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 92 (cont'd)	
ex 92-12	Other accessories and parts of gramophones or other sound-reproducers and recorders -	
	Record shaving machines adapted for use in connection with dictating machines	10%
	CHAPTER 93	
ex 93-04	Other firearms, including line-throwing guns and the like -	
	Sporting guns with two or more smooth-bore barrels	25%
ex 93-06	Parts of arms, including roughly sawn gun stock blocks and gun barrel blanks, but not including parts of side-arms -	
	Wooden gun, carbine and rifle stock blocks, roughly shaped by sawing, and such blocks planed or polished, but not further manufactured	10%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 94	
ex 94-01	Chairs and other seats (including convertible bed-settees and the like), and parts thereof, of any materials-	
	(A) Chairs and other seats, of base metal	15%
	(B) Chairs of bentwood (not including bent plywood or laminated wood, willow, cane or wicker)	20%
ex 94-03	Other furniture and parts thereof, of any materials -	
	Tables, stands, desks, counters, bookcases, bookshelves, drawers, cupboards, storage bins, storage racks, lockers and cabinets (including filing cabinets), of base metal	15%
	CHAPTER 95	
ex 95-01	Worked tortoise-shell and articles of tortoise-shell -	
	Beads and bead trimming	15%
ex 95-02	Worked mother of pearl and articles of mother of pearl -	
	Beads and bead trimming	15%
ex 95-03	Worked ivory and articles of ivory -	
	Beads and bead trimming	15%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 95 (cont'd)	
ex 95-04	Worked bone (excluding whalebone) and articles of bone (excluding whalebone) -	
	Beads and bead trimming	15%
ex 95-05	Worked horns, coral and other animal carving material and articles of horn, coral and other animal carving material -	
	Beads and bead trimming	15%
ex 95-06	Worked vegetable carving material (for example corozo) and articles of vegetable carving material -	
	Beads and bead trimming	15%
ex 95-07	Worked jet (and mineral substitutes for jet), amber, meerschaum, agglomerated amber and agglomerated meerschaum, and articles of those substances -	
	Beads and bead trimming	15%
ex 95-08	Moulded or carved articles of wax, of stearin, of natural gums or resins (for example colophony or copal), of modelling wax, of gelatine not hardened, or of other similar materials -	
	(A) Beads and bead trimming	15%
	(B) Articles wholly of gelatine	20%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 96	
ex 96-02	Other brooms, brushes and mops (including brushes of a kind used as parts of machines) -	
	Brushes, bristle, mounted on mandrel, of a kind used in dentistry	20%
ex 96-05	Powder-puffs and pads for applying cosmetics, of any material -	
	Powder puffs	20%
	CHAPTER 97	
ex 97-04	Equipment for parlour, table and funfair games for adults or children (including billiard tables and pintables and table-tennis requisites) -	
	Coin or disc operated machines and parts thereof	20%
ex 97-06	Appliances, apparatus, accessories and requisites for gymnastics, athletics, or for sports and outdoor games -	
	(A) Golf club head blocks roughly shaped by sawing but not further manufactured	10%
	(B) Golf clubs of a value exceeding 17s. 6d. each	20%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 97 (cont'd)	
ex 97-06 (cont'd)	(C) Golf club shafts of a value exceeding 6s. 6d. each	20%
	(D) Golf tees of wood	20%
	(E) Golf club bags	20%
	(F) Roller skates	20%
ex 97-07	Fish hooks, line fishing rods and tackle, landing nets and the like; hunting requisites (for example snares and lines) -	
	(A) Fish hooks	25%
	(B) Fishing rods of iron or steel	15%
	(C) Fishing reels	15%
	CHAPTER 98	
ex 98-01	Buttons, studs, cuff-links, snap-fasteners, press-studs and push-buttons, including blanks for such articles -	
	(A) Snap-fasteners, push-buttons and studs	15%
	(B) Buttons other than those made wholly or partly of lamp-worked glass or cellulose acetate	30%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Division 1 (concluded)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 98 (cont'd)	
ex 98-04	Pen nibs and nib points -	
	Pen nibs	15%
ex 98-05	Pencils (excluding propelling and sliding pencils), pencil leads, slate pencils, crayons and pastels, drawing charcoals and writing and drawing chalks; tailors' and billiards chalks -	
	(A) Crayons, pastels and writing and drawing chalks	15%
	(B) Pencil leads	15%
98-11	Smoking pipes, pipe bowls, stems and other parts of smoking pipes (including blocks of wood or root roughly shaped); cigar and cigarette-holders and parts thereof	20%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Most-Favoured-Nation Tariff (continued)

Division 2

Rates chargeable in accordance with paragraph 3 at the head of this Schedule in relation to Articles listed or provided for in Division 1

Articles (i) which consist wholly or partly of lace or lace net of any kind or which consist wholly or partly of material by whatever process or stitch made which in appearance or pattern resembles lace or lace net; or	25%
(ii) which at any stage of manufacture have been subjected, as to the whole or a part thereof, to a process of embroidery by hand or machine needlework or to a process producing a similar effect; or	25%
(iii) which at any stage of manufacture have been subjected, as to the whole or a part thereof, to a process of stiletto work, borer work, cut work or drawn thread work, or to a process producing a similar effect	25%
Apparel made wholly or partly of feathers	25%
Articles of apparel (other than stockings and socks) made wholly or partly of silk or of synthetic or artificial textiles (continuous or discontinuous):	
(1) where the article is made wholly of silk or of synthetic or artificial textiles or where the value of the silk component or of the synthetic or artificial textile component or the aggregate of the values of all such components, as the case may be, exceeds 20% of the aggregate of the values of all the components of the article:	
(a) where any component is silk	33⅓% or 15s. the lb., whichever is the greater

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I

Most-Favoured-Nation Tariff (concluded)

Division 2

Rates chargeable in accordance with paragraph 3 at the head of this Schedule in relation to Articles listed or provided for in Division 1

Articles of apparel (other than stockings and socks) made wholly or partly of silk or of synthetic or artificial textiles (continuous or discontinuous) (cont'd):	
(1) (cont'd)	
(b) where no component is silk:	
(i) dresses and skirts (other than divided skirts)	30% or 6s. 9d. the lb., whichever is the greater
(ii) other	33⅓% or 7s. 6d. the lb., whichever is the greater
(2) where the value of the silk or of the synthetic or artificial textile component or the aggregate of the values of all such components, as the case may be, exceeds 5% but does not exceed 20% of the aggregate of the values of all the components of the article:	
(a) where any component is silk	22½% or 5s. the lb., whichever is the greater
(b) where no component is silk	22½% or 2s. 6d. the lb., whichever is the greater
(3) where the value of the silk or of the synthetic or artificial textile component or the aggregate of the values of all such components, as the case may be, does not exceed 5% of the aggregate of the values of all the components of the article:	
(a) where any component is silk	1s. the lb. or 20%, whichever is the greater
(b) where no component is silk	6d. the lb. or 20%, whichever is the greater

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II

Preferential Tariff

Tariff Item No.	Description of Products	Rate of Duty
	Articles of apparel (other than stockings and socks) made wholly or partly of silk or of synthetic or artificial textiles (continuous or discontinuous), being articles of apparel listed or provided for in Part I of this Schedule:	
	(1) where the article is made wholly of silk or of synthetic or artificial textiles or where the value of the silk or of the synthetic or artificial textile component or the aggregate of the values of all such components, as the case may be, exceeds 20% of the aggregate of the values of all the components of the article:	
	(a) where any component is silk:	
	(i) dresses and skirts (other than divided skirts)	33⅓% or 15s. the lb., whichever is the greater
	(ii) other	30% or 13s. 6d. the lb., whichever is the greater
	(b) where no component is silk	30% or 6s. 9d. the lb., whichever is the greater

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II

Tariff Item No.	Description of Products	Rate of Duty
	Articles of apparel (other than stockings and socks) made wholly or partly of silk or of synthetic or artificial textiles (continuous or discontinuous), being articles of apparel listed or provided for in Part I of this Schedule (cont'd) :	
	(2) where the value of the silk or of the synthetic or artificial textile component or the aggregate of the values of all such components, as the case may be, exceeds 5%, but does not exceed 20% of the aggregate of the values of all the components of the article:	
	(a) where any component is silk	20% or 4s.6d. the lb., whichever is the greater
	(b) where no component is silk	20% or 2s.3d. the lb., whichever is the greater
	(3) where the value of the silk or of the synthetic or artificial textile component or the aggregate of the values of all such components, as the case may be, does not exceed 5% of the aggregate of the values of all the components of the article :	
	(a) where any component is silk	10% or 1s. the lb., whichever is the greater
	(b) where no component is silk	10% or 6d. the lb., whichever is the greater

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 1	
01-02	Live bovine cattle (including buffalo)	Free
	CHAPTER 2	
ex 02-06	Meat and edible meat offals (except poultry liver), salted, dried, smoked, cooked or similarly treated -	
	Hams	Free
	NOTE: The quantity of hams permitted to be imported from all sources free of duty shall be not less than 775,000 cwt. a year. In respect of hams not permitted to be imported free of duty, the United Kingdom Government shall be free to charge duty at a rate not exceeding 5d. per lb.	
	CHAPTER 4	
ex 04-02	Milk and cream, preserved, concentrated or sweetened -	
	(A) Condensed milk, whole	Free††
	(B) Preserved milk (excluding condensed milk), not sweetened	Free
	††The Government of the United Kingdom shall be free to charge the appropriate sugar duty on sweetened condensed milk	
	NOTE: The expression "milk" in the above subheadings does not include buttermilk, whey, lactoserum, kephir, yoghourt or similar fermented milk	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 4 (cont'd)	
ex 04-04	Cheese and curd -	
	Cheese	Free
	CHAPTER 11	
ex 11-01	Cereal flours -	
	Wheat flour	Free
	CHAPTER 50	
50-01	Silk-worm cocoons suitable for reeling	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
50-02	Raw silk (not thrown) -	
	(A) Undischarged	
	(B) Wholly or in part discharged	
50-03	Silk waste (including cocoons unsuitable for reeling, silk noils and pulled or garnetted rags) -	
	(A) Undischarged and noils	
	(B) Other	
50-04	Silk yarn, other than yarn of waste or noil silk, not put up for retail sale -	
	(A) Containing undischarged silk, but no other silk	
	(B) Containing discharged or partly discharged silk	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 50 (cont'd)	
50-05	Yarn spun from silk waste other than noil, not put up for retail sale -	
	(A) Containing undischarged silk but no other silk	
	(B) Containing discharged or partly discharged silk	
ex 50-06	Yarn spun from noil silk, not put up for retail sale -	
	Containing no silk other than noil silk	
50-07	Silk yarn and yarn spun from waste or noil silk, put up for retail sale -	5/6 ths of the most-favoured-nation rates shown in Part I of this Schedule
	(A) Yarn containing undischarged but no other silk	
	(B) Yarn containing discharged or partly discharged silk:	
	(1) Yarn containing no silk other than noil silk	
	(2) Other yarn	
50-09	Woven fabrics of silk or of waste silk other than noil -	
	(A) Eastern fabrics of the varieties known as Shantung, Ninghai, Nanshan, Honan, Antung and Habutai:	
	(1) Not dyed or printed	
	(2) Dyed or printed	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 50 (cont'd)	
50-09 (cont'd)	(B) Other fabrics containing more than 10% by weight of silk:	
	(1) Fabrics exceeding 30 centimetres in width and containing more than 75% by weight of silk, wholly or partly discharged (other than noil), or such silk and synthetic or artificial textiles	
	(2) Fabrics exceeding 30 centimetres in width and containing more than 75% by weight of synthetic or artificial textiles:	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(a) Containing undischarged silk, but no noil silk or other wholly or partly discharged silk	
	(b) Containing noil silk, but no other wholly or partly discharged silk	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 50 (cont'd)	
50-09 (cont'd)	(B) (cont'd)	
	(3) Other fabrics:	
	(a) Containing undischarged silk, but no other silk	
	(b) Containing discharged or partly discharged silk (including noil silk)	
50-10	Woven fabrics of noil silk -	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(A) Fabrics exceeding 30 centimetres in width and containing more than 75% by weight of silk, wholly or partly discharged (other than noil) or such silk and synthetic or artificial textiles	
	(B) Fabrics exceeding 30 centimetres in width and containing more than 75% by weight of synthetic or artificial textiles but no wholly or partly discharged silk (other than noil)	
	(C) Other fabrics	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 51	
51-01	Yarn of continuous synthetic or artificial textiles, not put up for retail sale -	
	(A) Not containing silk	
	(B) Containing undischarged silk, but no other silk	
	(C) Containing discharged or partly discharged silk	
51-03	Yarn of continuous synthetic or artificial textiles, put up for retail sale -	
	(A) Not containing silk	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(B) Containing undischarged silk, but no other silk	
	(C) Containing discharged or partly discharged silk	
51-04	Woven fabrics of continuous synthetic or artificial textiles -	
	(A) Fabrics exceeding 30 centimetres in width and containing more than 75% by weight of synthetic or artificial textiles, but not including fabrics containing silk wholly or partly discharged other than noil silk:	
	(1) Containing no silk	
	(2) Containing undischarged silk, but no noil silk	
	(3) Containing noil silk	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 51 (cont'd)	
51-04 (cont'd)	(B) Fabrics exceeding 30 centimetres in width and containing more than 75% by weight of synthetic or artificial textiles and silk wholly or partly discharged other than noil silk	
	(C) Other fabrics:	
	(1) Containing no silk	
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk (including noil silk)	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	CHAPTER 53	
ex 53-06	Yarn of carded sheep's or lambs' wool (woollen yarn), not put up for retail sale -	
	(A) Yarn containing silk, synthetic or artificial textiles or silk and synthetic or artificial textiles:	
	(1) Not containing silk	
	(2) Containing undischarged silk, but no other silk	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item	Description of Products	Rate of Duty
	CHAPTER 53 (cont'd)	
ex 53-06 (cont'd)	(A) (cont'd)	
	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil silk	
	(b) Other	
ex 53-07	Yarn of combed sheep's or lambs' wool (worsted yarn), not put up for retail sale -	
	(A) Yarn containing silk, synthetic or artificial textiles or silk and synthetic or artificial textiles:	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(1) Not containing silk	
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil silk	
	(b) Other	
ex 53-08	Yarn of fine animal hair (carded or combed), not put up for retail sale -	
	(A) Yarn containing silk, synthetic or artificial textiles or silk and synthetic or artificial textiles:	
	(1) Not containing silk	
	(2) Containing undischarged silk, but no other silk	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No	Description of Products	Rate of Duty
	CHAPTER 53 (cont'd)	
ex 53-08 (cont'd)	(A) (cont'd)	
	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil silk	
	(b) Other	
ex 53-10	Yarn of sheep's or lambs' wool or other animal hair (fine or coarse), put up for retail sale -	
	(A) Yarn containing silk, synthetic or artificial textiles or silk and synthetic or artificial textiles:	
	(1) Not containing silk	
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk:	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(a) Containing no silk other than noil silk	
	(b) Other	
ex 53-11	Woven fabrics of sheep's or lambs' wool or of fine animal hair -	
	(A) Fabrics consisting by weight of not more than 10% of silk, synthetic or artificial textiles, or any combination thereof, and otherwise consisting either wholly of sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair or wholly of those materials and cotton, flax or cotton and flax:	

SCHEDULE XIX - UNITED KINGDOM (BTN NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 53 (cont'd)	
ex 53-11 (cont'd)	(A) (cont'd)	
	(1) Containing undischarged silk, but no other silk	
	(2) Containing discharged or partly discharged silk (including noil silk)	
	(3) Containing no silk	
	(B) Fabrics containing more than 10% by weight of synthetic or artificial textiles or of synthetic or artificial textiles and silk:	
	(1) Containing no silk	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk (including noil silk)	
	CHAPTER 54	
ex 54-03	Flax or ramie yarn, not put up for retail sale -	
	(A) Yarn containing silk, synthetic or artificial textiles, or silk and synthetic or artificial textiles:	
	(1) Not containing silk	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 54 (cont'd)	
ex 54-03 (cont'd)	(A) (cont'd)	
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil	
	(b) Other	
ex 54-04	Flax or ramie yarn, put up for retail sale -	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(A) Yarn containing silk, synthetic or artificial textiles or silk and synthetic or artificial textiles	
	(1) Not containing silk	
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil silk	
	(b) Other	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 54 (cont'd)	
ex 54-03 (cont'd)	(A) (cont'd)	
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil silk	
	(b) Other	
ex 54-04	Flax or ramie yarn, put up for retail sale -	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(A) Yarn containing silk, synthetic or artificial textiles or silk and synthetic or artificial textiles :	
	(1) Not containing silk	
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil silk	
	(b) Other	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 54 (cont'd)	
ex 54-05	Woven fabrics of flax or of ramie -	
	(A) Fabrics consisting by weight of not more than 10% of silk, synthetic or artificial textiles, or any combination thereof, and otherwise consisting either wholly of flax or wholly of flax and one or more of the following - cotton, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair:	
	(1) Containing undischarged silk, but no other silk	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(2) Containing discharged or partly discharged silk (including noil silk)	
	(3) Containing no silk	
	(B) Fabrics containing more than 10% by weight of synthetic or artificial textiles or of synthetic or artificial textiles and silk:	
	(1) Containing no silk	
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk (including noil silk)	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 55	
ex 55-05	Cotton yarn, not put up for retail sale -	
	(A) Yarn containing silk, synthetic or artificial textiles or silk and synthetic or artificial textiles:	
	(1) Not containing silk	
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil silk	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(b) Other	
ex 55-06	Cotton yarn, put up for retail sale -	
	(A) Yarn containing silk, synthetic or artificial textiles or silk and synthetic or artificial textiles:	
	(1) Not containing silk	
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk:	
	(a) Containing no silk other than noil silk	
	(b) Other	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 55 (cont'd)	
ex 55-09	Other woven fabrics, unfigured, of cotton -	
	(A) Fabrics consisting by weight of not more than 10% of silk, synthetic or artificial textiles, or any combination thereof, and otherwise consisting either wholly of cotton or wholly of cotton and one or more of the following - flax, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair:	
	(1) Containing undischarged silk, but no other silk	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(2) Containing discharged or partly discharged silk (including noil silk)	
	(3) Containing no silk	
	(B) Fabrics containing more than 10% by weight of synthetic or artificial textiles or of synthetic or artificial textiles and silk:	
	(1) Containing no silk	
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk (including noil silk)	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 55 (cont'd)	
ex 55-10	Other woven fabrics, figured, of cotton-	
	(A) Fabrics consisting by weight of not more than 10% of silk, synthetic or artificial textiles, or any combination thereof, and otherwise consisting either wholly of cotton or wholly of cotton and one or more of the following - flax, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair:	
	(1) Containing undischarged silk but no other silk	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(2) Containing discharged or partly discharged silk (including noil silk)	
	(3) Containing no silk	
	(B) Fabrics containing more than 10% by weight of synthetic or artificial textiles or of synthetic or artificial textiles and silk:	
	(1) Containing no silk	
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk (including noil silk)	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 56	
56-01	Discontinuous synthetic or artificial textiles ("staple fibre"), not carded, combed or otherwise prepared for spinning - (A) Fibres not exceeding 18 inches in length (B) Fibres exceeding 18 inches in length	
56-02	Waste (including yarn waste and pulled or garnetted rags) of synthetic or artificial textiles (continuous or discontinuous), not carded, combed or otherwise prepared for spinning	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
56-03	Synthetic or artificial textiles, discontinuous or waste, carded, combed or otherwise prepared for spinning - (A) Fibres not exceeding 18 inches in length, carded or combed, but not further prepared (B) Other: (1) Not containing silk (2) Containing undischarged silk but no other silk (3) Containing discharged or partly discharged silk	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 56 (continued)	
56-04	Yarn of discontinuous or waste synthetic or artificial textiles, not put up for retail sale -	
	(A) Not containing silk	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(B) Containing undischarged silk, but no other silk	
	(C) Containing discharged or partly discharged silk	
56-05	Yarn of discontinuous or waste synthetic or artificial textiles, put up for retail sale -	
	(A) Not containing silk	
	(B) Containing undischarged silk but no other silk	
	(C) Containing discharged or partly discharged silk	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 56 (cont'd)	
56-06	Woven fabrics of discontinuous or waste synthetic or artificial textiles -	
	(A) Fabrics exceeding 30 centimetres in width and containing more than 75% by weight of synthetic or artificial textiles, but not including fabrics containing silk wholly or partly discharged other than noil silk:	
	(1) Containing no silk	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(2) Containing undischarged silk, but no noil silk	
	(3) Containing noil silk	
	(B) Fabrics exceeding 30 centimetres in width and containing more than 75% by weight of synthetic or artificial textiles and silk wholly or partly discharged other than noil silk	
	(C) Other fabrics:	
	(1) Containing no silk	
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk (including noil silk)	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 58	
ex 58-04	Pile fabrics, chenille fabrics and boucle fabrics (other than terry towelling or other terry fabrics of cotton falling within heading No. 55-08 and fabrics falling within heading No. 58-05) -	
	(A) Fabrics consisting by weight of not more than 10% of silk, synthetic or artificial textiles, or any combination thereof, and otherwise consisting wholly of one or more of the following - cotton, flax, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair :	
	(1) Containing no silk	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk (including noil silk)	
	(B) Fabrics containing more than 10% by weight of silk, synthetic or artificial textiles or any combination thereof :	
	(1) Exceeding 30 centimetres in width and containing more than 75% by weight of silk wholly or partly discharged (other than noil silk) or such silk and synthetic or artificial textiles	

60602 O - 56(Part 2) - 73

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 58 (cont'd)	
ex 58-04 (cont'd)	(B) (cont'd)	
	(2) Exceeding 30 centimetres in width and containing more than 75% by weight of synthetic or artificial textiles but no silk wholly or partly discharged (other than noil silk):	
	(a) Containing no silk	
	(b) Containing undischarged silk, but no noil silk	
	(c) Containing noil silk	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(3) Other fabrics:	
	(a) Containing no silk	
	(b) Containing undischarged silk, but no other silk	
	(c) Containing discharged or partly discharged silk (including noil silk)	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 58 (cont'd)	
ex 58-05	Narrow woven fabrics and narrow fabrics consisting of warp without weft assembled by means of an adhesive, other than goods falling within heading No. 58-06 -	
	(A) Fabrics consisting by weight of not more than 10% of silk, synthetic or artificial textiles, or any combination thereof, and otherwise consisting wholly of one or more of the following - cotton, flax, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair:	
	(1) Containing no silk	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk (including noil silk)	
	(B) Fabrics containing more than 10% by weight of silk, synthetic or artificial textiles or any combination thereof:	
	(1) Containing no silk	
	(2) Containing undischarged silk, but no other silk	
	(3) Containing discharged or partly discharged silk (including noil silk)	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 59	
ex 59-17	Other textile fabrics and textile articles of a kind commonly used in machinery or plant - Bolting cloth, not made up, treated or operated upon, containing no other fibre than silk	
	CHAPTER 60	
ex 60-01	Knitted, netted or crocheted fabric, not elastic - (A) Fabrics consisting by weight of not more than 10% of silk, synthetic or artificial textiles, or any combination thereof, and otherwise consisting wholly of one or more of the following - cotton, flax, sheep's or lambs' wool, alpaca, mohair, cashmere, llama, vicuna or camels' hair: (1) Containing no silk (2) Containing undischarged silk, but no other silk (3) Containing discharged or partly discharged silk (including noil silk)	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART I (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 60 (cont'd)	
ex 60-01 (cont'd)	(B) Fabrics containing more than 10% by weight of silk, synthetic or artificial textiles or any combination thereof:	
	(1) Exceeding 30 centimetres in width and containing more than 75% by weight of silk wholly or partly discharged (other than noil silk) or such silk and synthetic or artificial textiles	
	(2) Exceeding 30 centimetres in width and containing more than 75% by weight of synthetic or artificial textiles but containing no silk wholly or partly discharged (other than noil silk):	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(a) Containing no silk	
	(b) Containing undischarged silk, but no noil silk	
	(c) Containing noil silk	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 60 (cont'd)	
ex 60-01 (cont'd)	(B) (cont'd)	
	(3) Other fabrics:	
	(a) Containing no silk	
	(b) Containing undischarged silk, but no other silk	5/6ths of the most-favoured-nation rates shown in Part I of this Schedule
	(c) Containing discharged or partly discharged silk (including noil silk)	
ex 60-03	Stockings, under-stockings, socks, ankle-socks, sockettes and the like, knitted, netted or crocheted, not elastic -	
	(A) Wholly of silk or containing silk components the value whereof exceeds 20% of the aggregate of the values of all the components thereof	27½% or 10s. the dozen pairs, whichever is the greater

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 60 (cont'd)	
ex 60-03 (cont'd)	(B) Made wholly of synthetic and/or artificial textiles, or containing synthetic and/or artificial textile components the value whereof exceeds 20% of the aggregate of the values of all the components, but containing no silk:	
	(1) Containing no synthetic textiles and where all the artificial textile consists of regenerated cellulose or cellulose acetate	30% or 6s. 9d. the dozen pairs, whichever is the greater
	(2) In other cases	30% or 9s. the dozen pairs, whichever is the greater
	CHAPTER 85	
ex 85-15	Radiotelegraphic, radiotelephonic and television transmitters and receivers (including radio-gramophones and television cameras); radio navigational aid equipment; supersonic or electro-magnetic echo sounding apparatus -	
	Radio-gramophones	13⅓%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 87	
ex 87-01	Tractors (other than those falling within heading No. 87-07), whether or not fitted with power take-offs, winches or pulleys -	
	Agricultural tractors (not being track-laying tractors)	15%
ex 87-09	Motor-cycles (including auto-cycles), with or without side-cars; side-cars of all kinds -	
	Motor-cycles (including auto-cycles)	22½%
	Note: The above concession shall not extend to side-cars fitted to motor-cycles	
	CHAPTER 91	
ex 91-02	Clocks with watch movements (except marine time-keepers and instrument panel clocks) and alarm clocks -	
	(A) Alarm clocks:	
	(1) Of a value less than 12s. each	22 2/9%
	(2) Of a value not less than 12s. each	16 2/3% or 2s. 8d. each, whichever is the greater

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 92	
ex 92-01	Pianos and other keyboard stringed instruments, including automatic pianos and pianos incorporating electrical means of amplifying sound; harps -	
	Harps	16⅔%
92-02	Other string musical instruments	16⅔%
92-05	Other wind musical instruments	16⅔%
ex 92-08	Musical instrument strings -	
	Strings other than those of a kind used on keyboard stringed instruments	16⅔%
ex 92-09	Parts and accessories of musical instruments (other than strings), including perforated music rolls or discs, metronomes and tuning forks -	
	Parts and accessories of harps and of wind and string instruments falling within headings No. 92-02 and 92-05	16⅔%

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Section A. Metropolitan Territory

PART II (concluded)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 92 (cont'd)	
ex 92-10	Gramophones, dictaphones and other sound-recorders and reproducers -	
	Gramophones with electrical amplification	13⅓%
ex 92-11	Gramophone records and other sound recordings; matrices for the production of records, prepared record blanks, film for mechanical sound recording, prepared tapes, wires, strips and like articles for recording sound -	
	Gramophone records for reproducing music	13⅓%

SCHEDULE XXI - INDONESIA

Rectifications or modifications to this Schedule are authentic only in the English language

PART I - Most-favoured-nation tariff

Item ex 58

This item shall read:

"58 I"

Item ex 62 II

This item shall read:

"ex 62 I"

Item ex 63

This item shall read:

"ex 63 II"

Item ex 103 I

Insert a comma after the word "packaging"

Item ex 118

This item shall read:

"ex 118 II b"

Item 142

Replace the colon after "n.s.m." by a semicolon

Item ex 165

This item shall read:

"Bakelite, galalith and the like, in blocks, raw sheets or lumps; synthetic resins, in pieces, scales, clots or powder"

Item ex 169 II

The word "from" shall read "form"

Item ex 170

This item shall be deleted

Item ex 175

This item shall read:

"175 I"

SCHEDULE XXI - INDONESIA
(contd.)

Item ex 188

The description and rate of duty of the sub-items IIa and IIb shall read:

"a in luxury packing ..... 30 p.c.
b in other packing, including packing in a coloured paper or in a paper bearing printed designs, but not pleated, nor bearing relief ornaments or covered with metal; with the exception of soap, packed in earthenware, porcelain, glass, celluloid or other plastic material, or in a soapbox, tube or similar article, intended for use by the purchaser ..... 18 p.c."

Item 223

Delete the sub-item number "ex" and substitute by:

"I"

Item ex 302

The sub-item numbers "1" and "2" shall read:

"I" and "II"

Item 304

The item number shall read:

"ex 304"

Item 477

The sub-item number "I" shall read:

"ex I"

Item 536

Insert a comma after the word "hollowed"

After item 568

Insert the following item:

"ex 574 Working, sorting or finishing tables, in so far as they may be considered as auxiliaries for industrial operations ..... 9 p.c."

Item 590 I

Delete sub-item no. "a"
Delete all of sub-item "b"

Item 643

This item shall read:

"ex 642"

SCHEDULE XXI - INDONESIA
(contd.)

Item 714 II

The description and rates of duty shall read:

"Other motors classified under this Item:

ex a	for railway and tramway locomotives and for airplanes	free
ex b	for tractors and similar tractive mechanisms not running on rails	9 p.c.
c	other motors	18 p.c."

Item 714 III

Sub-item number "ex a" shall read:

"ex a.(1)"

Sub-item number "ex b" shall read:

"(ii)"

Sub-item number "c." shall read:

"(iii)"

Item 771 I

This item shall read:

"ex 771"

Item ex 803

Sub-item number "a" shall read:

"ex I"

Sub-item number "b" shall read:

"II"

Item 804

In the last line of the description the word "tecnhical" shall read: technical".

Item 833

The description shall read:

"Tractors, walking tractors and similar tractive mechanisms, not running on rails, as well as clearly therefor intended parts"

Item ex 835 I

This item shall be deleted

SCHEDULE XXI - INDONESIA
(contd.)

Item 836

The words "833 and" shall be deleted and the word "Items" shall read:

"Item"

Sub-item I shall read:

"I. articles clearly intended to be used with vehicles which are not subject to a duty higher than 18 percent ad valorem... 18 p.c."

Item 877 II

This item shall read:

"ex 877"

Delete the word "Other" at the beginning of the description.

Sub-item number "I" shall read:

"II"

Sub-item number "II" shall read:

"III"

b. Schedules contained in Annexes A and B of the Annecy Protocol of Terms of Accession, dated 10 October 1949 [1]

Listes contenues aux Annexes A et B du Protocole d'Annecy des conditions d'adhésion, portant la date du 10 octobre 1949.

SCHEDULE II - BELGIUM - LUXEMBURG - NETHERLANDS

SECTION C - NEW GUINEA

Rectifications and modifications in Section C are authentic only in the English language

PART I - Most-Favoured-Nation Tariff

Item ex 436 I a

The description shall read:

" Marble, in blocks or slabs, smooth-surfaced, obtained by sawing, rough-hewing or squaring, neither ground (planed), polished, finished nor wrought in another way".

Item ex 436 II a

The description shall read:

" Marble, in blocks or slabs, ground (planed), polished, coated with enamel or painted ".

[1] TIAS 2100; 64 Stat., pt. 3, pp. B151, B347.

SCHEDULE IX - CUBA

Rectifications or modifications to this Schedule are authentic only in the English language

PART I - Most-Favoured-Nation Tariff

Before Item 137-C-Ex insert the following:

"137 Knit fabrics of flax or hemp with or without mixture of cotton or other vegetable fibers."

Before Item 140-Ex insert the following as a heading:

"140 Carpets:"

Item 198-Ex

Next line to the description of the Item insert the words:

"Plus an ad valorem duty of"

In the column "Rate of duty" at the level of the description of the Item, instead of "0.35 plus 10% ad val. per pair" insert:

"0.35 per pair"

At the level of "Plus an ad valorem duty of" appearing in the column "Description of products" insert in the column "Rate of duty":

"10%"

LISTE XI - FRANCE [1]

Seul fait foi le texte français des rectifications ou des modifications portant sur cette liste

Section A. Territoire métropolitain

PREMIERE PARTIE - Tarif de la nation la plus favorisée

Position ex 23 A:

La position doit se lire:

"Poissons d'eau douce frais (vivants ou morts) ou conservés à l'état frais:
- salmonidés:
-- truites ..... 20 %"

Position ex 171:

La position doit se lire:

"ex 171 B"

Position ex 434:

Supprimer le mot "autres:"dans la deuxième sous-position

Chapitre 32:

Le titre doit se lire:

"PRODUITS de la DISTILLATION du BOIS, des TEREBENTHINES et des RESINES non dénommés ni compris ailleurs"

Position 825 B

La position doit se lire:

"825 C"

Position ex 825 C (premier):

La position doit se lire:

"825 D"

Position ex 825 C (deuxième):

La position doit se lire:

"825 E"

[1] For the English language translation, see *post*, p. 2735.

60602 O - 56(Part 2) - 74

LISTE XI - FRANCE (Section A)

(suite)

Positions 1283 B et 1283 D:

Les deux positions doivent se lire:

"	Fer et aciers en blooms, brames, billettes, largets, ébauches en rouleaux pour tôles et ébauches de forge; fer et acier en poudre:	
ex 1283 B	-ébauches en rouleaux pour tôles:	
	-- en aciers non alliés spéciaux	16 %
ex 1283 C	- autres:	
	-- aciers non alliés spéciaux	8 %
	-- aciers alliés spéciaux, d'une teneur totale en tous éléments autres que le fer, le carbone, le soufre et le phosphore, de:	
	--- moins de 10%	8 %
	--- 10% et plus	8 %

LISTE XI - FRANCE

Le texte suivant remplace dorénavant
la Section C - Afrique Occidentale Française

Section C - Afrique Occidentale Française

Tarif de la nation la plus favorisée

Position du Tarif de l'AOF	Désignation des produits	Taux des droits
	Papiers et cartons non dénommés, formés en continu:	
	- non marqués, ni filigranés, ni satinés, ni frictionnés:	
	-- en un seul jet:	
11-22 b	--- papier et carton kraft	5%
	-- en deux ou plusieurs jets:	
ex 11-23	--- papier et carton kraft	5%
	- marqués, filigranés, satinés ou frictionnés:	
ex 11-25	-- papier et carton kraft	5%
	Articles d'éclairage et de chauffage non électriques:	
ex 18-32 a	- appareils d'éclairage, leurs parties et pièces détachées:	
	-- lampes à incandescence à combustibles liquides, du type à pression, en cuivre pur ou allié.....	7%
ex 18-32 b	- appareils de chauffage, leurs parties et pièces détachées:	
	-- réchauds à combustibles liquides du type à pression, en cuivre pur ou allié	7%
ex 18-23	Outillage mécanique à main:	
	- lampes à souder:	
	-- en cuivre pur ou allié	7%

LISTE XI - FRANCE (suite)

Section I - Madagascar et Dépendances

Première Partie - Tarif de la Nation la plus Favorisée

Position ex 767 A et B

La position doit se lire:

"ex 767 A"

SCHEDULE XII - INDIA

Rectifications or modifications to this Schedule are authentic only in the English language

PART I - Most-Favoured-Nation Tariff

Item Ex 40

The word "Anbius" shall read:

"Abies"

SCHEDULE XV - PAKISTAN

Rectifications or modifications to this Schedule are authentic only in the English language

PART I - Most-Favoured-Nation Tariff

Item 25(7)

This item shall read:

"Ex 25(7) Marble ..... 25 % ad val."

After Item ex 28(8)

Insert the following item:

"Ex 30 Pumice stone ..... 25 % ad val."

SCHEDULE XIX - UNITED KINGDOM

Rectifications or modifications to this Schedule are authentic only in the English language

Metropolitan Territory

PART I - Most-Favoured-Nation Tariff

Number existing note as paragraph 1.

Insert new paragraph 2 as follows :-

" 2. If the Government of the United Kingdom brings into force during the currency of this Agreement a Tariff based on the Brussels Convention for the Classification of Goods in Customs Tariffs, this Schedule shall cease to be valid upon the date on which such a Tariff enters into force, and shall be replaced by the Schedule in the new nomenclature which immediately follows this Schedule."

Insert Schedule XIX, transposed into the Brussels Nomenclature, as follows:-

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

This Schedule is authentic only in the English language

Metropolitan Territory

PART I

Most-Favoured-Nation Tariff

1. If the Government of the United Kingdom brings into force during the currency of this Agreement a Tariff based on the Brussels Convention for the Classification of Goods in Customs Tariffs, the following Schedule XIX shall replace, upon the date on which such a Tariff enters into force, the text of the Schedule XIX of concessions negotiated at Annecy current up to that date.

2. Any article listed in Part I of this Schedule which is liable in whole or in part to Revenue duties (a), may, unless expressly excepted in this Schedule, continue to be charged with those duties at the rates from time to time in force.

3. In this Schedule the qualification "R Grade" signifies that the product is "pure", "purissimum", "extra pure", "B.P.", "Ph.G.", "A.R.", "for analysis", "reagent", or of special quality for meeting special tests for purity.

(B.P. = British Pharmacopoeia
Ph.G. = German Pharmacopoeia
A.R. = Analytical Reagent).

4. The effect of several Section or Chapter notes (e.g. to Chapter 82) is that certain parts are to be classified in headings appropriate to the corresponding complete articles. To remove doubt, it is pointed out that for the purposes of this Schedule the United Kingdom concessions on articles set out as sub-headings do not extend to parts of those articles unless parts are expressly included.

(a) "Revenue duties" for the purposes of this Schedule means the duties set out in Part 6 of the "Customs and Excise Tariff of the United Kingdom of Great Britain and Northern Ireland in operation on the 1st August, 1948".

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 2	
ex 02-01	Meat and edible offals of the animals falling within heading No. 01-01, 01-02, 01-03 or 01-04, fresh, chilled or frozen -	
	Sweetbreads	Free
	CHAPTER 3	
ex 03-01	Fish, fresh (live or dead), chilled or frozen -	
	(A) Fish, fresh	10%
	(B) Fish roes, fresh, chilled or frozen	5%
ex 03-02	Fish, salted, dried or smoked -	
	(A) Fish, salted (other than wet salted split fish and fish preserved in brine)	10%
	(B) Fish roes	5%
ex 03-03	Crustaceans and molluscs, whether in shell or not, fresh (live or dead), chilled, frozen, salted, dried or cooked -	
	Prawns, fresh, chilled, salted or cooked	10%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 4	
ex 04-02	Milk and cream, preserved, concentrated or sweetened -	
	(A) Preserved milk (other than condensed milk), sweetened/	6s. per cwt.
	(B) Cream in hermetically sealed containers	10%
04-03	Butter	15s. per cwt.
ex 04-04	Cheese and curd -	
	(A) Blue-veined	10%
	(B) Other	15%
ex 04-05	Birds' eggs and egg yolks, fresh, dried or otherwise preserved, sweetened or not -	
	(A) Poultry eggs in shell:	
	(1) Not exceeding 14 lb. in weight per 120	1s. per 120
	(2) Over 14 lb., but not exceeding 17 lb. in weight per 120	1s. 6d. per 120
	(3) Over 17 lb. in weight per 120	1s. 9d. per 120
	CHAPTER 5	
05-13	Natural sponges	10%

/Note. The expression "milk" in this subheading does not include buttermilk, whey, lactoserum, kephir, yoghourt or similar fermented milk

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 7	
ex 07-01	Vegetables, fresh or chilled -	
	Horseradish	10%
	CHAPTER 8	
ex 08-04	Grapes, fresh or dried -	
	Currants	⁄2s. per cwt.
ex 08-05	Nuts other than those falling within heading No. 08-01, fresh or dried, shelled or not -	
	Almond nuts, shelled	10%
ex 08-11	Fruit (whole, in pieces or in pulp), in brine, in sulphur water or in other temporary preservative solution -	
	Cherries preserved in sulphur water or brine	10%
ex 08-13	Peel of melons and citrus and other fruit, fresh, frozen, dried, in brine, in sulphur water, or in other temporary preservative solution -	
	Citrus fruit peels in brine	12½%

⁄ Paragraph 2 at the head of this Schedule shall not apply to this item.

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 9	
ex 09-10	Saffron and other spices -	
	Saffron (crocus sativus) stigmas and styles, dried but not chopped, ground, manufactured or prepared	Free
	CHAPTER 12	
ex 12-07	Plants and parts (including seeds and fruit) of trees, bushes, shrubs or plants, being goods of a kind used primarily in perfumery, in pharmacy or for insecticidal, fungicidal and similar purposes, fresh or dried, whole, crushed, ground or powdered -	
	Ipecacuanha root	Free
ex 12-08	Locust beans, fresh or dried, whether or not kibbled or ground, but not further prepared; fruit kernels and other vegetable products of a kind used primarily for human food, not falling within any other heading -	
	Locust beans (ceratonia siliqua)	10%
ex 12-09	Cereal straw and husks, unprepared, or chopped but not otherwise prepared -	
	Straw	Free

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 12 (cont'd)	
ex 12-10	Mangolds, swedes, fodder roots; hay, lucerne, clover, sainfoin and similar vegetable products (excluding goods falling within heading No. 12-09) of a kind used for animal food, green or dried, whole, cut or chopped -	
	Hay	Free
	CHAPTER 13	
ex 13-02	Shellac, seed lac, stick lac and other lacs; natural gums, resins, gum-resins and balsams -	
	Mastic, being solid natural resin	Free
	CHAPTER 15	
ex 15-02	Tallow (including "premier jus") and animal fats used for the production of tallow -	
	Tallow (including "premier jus")	10%
ex 15-04	Fats and oils derived from fish and marine animals, crude or refined, but not further prepared -	
	Cod liver oil imported unmixed in casks, drums or other receptacles, capable of holding at least 20 gallons and without internal oontainers	1s. per gallon

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 15 (cont'd)	
ex 15-07	Fixed oils of vegetable origin, fluid or solid, crude, refined or purified -	
	Palm kernel oil	10%
ex 15-12	Fats and oils hydrogenated but not further prepared -	
	Whale oil	Free
	CHAPTER 16	
16-01	Sausages and the like of meat or meat offal	20%
ex 16-02	Other prepared or preserved meat or meat offal -	
	(A) Poultry and meat pastes of a value not exceeding 10s. per lb.	20%
	(B) Canned pork or ham (not including bacon or tongues) not ground, minced, diced or chopped	10%
ex 16-04	Prepared or preserved fish, including caviar and caviar substitutes and fish soups -	
	(A) Fish roes, other than caviar and caviar substitutes	5%
	(B) Herrings, brisling, mackerel, tunny, canned	10%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 16 (cont'd)	
ex 16-04 (cont'd)	(C) Paste consisting, or apart from flavourings or colouring matter consisting, wholly of fish, or wholly of a mixture of fish and shell fish, and a farinaceous filler	10%
ex 16-05	Crustaceans and molluscs, prepared or preserved, including soups -	
	Paste consisting, or apart from flavourings or colouring matter consisting, wholly of shell fish, or wholly of a mixture of shell fish and fish, and a farinaceous filler	10%
	CHAPTER 19	
ex 19-07	Bread, ships' biscuits and other ordinary bakers' wares, not containing sugar, honey, eggs, fats, cheese or fruit -	
	Hard crisp bread made from rye flour and yeast, with the inclusion of not more than 5 per cent of wheat flour	10%
	CHAPTER 20	
ex 20-02	Vegetables preserved otherwise than by vinegar or acetic acid -	
	Tomatoes preserved in airtight containers	10%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 20 (cont'd)	
ex 20-04	Fruit, fruit-peel, and parts of plants preserved by sugar (drained, glace or crystallised)	
	Peel	20%
ex 20-06	Fruit, including crushed fruit, otherwise preserved, whether or not containing added sugar or spirit	
	Cherries preserved by sulphur dioxide solution or brine	10%
ex 20-07	Fruit and vegetable juices, whether or not containing added sugar, but unfermented and not containing spirit -	
	Citrus fruit juices (other than grapefruit juice, and orange juice whether containing the detached cells of the fruit or not), unsweetened	15%
	CHAPTER 22	
22-04	Grape must, in fermentation or with fermentation arrested otherwise than by addition of alcohol	10%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 25	
ex 25-13	Pumice stone, emery, natural corundum and other natural abrasives -	
	(A) Emery:	
	(1) Ground or powdered	10%
	(2) Other	Free
ex 25-15	Marble, travertine, ecaussine and similar calcareous rocks of an apparent density of 2.5 or more, and alabaster, including such rocks in roughly squared or sawn blocks, slabs or sheets; granules and chippings thereof -	
	Marble and marble chippings	10%
ex 25-16	Granite, porphyry, basalt, sandstone and other monumental and building stone, including such stone in roughly squared or sawn blocks, slabs or sheets, but excluding macadam -	
	(A) Granite, raw, in blocks	10%
	(B) Granite in slabs or sheets of not less than $\frac{3}{4}$ inch in thickness and sawn on one or two sides only	10%
ex 25-31	Felspar and fluorspar -	
	(A) Felspar:	
	(1) Ground or powdered	5%
	(2) Other	Free

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 26	
ex 26-01	Metallic ores and concentrates and roasted iron pyrites -	
	(A) Bauxite	Free
	(B) Titanium ores and concentrates thereof	Free
	CHAPTER 28	
ex 28-11	Arsenic trioxide, arsenic pentoxide and acids of arsenic -	
	Arsenic trioxide	Free
ex 28-17	Sodium hydroxide (caustic soda); potassium hydroxide (caustic potash); peroxides of sodium and potassium -	
	Sodium hydroxide, R Grade	10%
ex 28-32	Chlorates and perchlorates -	
	(A) Potassium chlorate	10%
	(B) Sodium chlorate	10%
ex 28-56	Carbides (for example silicon carbide, boron carbide, metallic carbides) -	
	(A) Carborundum, being crystalline silicon carbide, crude, unground	Free
	(B) Calcium carbide	Free

60602 O - 56(Part 2) - 75

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 29	
ex 29-14	Monoacids and their anhydrides, acid halides and acid peroxides; halogenated, sulphonated or nitrated derivatives of monoacids -	
	Abietic acid	Free
ex 29-16	Alcohol acids, aldehyde-acids and ketone-acids, phenol-acids and other complex oxygen-function acids, their anhydrides, acid halides and acid peroxides; their halogenated, sulphonated or nitrated derivatives -	
	Calcium tartrate, other than R Grade	Free
ex 29-27	Imides and imines and their substitution derivatives -	
	Dicyandiamide	10%
	CHAPTER 30	
ex 30-01	Organo-therapeutic glands and other organs, dried, whether or not powdered; extracts of organo-therapeutic glands or organs -	
	(A) Chorionic gonadotrophin and serum gonadotrophin	10%
	(B) Liver extracts (including the active principles of liver)	10%
	(C) Extracts of the following glands:-	10%
	(i) Thyroid, (ii) Parathyroid, (iii) Pituitary, (iv) Suprarenal cortex	

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 30 (cont'd)	
ex 30-03	Medicaments (including veterinary medicaments) -	
	Preparations of or containing the following:-	10%
	(i) Chorionic gonadotrophin and serum gonadotrophin	
	(ii) Liver extracts and active principles of liver	
	(iii) Thyroid, parathyroid, pituitary or supra-renal cortex glands	
	CHAPTER 31	
ex 31-02	Mineral or chemical fertilisers, nitrogenous -	
	(A) Calcium cyanamide	Free
	(B) Calcium nitrate, other than R Grade	Free
	CHAPTER 32	
ex 32-04	Colouring matter of vegetable origin (including dyewood extract and other vegetable dyeing extracts, but excluding indigo) or of animal origin (including natural colour lakes) -	
	Annatto colouring	10%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 33	
ex 33-01	Essential or volatile vegetable oils, liquid or concrete, terpeneless or not; resinoids -	
	(A) Essential oils, natural but not terpeneless, the following:	
	(1) Bergamot	Free
	(2) Lemon	Free
	(3) Mandarin	Free
	CHAPTER 38	
ex 38-05	Tall oil (residual product of the manufacture of wood pulp by the alkali process), crude or distilled -	
	Crude	10%
38-06	Lignosulphites (residual products of the manufacture of wood pulp by the bisulphite process)	10%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 39	
ex 39-03	Regenerated cellulose; cellulose nitrate, acetate and other cellulose esters, cellulose ethers and other cellulose derivatives, plasticised or not (for example vulcanised fibre, collodion, celluloid, varnish bases (dry or pasty extracts)) -	
	(A) Sodium carboxy methyl cellulose	33⅓%
	(B) Ethyl hydroxyethyl cellulose	33⅓%
	(C) Methyl cellulose	33⅓.
	CHAPTER 42	
ex 42-02	Travel goods (for example trunks, suit-cases, hat-boxes, travelling bags, haversacks, knapsacks, rucksacks, kitbags), handbags, wallets, purses, satchels, brief-cases, collar boxes, dressing cases, pouches, toilet bags, tool cases and similar containers of leather or of composition leather, of vulcanised fibre, of synthetic plastic material, of paperboard or of textile fabric -	
	(A) Rucksacks, adapted at the bottom as well as at the top for strapping to the back	20%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 42 (cont'd)	
ex 42-02 (cont'd)	(B) Handbags, shopping bags and similar receptacles with fastenings or frames (or other stiffeners) of wood, with or without small fittings of base metal or textile linings, which otherwise consist wholly of sisal	15%
	CHAPTER 44	
	Note: Throughout this Chapter "standard" means the standard of 165 cubic feet.	
ex 44-03	Roundwood in the rough, whether or not stripped of its bark or roughed down by means of axe or adze -	
	(A) Pitprops	Free
	(B) Wood of coniferous species	8s. per standard
	Provided that if the Government of the United States of America notifies the Government of the United Kingdom that the tax imposed on the importation of lumber into the United States of America under Section 3424 of the Internal Revenue Code, has been removed; then, for so long as imports into the United States of America of lumber and timber described in Paragraph 401 of the Tariff Act of 1930 and originating in Canada are exempt from ordinary customs duties and charges in excess of 50 cents per thousand board feet, imports into the United Kingdom of wood and timber of coniferous species originating in the United States of America shall be accorded customs treatment as follows, instead of that provided for above:-	

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-03 (cont'd)	(C) Wood of coniferous species:	
	(1) 9 inches or more in width throughout its length and 15 feet or more in length	Free
	(2) Other:	
	(a) Of a value of £17. 12s. or more per standard	Free
	(b) Of a value of less than £17. 12s. per standard	8s. per standard.
	Note: Section 3424 of the Internal Revenue Code (enacted in 1939) is identical in substance with and replaces Section 601 (c) (6) of the Revenue Act of 1932 as amended by Section 704 of the Revenue Act of 1938	

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-04	Wood, roughly squared or half-squared, but not further manufactured -	
	(A) Pitbars	Free
	(B) Wood of coniferous species	8s. per standard
	Provided that if the Government of the United States of America notifies the Government of the United Kingdom that the tax imposed on the importation of lumber into the United States of America under Section 3424 of the Internal Revenue Code, has been removed; then, for so long as imports into the United States of America of lumber and timber described in Paragraph 401 of the Tariff Act of 1930 and originating in Canada are exempt from ordinary customs duties and charges in excess of 50 cents per thousand board feet, imports into the United Kingdom of wood and timber of coniferous species originating in the United States of America shall be accorded customs treatment as follows, instead of that provided for above:-	

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-04 (cont'd)	(C) Wood of coniferous species:	
	(1) 9 inches or more in width throughout its length and 15 feet or more in length	Free
	(2) Other:	
	(a) Of a value of £17. 12s. or more per standard	Free
	(b) Of a value of less than £17. 12s. per standard	8s. per standard
	Note: Section 3424 of the Internal Revenue Code (enacted in 1939) is identical in substance with and replaces Section 601 (c) (6) of the Revenue Act of 1932 as amended by Section 704 of the Revenue Act of 1938	
ex 44-05	Wood sawn or cut lengthwise but not further prepared, of a thickness exceeding five millimetres -	
	(A) Halved pitbars	Free
	(B) Softwood weatherboards	7½%
	(C) Softwood boxboards	10%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-05 (cont'd)	(D) Wood of coniferous species (other than boxboards and sleeper blocks)	8s. per standard
	Provided that if the Government of the United States of America notifies the Government of the United Kingdom that the tax imposed on the importation of lumber into the United States of America under Section 3424 of the Internal Revenue Code, has been removed; then, for so long as imports into the United States of America of lumber and timber described in Paragraph 401 of the Tariff Act of 1930 and originating in Canada are exempt from ordinary customs duties and charges in excess of 50 cents per thousand board feet, imports into the United Kingdom of wood and timber of coniferous species originating in the United States of America shall be accorded customs treatment as follows, instead of that provided for above:-	

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-05 (cont'd)	(E) Wood of coniferous species (other than boxboards and sleeper blocks):	
	(1) 9 inches or more in width throughout its length and 15 feet or more in length	Free
	(2) Other:	
	(a) Of a value of £17. 12s. or more per standard	Free
	(b) Of a value of less than £17. 12s. per standard	8s. per standard
	Note: Section 3424 of the Internal Revenue Code (enacted in 1939) is identical in substance with and replaces Section 601 (c) (6) of the Revenue Act of 1932 as amended by Section 704 of the Revenue Act of 1938	
ex 44-07	Railway or tramway sleepers of wood -	
	Softwood sleepers, not further prepared than sawn, 8 feet 6 inches in length, 5 inches in depth, and either 10 inches or 12 inches in width	10%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-13	Wood (including blocks, strips and friezes for parquet, not assembled), planed, tongued, grooved, rebated, chamfered, V-jointed, centre V-jointed, beaded or centre-beaded and the like, but not further manufactured -	
	(A) Softwood weatherboards	7½%
	(B) Softwood boxboards, planed, tongued or grooved	10%
	(C) Other softwood boards, less than 2 inches in thickness and 4 inches or more in width	7½%
ex 44-15	Plywood (including blockboard, laminboard and battenboard) and veneered wood, whether or not containing any material other than wood -	
	Plywood faced with birch	10%
ex 44-21	Complete wooden packing cases, boxes, crates, drums and similar packings imported assembled, unassembled or partly assembled -	
	(A) Imported unassembled and consisting of softwood boxboards, not dove-tailed, mortised or tenoned at the ends	10%
	(B) Imported unassembled and consisting of softwood boards, dove-tailed, mortised or tenoned at the ends	15%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-23	Builders' carpentry and joinery (including prefabricated and sectional buildings and assembled parquet flooring panels) -	
	(A) Doors of a height and width not less than 6 feet and 2 feet respectively	1s. 6d. each or 15%, whichever is the greater
	(B) Other (excluding assembled parquet flooring panels)	15%
ex 44-26	Turned spools, cops, bobbins, sewing thread reels and the like, of wood -	
	Sewing thread reels, punched longitudinally and not exceeding in length 5 inches and in diameter at the ends $2\frac{1}{2}$ inches	5%
ex 44-28	Other articles of wood -	
	(A) Board consisting of an inner layer of thin strips of wood or of blocks of wood not exceeding 1 inch by $1\frac{1}{4}$ inches in cross-section, covered on both sides with one or more layers of paper or paperboard	15%
	(B) Pallets, being flat platforms of a kind used with fork-lift trucks having two-tongue forks	Free

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 44 (cont'd)	
ex 44-28 (cont'd)	(C) Spring blind or shade rollers, whether with brackets or laths or not, and whether in sets or not, and rollers therefor bored at one or both ends or further manufactured	10%
	(D) Softwood boxboards (other than in sets), lock-jointed or glued, but not dove-tailed, mortised or tenoned at the ends	10%
	CHAPTER 46	
ex 46-03	Articles of basketwork or wickerwork made directly to shape from plaiting materials; articles made up from goods falling within heading No. 46-01 or 46-02 -	
	Handbags, shopping bags and similar receptacles with fastenings or frames (or other stiffeners) of wood, with or without small fittings of base metal or textile linings, which otherwise consist wholly of sisal	15%
	CHAPTER 47	
ex 47-01	Pulp derived by mechanical or chemical means from any fibrous vegetable material -	
	Wood pulp	Free

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 48	
	Note: Throughout this Chapter "standard ream" means a ream of 480 sheets of double crown measuring 30 inches by 20 inches when fully extended.	
ex 48-01	Paper and paperboard (including cellulose wadding), machine made, in rolls or sheets -	
	(A) Of a weight equivalent to not more than 90 lb. to the standard ream, not being paper imported solely for the purpose of being spun into yarn:	
	(1) Tissue paper	16 2/3%
	(2) Writing paper in sheets measuring not less than 16½ inches by 21 inches	16 2/3%
	(3) Newsprint, that is to say, paper in rolls, having a water absorbency when tested by the one-minute Cobb method of not less than 45 grammes per square metre, containing not less than 70 per cent of mechanical wood pulp, and of a weight of not less than 20 lb. or more than 25 lb. to the standard ream	Free

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 48 (cont'd)	
ex 48-01 (cont'd)	(A) (cont'd)	
	(4) Paper of a weight equivalent to more than 7 lb. to the standard ream:	
	(a) Manufactured wholly of sulphate cellulose fibre	16 2/3%
	(b) Machine glazed (except imitation kraft and fully bleached white poster)	16 2/3%
	(5) Other (except imitation kraft)	20%
	(B) Of a weight equivalent to more than 90 lb. to the standard ream:	
	(1) Kraft board, imported in reels	15%
	(2) Other (except unlined strawboard)	20%
48-02	Hand-made paper and paperboard -	
	(A) Tissue paper	16 2/3%
	(B) Writing paper in sheets measuring not less than 16½ inches by 21 inches	16 2/3%
	(C) Other	20%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 48 (cont'd)	
ex 48-03	Parchment or greaseproof paper and paperboard, and imitations thereof, and glazed transparent paper, in rolls or sheets -	
	(A) Greaseproof paper of a weight equivalent to more than 7 lb. but not more than 90 lb. to the standard ream	16 2/3%
	(B) Other (except imitation greaseproof)	20%
ex 48-05	Paper and paperboard, corrugated (with or without flat surface sheets), creped, crinkled, embossed or perforated, in rolls or sheets -	
	(A) Of a weight equivalent to not more than 90 lb. to the standard ream (not being corrugated with flat surface sheets):	
	(1) Tissue paper	16 2/3%
	(2) Paper of a weight equivalent to more than 7 lb. to the standard ream:	
	(a) Manufactured wholly of sulphate cellulose fibre	16 2/3%
	(b) Machine glazed (except imitation kraft and fully bleached white poster)	16 2/3%
	(c) Greaseproof	16 2/3%

60602 O - 56(Part 2) - 76

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 48 (cont'd)	
ex 48-05 (cont'd)	(A) (cont'd)	
	(3) Other (except imitation kraft and imitation greaseproof)	20%
	(B) Of a weight equivalent to more than 90 lb. to the standard ream (not being corrugated with flat surface sheets):	
	(1) Kraft board, imported in reels	15%
	(2) Other	20%
48-06	Paper and paperboard, ruled, lined or squared, but not otherwise printed, in rolls or sheets -	
	(A) Writing paper in sheets measuring not less than 16½ inches by 21 inches	16 2/3%
	(B) Paper manufactured wholly of sulphate cellulose fibre, of a weight equivalent to more than 7 lb. but not more than 90 lb. to the standard ream	16 2/3%
	(C) Other	20%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 48 (cont'd)	
ex 48-07	Coated (including surface-coloured or design-printed) or impregnated paper and paperboard, in rolls or sheets; presspan and the like, in rolls or sheets -	
	(A) Of a weight equivalent to not more than 90 lb. to the standard ream:	
	(1) Tissue paper	16 2/3%
	(2) Writing paper in sheets measuring not less than 16½ inches by 21 inches	16 2/3%
	(3) Of a weight equivalent to more than 7 lb. to the standard ream:	
	(a) Manufactured wholly of sulphate cellulose fibre	16 2/3%
	(b) Machine glazed (except imitation kraft and fully bleached white poster)	16 2/3%
	(c) Greaseproof	16 2/3%
	(4) Other (except imitation kraft and imitation greaseproof)	20%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 48 (cont'd)	
ex 48-07 (cont'd)	(B) Of a weight equivalent to more than 90 lb. to the standard ream:	
	(1) Kraft board, imported in reels	15%
	(2) Other (except unlined strawboard)	20%
	CHAPTER 59	
ex 59-06	Other articles of twine, cordage, rope or cables -	
	Handbags, shopping bags and similar receptacles with fastenings or frames (or other stiffeners) of wood, with or without small fittings of base metal or textile linings, which otherwise consist wholly of sisal	15%
	CHAPTER 64	
ex 64-05	Parts of footwear (including uppers, in-soles and screw-on heels), of any material except metal -	
	Wooden heels, turned or otherwise finished	20%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 68	
ex 68-02	Worked monumental or building stone (except slate) or steatite, and articles thereof, other than goods falling within heading No. 68-01 -	
	Granite, dressed, polished, carved or otherwise worked (other than granite planed on one or two sides only but not further worked)	30%
ex 68-04	Millstones, grindstones, cutting and polishing wheels and the like, of natural stone or natural or artificial abrasive (agglomerated or not), or of pottery, with or without axles, but not mounted; segments and other finished parts of such stones and wheels -	
	Articles consisting, apart from any small fittings, wholly of grains of emery, silicon carbide or corundum (natural or artificial) in homogeneous bonding media	20%
ex 68-05	Whetstones, oilstones, hones and the like of natural stone, of natural or artificial abrasives (agglomerated or not), or of pottery -	
	Articles consisting, apart from any small fittings, wholly of grains of emery, silicon carbide or corundum (natural or artificial) in homogeneous bonding media	20%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No	Description of Products	Rate of Duty
	CHAPTER 70	
ex 70-18	Optical glass and optical elements, not optically worked (including such elements for corrective spectacle lenses) -	
	Lighthouse lenses, being dioptric drum lenses of external diameter not less than 10 inches	33⅓%
	CHAPTER 73	
ex 73-01	Pig iron and spiegeleisen -	
	(A) Vanadium-titanium pig iron produced in an electric furnace	Free
	(B) Pig iron, smelted wholly with charcoal	Free
ex 73-02	Ferro-alloys -	
	(A) Silico-manganese	Free
	(B) Ferro-silicon containing not less than 20 per cent of silicon	Free
	(C) Ferro-chromium	Free
	(D) Ferro-molybdenum, ferro-vanadium and ferro-tungsten	33⅓%
ex 73-06	Puddle bars and pilings; ingots of iron or steel -	
	Manufactured entirely from pig iron smelted wholly with charcoal	Free

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 73 (cont'd)	
ex 73-07	Blooms, billets, slabs and sheet bars (including tinplate bars), and roughly forged pieces, of iron or steel -	
	Of wrought iron produced by puddling with charcoal from pig iron smelted wholly with charcoal	Free
ex 73-10	Bars and rods (including wire rod) of iron or steel, hot-rolled, forged or cold-finished (including precision-made); hollow mining drill steel -	
	(A) Bars and rods of wrought iron produced by puddling with charcoal from pig iron smelted wholly with charcoal	Free
	(B) Other bars and rods, of a value exceeding £35 per ton but not exceeding £70 per ton	20%
ex 73-12	Hoop and strip of iron or steel, hot-rolled or cold-rolled -	
	(A) Bandsaw hoop and strip over 4 inches wide and from 19 to 12 gauge (Birmingham wire gauge) in thickness	10%
	(B) Hoop and strip of a value exceeding £80 per ton, other than:	20%
	(1) Exceeding 12 inches in width, in the flat	

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 73 (cont'd)	
ex 73-12 (cont'd)	(B) (cont'd)	
	(2) Hot-rolled over 10 inches in width, in coils or flattened coils weighing more than 3 cwts	
	(3) Bandsaw hoop and strip over 4 inches wide and from 19 to 12 gauge (Birmingham wire gauge) in thickness	
ex 73-15	Alloy steel and high carbon steel in the forms mentioned in headings numbered 73-06 to 73-14 -	
	(A) Bandsaw hoop and strip over 4 inches wide and from 19 to 12 gauge (Birmingham wire gauge) in thickness	10%
	(B) Cold-rolled machinery belting (including conveyor and elevator bands) exceeding 10 inches but not exceeding 32 inches in width, imported in coils:	10%
	(1) Of stainless steel, or	
	(2) Hardened and tempered, of charcoal steel	

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 73 (cont'd)	
ex 73-15 (contId)	(C) Wire, bars and rods (of diameter not exceeding 1 inch) and hoop and strip, heat resisting and not plated, coated or covered, containing by weight the following:-	20%
	Not less than per cent / Not more than per cent	
	Chromium 19.5 / 26 Alumium 3.5 / 6.5 Cobalt 1.5 / 4	
	and not more than a total of 3 per cent by weight of substances other than chromium, aluminium, cobalt and iron	
	(D) Bars and rods of a value exceeding £35 per ton but not exceeding £70 per ton	20%
	(E) Hoop and strip of a value exceeding £80 per ton, other than:	20%
	(1) Exceeding 12 inches in width, in the flat	
	(2) Hot-rolled over 10 inches in width, in coils or flattened coils weighing more than 3 cwts	
	(3) Bandsaw hoop and strip over 4 inches wide and from 19 to 12 gauge (Birmingham wire gauge) in thickness	

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 73 (cont'd)	
ex 73-18	Tubes and pipes of iron (other than of cast iron) or steel, excluding high-pressure hydro-electric conduits -	
	(A) Hot finished seamless tubes and pipes (including hollows), of plain carbon steel	£10 per ton or 25%, whichever is the greater
	Note: The Government of the United Kingdom undertakes to make provision for the admission of the products provided for under the above item, up to a maximum quantity of 5,000 tons per annum from all sources, at a rate of duty not exceeding 15 per cent	
	(B) Seamless tubes and pipes (including hollows), of steel containing not less than 0.90 per cent and not more than 1.30 per cent, by weight, of carbon, and not less than 0.90 per cent and not more than 1.65 per cent, by weight, of chromium	£10 per ton or 25%, whichever is the greater
ex 73-23	Casks, drums, cans, boxes and other similar containers, of sheet or plate iron or steel, of a description commonly used for the conveyance or packing of goods -	
	Churns for the conveyance of milk	15%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 73 (cont'd)	
ex 73-32	Bolts and nuts (including bolt ends, screw studs and other screws for metal), whether or not threaded or tapped, screws for wood, screw hooks, screw rings and screw knobs, of iron or steel; rivets (excluding tubular or bifurcated), cotters, cotter-pins, washers and spring washers, of iron or steel -	
	(A) Screws for wood (other than coach screws, screw hooks, screw rings and screw knobs)	2½d. per gross or 3½d. per lb., whichever is the greater
	(B) Screw hooks	20%
ex 73-36	Stoves, grates, kitchen ranges, cookers, fires and the like (including combined stoves and boilers), not electrically operated, and parts thereof, of iron or steel -	
	Stoves for domestic heating with solid fuel	15%
	CHAPTER 74	
ex 74-11	Woven wire (including wire gauze and wire cloth), wire grill and wire fencing or netting, of copper -	
	Fourdrinier paper-machine wires	20%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 74 (cont'd)	
ex 74-15	Bolts and nuts (threaded or not), screws, screw studs, screw hooks, screw rings and the like, rivets (excluding tubular or bifurcated rivets), cotters, cotter-pins and washers (including spring washers), of copper -	
	(A) Screws for wood (other than coach screws, screw hooks, screw rings and screw knobs):	
	(1) Up to and including 8 gauge	9d. per lb. or 2½d. per gross, whichever is the greater
	(2) Over 8 gauge	6d. per lb.
	CHAPTER 76	
ex 76-01	Unwrought aluminium (including aluminium granules); aluminium waste and scrap -	
	Unwrought aluminium, but not including alloys of aluminium	Free

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 82	
ex 82-02	Saws (non-mechanical) and blades for hand or machine saws (including toothless stone-cutting saw blades) -	
	Blanks for blades of hand panel saws, being blanks of tapered cross-section, but not including toothed blanks	15%
ex 82-04	Hand tools (with or without handles), including glaziers' diamonds, not falling within any other heading of this Chapter; blow lamps, anvils; hand, table and bench vices and clamps; portable forges and grinding wheels (hand or pedal operated) -	
	Self-contained pressure type hand blow lamps for liquid fuel	20%
ex 82-08	Coffee-mills, mincers, juice-extractors and similar domestic appliances of mechanical type, of a weight not exceeding ten kilogrammes -	
	(A) Food grinders or slicers	15%
	(B) Fruit juice-extractors	15%
ex 82-11	Razors and razor blades (including razor blade blanks, whether or not in strips) -	
	Blanks for safety razor blades, not ground	10% plus 1s. per gross

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 83	
ex 83-01	Locks, padlocks and parts thereof, of base metal; keys, finished or not, of base metal -	
	Keys	20%
ex 83-02	Base metal fittings and mountings of a kind suitable for furniture, doors, windows, blinds, coachwork, saddlery, trunks and the like (including automatic door closers); base metal hat-racks, hat-pegs, brackets and the like -	
	Bolts, latches, hasps and hinges	20%
ex 83-07	Lamps and lighting fittings and parts thereof, of base metal (excluding switches, electric lamp holders, electric lamps for vehicles, electric battery or magneto lamps, and other articles falling within Chapter 85) -	
	Oil lamps and lanterns, incandescent, of the pressure type	20%
	CHAPTER 84	
ex 84-06	Internal combustion engines -	
	Other than stationary engines or engines of a type suitable for use in motor vehicles or aircraft	17½%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-18	Centrifuges, other than cream separators falling within heading No. 84-26 -	
	Oil separators and other machines for separating sediment or liquid constituents from liquids mainly by centrifugal action, but not including articles liable on the 10th September, 1949, to duty under the Safeguarding of Industries Act, 1921	20%
ex 84-21	Appliances (hand, knapsack or transportable) for atomising or spraying liquids or powders (including agricultural sprayers and steam or sand blasting appliances and fire extinguishing appliances) -	
	Sand blast nozzles lined with material wholly or mainly of silicon carbide or tungsten carbide	15%
ex 84-25	Harvesting, threshing and winnowing machinery; straw and fodder presses; hay and grass mowers; egg-grading and other grading machines for agricultural produce -	
	Hay and grass mowers (including mowing attachments to tractors) other than those of the rotary blade type	15%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

PART I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 84 (cont'd)	
ex 84-26	Dairy machinery (including milking machines), other than pasteurisers and other machinery falling within heading No. 84-17 -	
	(A) Milking machines	15%
	(B) Churns for butter making	15%
	(C) Combined churns and butter workers	15%
	(D) Cheese presses	10%
	(E) Cream separators:	
	(1) Capable of separating the cream from not less than 400 Imperial gallons of milk per hour	10%
	(2) Other	15%
ex 84-42	Machinery (other than sewing machines) for preparing, tanning and working hides, skins and leather (including boot and shoe machinery) -	
	Boot and shoe making or repairing machines	20%
ex 84-59	Machinery or appliances not falling within any other heading in this Chapter -	
	Gut cleaning machines, being slaughterhouse machinery	12½%
84-62	Ball, needle or roller bearings	20%
	NOTE: This binding extends to parts of the items specified	

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 85	
ex 85-01	Electric generators, motors, transformers, converters (rotary or static), rectifiers, inductors, reactors, frequency transformers, and similar machinery and apparatus, other than goods falling within heading No. 85-08, 85-09 or 85-21 -	
	(A) Three phase alternating current motors (other than motor generators) exceeding 10 but not exceeding 250 horse-power, commutator type	20%
	(B) Electric motor and generator casings and unwound rotors and stators	15%
	CHAPTER 86	
ex 86-09	Parts of railway and tramway locomotives and rolling stock -	
	Complete roller bearing and ball bearing axle boxes	20%
	CHAPTER 90	
ex 90-01	Optically worked glass, quartz, artificial plastic or other materials, unmounted, and optically worked elements, unmounted -	
	Lighthouse lenses, being dioptric drum lenses of external diameter not less than 10 inches	33⅓%

60602 O - 56(Part 2) - 77

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (continued)

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 90 (cont'd)	
ex 90-02	Optically worked optical elements of glass, quartz, artificial plastic or other materials, mounted and suitable for fitting to instruments or appliances; optically worked mirrors, mounted -	
	Lighthouse lenses, being dioptric drum lenses of external diameter not less than 10 inches	33⅓%
ex 90-26	Revolution counters, production counters, taximeters, milcometers, pedometers and the like; speed indicators of all kinds -	
	Taximeters	20%
	CHAPTER 92	
ex 92-04	Accordions (including foot-blown accordions), concertinas and similar musical instruments; mouth-organs -	
	(A) Accordions	33⅓%
	(B) Concertinas	33⅓%
	CHAPTER 97	
ex 97-06	Appliances, apparatus, accessories and requisites for gymnastics, athletics, or for sports and outdoor games -	
	Skates, other than roller skates	20%

SCHEDULE XIX - UNITED KINGDOM

(NEW NOMENCLATURE VERSION)

Part I - (concluded)

Tariff Item No.	Description of Products	Rate of Duty
	GENERAL TARIFF PROVISION	
	Machinery, the following:- Air compressors, reciprocating and rotary Pneumatic machinery and tools Grinding machinery for workshops Marine and stationary internal combustion engines Electrical motors and generators Electrical deck machinery, being winches, steering machinery, capstan winches and trawler winches Note: The products listed in the above item shall be exempt from ordinary most-favoured-nation customs duties when consigned direct to a ship-building yard registered by the Commissioners of Customs and Excise, to be used for the building, repairing or refitting of ships in that yard.	

SCHEDULE XIX - UNITED KINGDOM (NEW NOMENCLATURE VERSION)

Metropolitan Territory

PART II

Preferential Tariff

Tariff Item No.	Description of Products	Rate of Duty
	CHAPTER 90	
ex 90-26	Revolution counters, production counters, taximeters, mileometers, pedometers and the like; speed indicators of all kinds -	
	Taximeters	13⅓%

SCHEDULE XXII - DENMARK

Rectifications or Modifications to this Schedule are authentic only in the English language

PART I - Most-Favoured-Nation Tariff

Item "various" (second)

Delete the item

Item ex 8 (first)

The item number shall read:

"ex 4"

The description shall read as follows:

"Natrium siliciofluoratum, formalin, formaldehyde, nicotine, pyrethrum - in casks etc. ammonia without water (in liquid form)"

Item ex 8 (second)

The item number shall read:

"8a"

The description shall read as follows:

"Ammoniumbicarbonate in casks, rennet, formic acid."

Item ex 24 (first)

The item number shall read:

"24a"

Item ex 24 (second)

The item number shall read:

"24b"

Item ex 37

The item number shall read:

"37a"

Item ex 63c

The item number shall read:

"63c"

Item ex 65c

The item number shall read:

"ex 65b"

SCHEDULE XXII - DENMARK
(contd.)

Item ex 75

The item number shall read:

"ex 75 b"

(After item ex 94)

Insert the following new item:

"97 a Casings and tubes for aircraft Free"

Item ex 97

The item number shall read:

"ex 97b"

Item ex 114

The item number shall read:

"114"

Item ex 116d

The item number shall read:

"116d"

Item ex 116e

The item number shall read:

"ex 116f"

Item ex 132a

The item number shall read:

"132a"

Item ex 132c

The item number shall read:

"ex 132d"

SCHEDULE XXII - DENMARK
(cont'd.)

Item ex 145

The item number shall read:

"145"

Item 150

The item number, description and rate of duty shall read:

"ex 150	Glue of animal origin, including gelatine and isinglass, all kinds; carboxymethyle-cellulose	Kr.0,15 per kg "

Item 159/4

The item number shall read:

"ex 159/5"

Item 159/5

Delete item number 159/5 and replace opposite "Weighing not more" by:

"ex 159/5"

and opposite "Weighing more" by:

"159/4"

Item ex 179/1

The item number shall read:

"179/1"

Item ex 179/3

The item number shall read:

"ex 179/4"

Item 179/4

The item number shall read:

"179/5"

SCHEDULE XXII - DENMARK
(contd.)

Item 179/5

The item number shall read:

"179/6"

Item 179/6

The item number shall read:

"179/7"

Item ex 180/7

The item number shall read:

"ex 180/8"

Item ex 180/8

The item number shall read:

"ex 180/9"

Item ex 180/9

The item number shall read:

"ex 180/10"

Item 180/10

The item number shall read:

"180/11"

Item ex 180/11

The item number shall read:

"ex 180/12"

Item 188/2

The item number shall read:

"188/3"

SCHEDULE XXII - DENMARK
(contd.)

Item ex 188/5

The item number shall read:

"ex 188/6"

Item ex 222 (seventh)

Delete the item.

Item ex 261

The description shall read as follows:

" Paraffin; oil of turpentine, vegetable, including gum spirits of turpentine and wood turpentine "

Item ex 262 (second)

Delete the item.

Item ex 275 (first)

The item number shall read:

"275"

Item ex 275 (second)

The item number shall read:

"ex 275a"

Item ex 306 (first)

The item number shall read:

"306c"

Item ex 306 (second)

The item number shall read:

"306b"

Item ex 306 (third)

The item number shall read:

"306a"

SCHEDULE XXII - DENMARK
(contd.)

Item ex 307a

The item number shall read:

"307a"

Item 307b

The item number shall read:

"ex 307c"

Item ex 307c (second)

The item number shall read:

"307d"

Item ex 307c (third)

The item number shall read:

"ex 307e"

Item ex 346

The item number shall read:

"346a"

(After item 351)

Insert the following new item:

"ex 356a	Tractors with electric machines (e.g. dynamos) attached	The duty on the tractor - apart from the electric equipment - not to exceed 5 % a.v. "

Item ex 356a

The item number shall read:

"356b"

Item 356b

The item number shall read:

"356d"

SCHEDULE XXII - DENMARK
(contd.)

Item 356c

The item number shall read:

"356e"

Note to nos. 356b-c

Delete "nos. 356b-c" in the heading and replace by:

"nos. 356d-e"

Delete "no. 356d" in the last line and replace by:

"no. 356f"

Item ex 356d

The item number shall read:

"ex 356f"

Note to no. 356d

Delete "no. 356d" in the heading and replace by:

"no. 356f"

Delete "no. 356d" in the fifth line and replace by:

"no. 356f"

Item ex 364 (first)

Delete the item.

LISTE XXV - GRECE [1]

Seul fait foi le texte français des
rectifications ou modifications portant sur la présente liste

PREMIERE PARTIE - Tarif de la nation la plus favorisée

Position 97 Ex a 3

"Machines et appareils pour l'industrie textile...etc.." doit se lire:

"97 a bis Machines et appareils pour l'industrie textile....etc...."

Position 97 Ex a 3

"Machines pour l'imprimerie ..etc.." doit se lire:

"97 a ter Machines pour l'imprimerie ...etc..."

Position 134 d

La position doit se lire:

"134 d		Machines et appareils de télégraphie sans fil et de téléphonie ainsi que leurs parties séparément importées y compris les lampes polyodes:	
	1	Appareils récepteurs de radiodiffusion - modèles courant de 6 lampes ou moins, y compris le rectificateur (sans phonographes ou accessoires similaires)	ad valorem 16%
	2	Autres appareils récepteurs de radiodiffusion et de télévision	ad valorem 20%
	3	Autres	ad valorem 20%
	4	Pièces de rechange et parties des appareils des N°s 1, 2 et 3	ad valorem 18%"

[1] For the English language translation, see *post*, p. 2739.

LISTE XXVII - ITALIE [1]

Seul le texte français des rectifications
ou des modifications à la présente liste fait foi

PREMIERE PARTIE - Tarif de la nation la plus favorisée

Position 23, b - note - 5me ligne

Le mot "maquereaux" doit se lire:

"maquereau"

Position ex 95 - note - 1ère ligne

Les mots "destiné" et "admis" doivent se lire:

"destinée" et "admise"

Position 337

Les sous positions "ex i", "m" doivent être remplacées par:

"ex h" et "l"

Position 341

La sous position "h" doit être remplacée par

"g"

Position 394-a

Les sous positions "a 4" et "a 6" doivent être remplacées par:

"a-6" et "a-8"

et le mot "opothérapeutiques" doit être remplacé par:

"opothérapiques"

Ajouter les sous-positions:

" 4) contenant du D threo 1 - p. nitrophényl 2 - dichloracétamido - propane 1 - 3 diol ..... 20 %

5) contenant d'autres antibiotiques ..... 20 % "

Position 448

Le mot "torrefiées" doit se lire:

"torrefiés"

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[1] For the English language translation, see *post*, p. 2740.

LISTE XXVII - ITALIE
(suite)

Position 466 (a)

La désignation de la position 466 a(1) sera libellée come suit :

"1) Nitrate de sodium naturel avec un titre en azote non supérieur à 16,23 %

Le nitrate de sodium naturel avec un titre en azote non supérieur à 16,23% est admis, dans les limites d'un contingent annuel de 500.000 quintaux, de toute provenance, en exemption de droits de douane selon les règles et conditions qui seront établies par le Ministre des Finances"

Position 791

Le mot "munies" doit se lire:

"munis"

Positions 875 ex b, ex c

Le mot "maximum" doit se lire:

"maxima"

Position ex 926-b

La lettre "b" doit être remplacée par:

"c"

SCHEDULE XXX - SWEDEN

Rectifications or modifications to this Schedule are authentic only in the English language

PART I - Most-favoured-Nation Tariff

Item 38

The description shall read:

"Rhododendrons, azaleas, camelias and ericas"

Items 52:3-4

Delete the tariff numbers and insert opposite "Tomato purée not covered by another number":

"52:3"

(After item ex 63:1)

Insert the following new item:

"ex 63:1	Clemantines	As specified in this Schedule with respect to fruits n.s.m. Tariff Nos. 67:11-12"	

(After item 66:1)

Insert the following new items:

"Peaches:

ex 66:2	From January 1 to February 29	) As specified in this Schedule with respect to fruits n.s.m. Tariff Nos. 67:11-12"
ex 66:3	From March 1 to April 30	)
ex 66:4	At other periods	)

Item ex 70:2

The Tariff number and description shall read:

"70:2 Hazelnuts"

Insert the following new item:

"70:4	Chestnuts	30.-	20 %"

SCHEDULE XVII - SWEDEN
(contd.)

Item 79

This item shall read as follows:

"Pepper, ginger, cloves and clove stems:

Unground:

79:1	Pepper and ginger	50.-	25 %
79:2	Cloves and clove stems	50.-	25 % "

Items ex 83

The Tariff numbers shall read:

"83:1" and "83:2", respectively

Item ex 113

The Tariff number shall read:

"ex 113:2"

Item ex 130:2

This item shall read as follows:

"Confectionery n.s.m.:

Other:

130:2	Candied fruit-peel	50.-	20 %
ex 130:3	Other:		
	Caramels	50.-	25 %
	Other (not including biscuits and pastils)	50.-	20 %"

Item ex 142:3

Replace this item by the following:

"Fish and shellfish:

142:3	Boiled salmon in tins	75.-	
ex 142:4	Other:		
	Lobster and salmon	75.-	

SCHEDULE XXX - SWEDEN
(contd.)

Item 143:4

This item shall read as follows:

"Fruits in syrup, not classified under Tariff Nos 143:1-3:

143:3½	Plums and guavas	60.-
ex 143:4	Other; purée and mould of chestnuts	60.-"

Item ex 399:2

The tariff number shall read:

"399:2"

Item ex 630:1

Delete the tariff number and insert the following between "Untrimmed" and "Capelines of hairfelt":

"Shapes and capelines:

ex 630:1	Other kinds:"	

Item 1056:2

Replace

"250 cc." by "245 cc."

Item ex 1056:3

The description and rates of duty shall read as follows:

"ex 1056:3	Other:		
	Having a cylinder capacity of less than 250 cc.	ad val.	15 %
	Other	ad val.	10 %"

(After item ex 1072)

Insert the following new item:

"1072:1	Electricity meters, also parts thereof	ad val.	15%*

60602 O - 56(Part 2) - 78

SCHEDULE XX% - SWEDEN
(contd.)

Item 1073:1

The description and rate of duty shall read:

"Electric measuring instruments, not classified under Tariff No. 1072:1, also parts thereof ..... ad val. 15 %"

The note shall be placed immediately after the new item 1072:1.

Item 1091

The heading immediately above this item shall read:

"Wind instruments, not classified under any other heading"

After item 1093

Insert the following new item:

"1093:1 Reed pipes of metal and electrotechnical parts, for pipe organs ..... ad val. 15 %"

c. Schedules contained in Annexes A and B of the Torquay Protocol to the General Agreement on Tariffs and Trade, dated April 21, 1951[1]

Listes contenues aux Annexes A et B du Protocole de Torquay annexé à l'Accord Général sur les Tarifs douaniers et le Commerce, portant la date du 21 avril 1951.

LISTE II - BELGIQUE - LUXEMBOURG - PAYS-BAS[2]

SECTION A - TERRITOIRES METROPOLITAINS

Seul fait foi le texte français des rectifications ou des modifications portant sur la Section A

PREMIERE PARTIE - Tarif de la nation la plus favorisée

Position 1

Supprimer le mot " ex " et le remplacer par :

" a) "

A la deuxième ligne, avant le mot " reproducteurs ", insérer le mot:

" Animaux ".

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

Position 3

Supprimer le mot " ex " et le remplacer par :

" a) ".

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

Position 4

Supprimer le mot " ex " et le remplacer par :

"a) "

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

Position 6

Supprimer le mot " ex " et le remplacer par :

" a) ".

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

[1] TIAS 2420; 3 UST, pt. 1, pp. 625, 1490.

[2] For the English language translation, see *post*, p. 2741.

LISTE II - BELGIQUE - LUXEMBOURG - PAYS-BAS (suite)

Position 49

La sous-position " ex b " et le renvoi (1) doivent se lire :

" b) Plants de pommes de terre :
1. du 1er octobre au dernier jour de février inclus, à concurrence de 10.000 tonnes métriques pour la période envisagée (1)..... 5 p.c. "

" (1) L'admission dans cette sous-position est subordonnée aux conditions à déterminer par le Ministre des Finances ".

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

Position 51

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé "

Position 55 c) 1

Supprimer la lettre " B " et la remplacer par :

" ex ".

Position ex 74

Insérer au commencement de la Note les mots suivants :

" En ce qui concerne le millet et les autres céréales,"

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé ".

Position 75

La sous-position " ex a " doit se lire :

" a) 1 A ".

Position 84

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé "

Position 105

Dans la Note supprimer les mots " ne sont pas consolidés " et les remplacer par :

" n'est pas consolidé "

LISTE II - BELGIQUE - LUXEMBOURG - PAYS-BAS (suite)

Position 117

Supprimer le " ex " devant la lettre " b ".

Position 139

La sous-position " ex B " doit se lire :

" ex A ".

Position 140

La sous-position " ex 1 " doit se lire :

" 1 A. "

Position 148

Les subdivisions de cette position doivent se lire :

" a) Préparations pour potages et pour bouillons :
1. emballées :
A. à base de nouilles, dites " Chicken noodle soup " (x).

b) Potages préparés :
1. emballés :
A. de tomates ou de petits pois (x) ".

Position 155

Supprimer la Note 1. à cette position, ainsi que la mention du chiffre 2.

Le mot " Notes " doit se lire " Note ".

Position 556

Supprimer le " ex " devant la lettre " d ".

Position ex 611

Cette position doit se lire :

" 611. Chapeaux pour hommes, en paille, fibres de palmier, écorce, copeaux de bois, sparte, ou autres matières similaires :

a) en paille, fibres de palmier, écorce ou copeaux de bois ".

Position ex 614

Cette position doit se lire :

" 614. Chapeaux pour femmes, en paille, fibres de palmier, écorce, copeaux de bois, sparte, ou autres matières similaires :

a) en paille, fibre de palmier, écorce ou copeaux de bois ".

LISTE I. BELGIQUE - LUXEMBOURG - PAYS-BAS (suite)

Position ex 650

Cette position doit se lire :

" 650. Briques et pièces de construction réfractaire (de chamotte, de dinas, de magnésite, etc...) :

a) de magnésite :
ex. Briques réfractaires ".

Position 679

La sous-position " ex b " doit se lire :

" ex a ".

Position 748

La sous-position " ex c " doit se lire :

" c) 2. "

LISTE II - BELGIQUE - LUXEMBOURG - PAYS-BAS [1]

SECTION B - CONGO BELGE ET RUANDA URUNDI

Seul fait foi le texte français des rectifications ou des modifications portant sur la Section B

PREMIERE PARTIE - Tarif de la nation la plus favorisée

Position 59

La sous-position " A " doit se lire :

" a) spécialement dénommés :
2. autres ".

La sous-position " B " doit se lire :

" b) Couleurs dites à l'émail, à base de pigments, d'huiles siccatives et de matières résineuses naturelles ou artificielles, dont la densité ne dépasse pas 1,5, à l'exclusion des vernis cellulosiques ..... 12 p.c. "

Supprimer le renvoi " (+) ".

Position 60

La sous-position " 1 ex B " doit se lire :

" a) 2 ".

Position 64

Le libellé de cette position doit se lire :

" Habillements, lingeries et confections de toute espèce :

d) Bas et chaussettes, sans soie
e) Matelas avec ressorts intérieurs ".

Position 72

Dans le libellé de la position les mots " à l'exception " doivent se lire :

" à l'exclusion ".

La sous-position " b " doit se lire :

" b) non spécialement désignés :
1. en bois
2. en bambou, jonc et similaires
3. en métaux
4. autres ".

Position 85

La sous-position " ex b " doit se lire :

" a) spécialement dénommés :
5. Carbure de calcium ".

Position 92

La sous-position " ex e " doit se lire:
" d) ".

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[1] For the English language translation, see *post*, p. 2744.

SCHEDULE IX - CUBA

Rectifications or modifications to this Schedule are authentic only in the English language

PART I - Most-Favoured-Nation Tariff

Item 209-A

The word "violincellos" shall read:

"violoncellos"

General Notes

Delete the second paragraph of General Note II, beginning with the words:

"The notes at ..."

PART II - Preferential Tariff

General Notes

Delete the second paragraph of General Note II, beginning with the words:

"The notes at ..."

LISTE XI - FRANCE [1]

Seul fait foi le texte français des rectifications ou des modifications portant sur cette liste

Section A. Territoire métropolitain

PREMIERE PARTIE - Tarif de la nation la plus favorisée

Position ex 25 B

La sous-position doit se lire:

" -- autrement qu'en filets"

Après la position 67 C

Insérer la nouvelle sous-position suivante:

" ex 67 D -- Aulx ..... 10% *** "

Position ex 67 E

Insérer la nouvelle sous-position suivante:

" - primeurs ..... 30% **** "

Après la position ex 71 C

Insérer la nouvelle position suivante:

" + 72 C -Citrons ..... 15% * "

Position ex 73

Supprimer le renvoi "(a)" et la note figurant au bas de la page.

Après la position 75 B

Insérer la nouvelle position suivante:

" ex 77D -Prunes présentées:
-- du 1er juin au 31 octobre inclus .... 15% *** "

Position 112 B

Supprimer le renvoi "(a)" et la note figurant au bas de la page

Position 112 C

Supprimer le renvoi "(a)" et la note figurant au bas de la page

Position 112 K

Supprimer le renvoi "(a)" et la note figurant au bas de la page

Position 112 Q

Supprimer le renvoi "(a)" et la note figurant au bas de la page

[1] For the English language translation, see *post*, p. 2745.

LISTE XI - FRANCE
(suite)

Après la position 146 E

Insérer les nouvelles positions suivantes:

" + 146 F	-	huile de sésame brute:
	--	destinée à la savonnerie....Concession retirée
	--	autre .....Concession retirée"
" + 146 G	-	huile de colza, de navette, de moutarde, de caméline et d'autres crucifères, brutes:
	--	destinées à la savonnerie....Concession retirée
	--	autres .....Concession retirée"

Positions 146 H, 146 J, 146 K, 146 O

Supprimer le renvoi "(a)" et la note figurant au bas de la page

Position ex 160

La sous-position doit se lire:

" -autres que les salami, les mortadelles, les zamponi et les cotecchini"

Position ex 190 B

Insérer, après le mot "poids" le mot

"brut"

Après la position 212

Insérer la nouvelle position suivante:

"ex 217 A -Vermouths, présentés autrement qu'en bouteilles, flacons, cruchons, flasques et contenants analogues, d'une contenance de 5 litres et moins..... 40% **** "

Position ex 289

La position doit se lire:

"Autres matières minérales non dénommées ni comprises ailleurs:

ex 289 A - vermiculite:

-- en blocs, déchets, écailles, poudre ..... Exempte

289 B - autres ..... Exemptes"

Position 483 D

La position doit se lire:

"ex 483 D"

LISTE XI - FRANCE
(suite)

Position ex 486 B

Supprimer le mot "--autres", supprimer un tiret devant le mot "orthophénylphénol"

Position ex 511 C

La position doit se lire:

" - acide tartrique, ses sels et ses esters :
- - sels de l'acide tartrique :
- - - autres :
- - - - tartrate double de potassium et de sodium ..... 25 %"

Position ex 541

La première sous-position doit se lire:

" -Guanidines et dérivés à l'exception de la nitroguanidine"

Position ex 563 B

La position doit se lire:

"563 B"

Position ex 565:

Supprimer le mot "autres"; supprimer un tiret devant le mot "sarcosine"

Après la position 610

Insérer la nouvelle position suivante:

" + ex 616 Huiles essentielles non déterpenées , concrètes ou liquides:
- Essences d'orange douce (Portugal) et d'orange amère (begarrade)..... 8 % *
- Essence de niaouli, de lemongrass, de girofle .....Concession retirée "

Positions 695 A et B

Aux positions 695 A et 695 B, substituer la position suivante:

" 695 Ethers de la cellulose : méthylcellulose, éthylcellulose, benzylcellulose, etc..... 25 % "

Position 714

La position doit se lire:

" plaques, feuilles et rubans en caoutchouc non vulcanisé, y compris les articles sciés dits "feuilles anglaises" ..... 5 % "

Position ex 737 D

La position doit se lire:

"737 D"

Positions 752 A et B

Au lieu de "752 A" et "752 B" mettre, en face de "Articles de gainerie..." le numéro

"752"

LISTE XI - FRANCE
(suite)

Position 791

La position doit se lire:

"ex 791"

Après la position 891

Insérer la nouvelle position suivante:

"	Ex 899	Soie grège, présentée autrement qu'en flottes ou écheveaux	Exempte	*** "

Après la position ex 921 B.

Insérer les nouvelles positions suivantes:

"	928 A et B	Fils de rayonne acétate, pure ou mélangée, non préparés pour la vente au détail	20%	*** "
"	929 A et B	Fils de rayonne viscose et d'autres fibres artificielles continues, pures ou mélangées, non préparés pour la vente au détail	20%	*** "
"	930 A et B	Fils de rayonne et d'autres fibres artificielles continues, pures ou mélangées, préparés pour la vente au détail	20%	*** "
"	933 A et B	Fils de fibranne et d'autres fibres artificielles discontinues, pures ou mélangées, non préparés pour la vente au détail	18%	*** "
"	936 A et B	Fils de chanvre ou de genêt, purs ou mélangés, simples ou retors, polis	23%	**** "

Avant la position 974 D

Insérer sous le titre les nouvelles positions suivantes:

"	ex 974 A	- écrus: — autres	25%	**** "
"	ex 974 B	- décrués, crémés ou blanchis: — autres	25%	**** "
"	974 C	- teints	25%	**** "

Après la position 974 D

Insérer les nouvelles positions suivantes:

"	977	Basins, damassés et similaires pesant 140 gr. et plus au m^2, de coton pur, et assimilés	25%	**** "
"	978	Piqués et reps de coton pur, et assimilés	25%	**** "
"	979 A et B	Tissus de coton pur, et assimilés, brochés	25%	**** "
"	980 A à D	Tissus de coton pur, et assimilés, façonnés, non dénommés ni compris ailleurs, non mercerisés	25%	**** "

LISTE XI - FRANCE
(suite)

Avant la position 981 D

Insérer sous le titre les nouvelles positions suivantes:

"981 A - écrus ..... 25% **** "

"981 B - décrués, crémés ou blanchis ..... 25% **** "

"981 C - teints ..... 25% **** "

Après la position 981 D

Insérer les nouvelles positions suivantes:

"990 A à C Tissus de chanvre ou de genêt purs ou mélangés, unis ..... 28% **** "

"991 A à C Tissus de chanvre ou de genêt purs ou mélangés, façonnés ..... 28% **** "

" .. ex 1028 Tissus bouclés de coton:
- non tissés sur métier Jacquard:
-- écrus ..... 20% ***
-- teints ..... 20% ***
- tissés sur métier Jacquard:
-- écrus ..... 20% ***
-- teints ..... 20% *** "

Positions 1105 A, B et C

Aux positions 1105 A, 1105 B et 1105 C, substituer les positions suivantes:

" Bas, chaussettes, socquettes et articles similaires, en bonneterie de fibres synthétiques, pures ou mélangées, avec ou sans fantaisies:
1105 A - bas, sous bas, chaussettes et mi-bas 25%
1105 B - socquettes, semelles et pointes ..... 25%"

Positions 1347 A, B et C

Aux positions 1347 A, 1347 B et 1347 C, substituer la position suivante:

"1347 A et B Aluminium brut ..... 20%"

Position ex 1538 A

Le titre de la position doit se lire:

"Groupes moto-compresseurs et moto-pompes à vide, turbo-compresseurs et turbo-pompes à vide"

Positions 1569 A et B

Aux positions 1569 A et 1569 B, substituer la position suivante:

"1569 Machines et appareils de concassage, de broyage, de pulvérisation simples non dénommés ni compris ailleurs, leurs parties et pièces détachées ... 16%"

LISTE XI - FRANCE
(suite)

Positions 1626 A, B et C

Les positions doivent se lire:

"Accessoires et pièces détachées de métiers à tisser, à bonneterie, à tulles, à dentelles, à broderies, à tresses, à passementerie, à filet et des appareils et machines accessoires repris au n° 1625 A et B:

1626 A - navettes 20%
1626 B - lames, lisses et harnais 15%
1626 C - platines, aiguilles et articles analogues... 25%"

Position 1846 A et B

La position doit se lire:

"1846"

Position 1895 A

La position doit se lire:

"ex 1895 A"

Positions 1960 A et B

Aux positions 1960 A et 1960 B, substituer la position suivante:

"1960 Brosses à barbe, y compris les têtes préparées ..... 35% **** "

LISTE XI - FRANCE

Section E. Etablissements Français de l'Océanie

Première Partie - Tarif de la nation la plus favorisée

Position 993:

La position doit se lire:
"ex 993 A Tissus de jute, unis ..... 10 % "

Position 1440 à 1452:

La position doit se lire:

"Coutellerie et couverts"

Position 1555 à 1572:

La position doit se lire:

"1555 à 1575"

Position 1828 et 1829:

La position doit se lire:

"Engins pour la navigation aéerienne:
1828 & 1829 - aérodynes, groupes et éléments d'aérodynes ..... 20 % "

Section K. Nouvelle-Calédonie et Dépendances

Première Partie - Tarif de la nation la plus favorisée

Position 398:

La position doit se lire:

"477 A Sacs d'emballage importés pleins ou non, en jute....exempts"

Section N. Tunisie

Première Partie - Tarif de la nation la plus favorisée

Position 1589:

La position doit se lire:

"ex 1589"

Position 1590 A:

La position doit se lire:

"ex 1590 A"

Position 1590 F:

La position doit se lire:

"ex 1590 F"

Position 1798 A:

Ajouter, après le mot "marchandises" le suivant
": camions"

SCHEDULE XII - INDIA

Rectifications or modifications to this Schedule
are authentic only in the English language

PART I - Most-Favoured-Nation Tariff

Item Ex 10

The description shall read:

" Millet
Spelt
Maize "

Item Ex 77 (2)

The description shall read:

"Dental abrasives, (points, wheels, trimmers, stones, etc.,)
whether mounted on mandrils or unmounted."

SCHEDULE XVIII - UNION OF SOUTH AFRICA

Rectifications or modifications in this Schedule are authentic only in the English language

PART I - Most-Favoured-Nation Tariff

Item 129

Insert in sub-item (e) after the word "tyres" the words:

", rubber pneumatic tyre covers"

Item 213

Sub-item ex (d) shall read:

"(d) Other n.e.e. ..... ad valorem 15 p.c."

Item ex 335 (second)

This item shall be deleted

60602 O - 56(Part 2) - 79

SCHEDULE XIX - UNITED KINGDOM

Rectifications or modifications to this Schedule are authentic only in the English language

Section A. Metropolitan Territories

PART I - Most-Favoured-Nation Tariff

Item 5 - Gauges and measuring instruments etc.

Items "Standard or reference gauges" etc. shall read as follows:

"Standard or reference gauges -
External -
Calliper or snap
Ring -
plain or cylindrical
screw
taper

Internal -
Plug -
cylindrical
screw
taper
End point gauges
Block gauges or slip gauges or reference discs
End measuring rods
Straight edges
Surface plates

SCHEDULE XIX - UNITED KINGDOM
(contd.)

Item 90 - 16 (new nomenclature version)

Items "Gauges and measuring instruments etc." shall read as follows:

"Standard or reference gauges -
External -
Calliper or snap
Ring -
plain or cylindrical
screw
taper
Internal -
Plug -
cylindrical
screw
taper
End point gauges
Block gauges or slip gauges or reference discs
End measuring rods
Straight edges
Surface plates

PART II - Preferential Tariff

Item 3 VIII(5)

The tariff item number shall read:

"3 VIII(6)"

SCHEDULE XX - UNITED STATES

Rectifications or modifications to this Schedule are authentic only in the English language

PART I - Most-Favoured-Nation Tariff

Item 1530 (c)

The first sub-description shall read as follows:

"Made from goat, kid, lamb, or sheep skins (except chamois, garment, and glove leather)"

SCHEDULE XXII - DENMARK

Rectifications or modifications to this Schedule are authentic only in the English language

PART I - Most-Favoured-Nation Tariff

Item 79

The item number shall read:

"ex 79"

Item ex 180/3

The item number shall read:

"180/3"

Item ex 188/1

The item number shall read:

"188/1"

Item ex 270 b

The item number, description and rate of duty shall read:

"		Coarse articles of pasteboard, paperpulp or chemically treated fibres, including bobbins, pipes, bars, wheels, tool handles, pulleys, tubs, pails, bowls and similar coarse articles for household or industrial use:	
"	ex 270a (ex 270)	Bobbins	Kr. 0,05 per kg
"	ex 270b (ex 270)	Other articles	Kr. 0,08 per kg with freedom to change to 10 % a.v. "

Item ex 307b

The item number shall read:

"307b"

LISTE XXV - GRECE [1]

Seul fait foi le texte français des rectifications ou modifications portant sur la présente liste

PREMIERE PARTIE - Tarif de la nation la plus favorisée

Position 9

Insérer le titre suivant:

"Légumes secs, matières amylacées:"

Position 75, 2ème ligne

Le mot "métallique" doit se lire:

"métalliques"

Position 89, 1ère et 2ème lignes

Le terme "de tout système" doit se lire:

"de tous systèmes"

Positions 180 a et b

Les positions doivent se lire:

" 180	Papier à lettres vergé ou filigrané, sans réduction de tare pour les emballages immédiats en papier ou les boîtes:			
a	En feuilles d'une longueur supérieure à 40 centimètres	100 kgs		100
b	En feuilles d'une longueur inférieure à 40 centimètres, en paquets ou petites boîtes, accomodé pour la vente au détail, enveloppes pour lettres en général ainsi que des cartes découpés pour cartes de visite	100 kgs		120

Au "tableau des Coefficients d'avant-guerre consolidés et maintenus en vigueur", annexé à la Liste de Torquay, il y a lieu d'ajouter à celles énumérées au coefficient 36, les positions 83 b 3 et 83 b 4.

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[1] For the English language translation, see *post*, p. 2751.

LISTE XXVII - ITALIE [1]

Seul le texte français des rectifications ou modifications à la présente liste fait foi

PREMIERE PARTIE - Tarif de la nation la plus favorisée

Chapitre VIII

Le mot "COMMESTIBLES" doit se lire:

"COMESTIBLES"

Position 74

Ajouter "s" au mot "coque"

Chapitre X

Le mot "CEREALS" doit se lire:

"CEREALES"

Position 102 - a.1

Remplacer le "pas" par:

"non"

Position ex 113 ex b note - 2me ligne

Le mot "torrefiées" doit se lire:

"torrefiées"

Position 125-a. 2

Le mot "écorcées" doit se lire:

"écorcés"

Position 139

Ajouter "e" au mot "végétal"

Positions 261; 261-1; 261 ex B

Eliminer l'accent du mot "minérais"

Positions 368-b. 2 alpha III ex B

Remplacer les mots "de cotyle" par:

"d'cotyle"

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[1] For the English language translation, see *post*, p. 2752.

LISTE XXVII - ITALIE
(suite)

Position 370-d, 5 ex beta 3me ligne

Le mot "methoxy" doit se lire:

"méthoxy"

Position 380

Le mot "désinfectatentes" doit se lire:

"désinfectantes"

Position 380-b, 2 ex beta

Le mot "contenant" doit se lire:

"contenant des"

Position 387, 5me ligne

Le mot "mordençage" doit se lire:

"mordançage"

Position 412-a, 1 alpha

Le mot "gas" doit se lire:

"gaz"

Position 412-a, 1 ex beta

Les mots "gas d'antracène" doivent se lire:

"gaz d'anthracène"

Position 413-b

Le mot "supérieur" doit se lire:

"supérieure"

Position 472

Le mot "pelletteries" doit se lire:

"pelleteries"

Position 480-a, 2 alpha

Le mot "ou" doit se lire:

"et"

Position 481

Le mot "courroyées" doit se lire:

"corroyées"

Position 489

Le mot "provision" doit se lire:

"provisions"

LISTE XXVII - ITALIE
(suite)

Position 489-a

Le mot "contenant" doit se lire:

"contenant des"

les mots "ou autres" doivent se lire:

"ou d'autres"

Position 491

Le mot "peaux" doit se lire:

"peau"

Chapitre XLI

Le mot "PELLETTERIES" doit se lire:

"PELLETERIES"

Position ex 497-b

Le mot "pelletteries" doit se lire:

"pelleteries"

Position 529-a ex 3

Remplacer les mots "de okoumé" par:

"d'okoumé"

Position 546

Le mot "coupeaux" doit se lire:

"copeaux"

Position 546-A

Eliminer l'accent du mot "isolément"

Position 550

Les mots "doublures interieures" doivent se lire:

"doublure intérieure"

Position 570-b. 2 alpha

Les mots "à vapeur" doivent se lire:

"à la vapeur"

Position ex 576-f.2

Ajouter un accent sur le premier "e" du mot "fecule"

Position ex 594. ex-d. ex 1

Supprimer "s" du mot "ouates"

LISTE XXVII - ITALIE
(suite)

Chapitre XLIX

Le mot "ARTES" doit se lire:

"ARTS"

Chapitre LVIII

Le mot "PASSAMANTERIE" doit se lire:

"PASSEMENTERIE"

Chapitre LIX

Le mot "FELTRES" doit se lire:

"FEUTRES"

et les mots "DE MATIERES" doivent se lire:

"EN MATIERES"

Position 715

Le mot "textile" doit se lire:

"textiles"

Positions 733 1ère, 2me ligne
737 1ere, 4me ligne

Le mot "bonnetterie" doit se lire:

"bonneterie"

Chapitre LXI

Les mots "DE VETEMENTES" doivent se lire:

"DU VETEMENT"

Chapitre LXV

Le mot "CHAPEAU" doit se lire:

"CHAPEAUX"

Chapitre LXVIII

Le mot "AMIANT" doit se lire:

"AMIANTE"

Position 791

Le mot "munies" doit se lire:

"munis"

Position 810 ex c

Le mot "chrome" doit se lire:

"chromo"

LISTE XXVII - ITALIE
(suite)

Position 811 ex c

Les mots "magnésiennes et chrome-magnésiennes" doivent se lire:

"magnésiens et chromo-magnésiens"

Position 813

A la dernière ligne indiquer la lettre "b" comme sous-position

Position 820, 1ère ligne

Le mot "des" doit se lire:

"dés"

Chapitre LXX

Le mot "LEUR" doit se lire:

"LEURS"

Position ex 831

Le mot "coleur" doit se lire:

"couleur"

Position 834, 11me ligne

L'indication de la sous-position "ex 2" doit se lire:

"b ex 2"

Positions 880-b,3; 881-b

Le mot "brammes" doit se lire:

"brames"

Position 883-a, ex gamma

Le numéro "9" doit se lire:

"9%"

Position 889

Eliminer l'accent du premier "e" du mot "décauvilles";
le mot "percés" doit se lire:

"percées"

Position 891

Le mot "cannellées" doit se lire:

"cannelées"

Position 891-b, 3 ex alpha ex III

La désignation "de 0,4 mm. à 0.6 mm. exclus (1)" doit se lire:

"de 0,4 mm. jusqu'à 0,6 mm. exclus (1)"

LISTE XXVII - ITALIE
(suite)

Position 896 a 1

Supprimer l'entière ligne se référant à la sous-position 1

Position 896 a ex 1 alpha, ex 1 beta

Le mot "phosfore" doit se lire:

"phosphore"

Position 896 a 2 alfa II

Le mot "inférieur" doit se lire:

"inférieure"

Position ex 899-b, 10me ligne

Le mot "supérieure" doit se lire:

"supérieur"

Position 901 ex b, ex 2

Remplacer les deux premières lignes par:

" b 2) en fonte malléable, en fer ou en acier,"

Position ex 904-a, 1

Les mots "pour transport ou emballage" doivent se lire:

"pour le transport ou l'emballage"

Position 910

Les mots "y comprises" doivent se lire:

"y compris"

Position 917 ex b

Le mot "ornamentales" doit se lire:

"ornementales"

Position 918-d

Les mots "pas pièces" doivent se lire:

"par pièces"

Position 920-a, 2

Le mot "émaillées" doit se lire:

"émaillés"

Position ex 981 ex a

Supprimer l'accent du mot "lingôts"

Position 1019

L'inscription doit se lire:

"Lames de couteaux, même non finies, en métal commun;"

Position 1022-c

Le mot "manicure" doit se lire:

"manucure"

Position 1029-b, 1

Le mot "fauteils" doit se lire:

"fauteuils"

LISTE XXVII - ITALIE
(suite)

Position ex 1035

Le mot "petits" doit se lire:

"petites"

et, au lieu de point-virgule, marquer deux-points après les mots "métaux communs"

Position 1043 ex b

Le mot "tabulaires" doit se lire:

"tubulaires"

Position 1097-d, 1 B

Le mot "ou" doit se lire:

"et"

Position 1098 ex c

Supprimer l'accent des mots "réproductions" et "réportatrices"

Position 1111, 4me ligne

Le mot "peaux" doit se lire:

"peau"

Position 1147 ex d

Le mot "haveuses" doit se lire:
"hâveuses"

Position 1171-d

Le mot "Kv" doit se lire:
"Kw"

Position 1191-d,2

Le mot "fluorescentes" doit se lire:
"fluorescents"

Position 1192

Le mot "électro-médicales" doit se lire:

"électro-médicaux"

Position ex 1249

Le mot "optiques" doit se lire:

"optique"

Position 1268

Le mot "psychotecnie" doit se lire:

"psychotechnie"

LISTE XXVII - ITALIE
(suite)

Positions 1284-a; 1284-b

Le mot "mesurant" doit se lire:

"mesurant des"

Position 1284 ex b

Le mot "thermoïoniques" doit se lire:

"thermoionique"

Position 1301

Le numéro contre indiqué doit se lire:

"1301-b"

Position 1306-a, 1

Le mot "armoniques" doit se lire:

"harmoniques"

Position 1326-a, 1 alpha A

Le mot "poil" doit se lire:

"poils"

Position 1335

Le mot "ayant" doit se lire:

"ayant le"

Note ad N. 169

Substituer le mot "aussi" par·

"en plus"

SCHEDULE XXX - SWEDEN

Rectifications or modifications in this Schedule are authentic only in the English language

PART I - Most-favoured-Nation Tariff

Item ex 38

Delete "ex" from the tariff number "38".

Items 52:3-4

Delete the tariff numbers and insert opposite "Tomato purée not covered by another number":

"52:3"

The first line of the note shall read:

"Tariff No. 52:3 does not include"

Item ex 57:1

The tariff number shall read:

"ex 57"

Items ex 67:11-12

Delete these items and substitute by the following:

"Edible fruits and berries:

Fresh:

ex 63:1	Clemantines	Free	
ex 66:2	Peaches, from January 1 to February 29 ...	Free"	

Item ex 70:2

Replace this item by the following:

"Nuts:

70:2	Haselnuts	20.-	10 %
70:4	Chestnuts	20.-	10 %"

SCHEDULE XXX - SWEDEN
(contd.)

Item ex 79

The tariff number shall read:

"79:2"

Item ex 83

The tariff number shall read:

"83:2"

Item ex 130:2

The tariff number shall read:

"130:2"

Item ex 142:3

The tariff number shall read:

"142:3"

Delete the word "Other"

Item ex 143:4

The tariff number shall read:

"143:3½"

Item ex 178:2

The tariff number shall read:

"ex 178:1"

Delete the word "Other"

Item ex 552:4

Delete the words "ex" and "Other"

SCHEDULE XXX - SWEDEN
(contd.)

Item ex 630:1

Replace this item by the following:

"Shapes and capelines:

ex 629:1	Of straw, grass, rushes, bast, wood shavings, roots and other vegetable materials, not classified under textile materials:			
	Shapes and capelines of buntal fibre	each	0,40	3%"

Item ex 652

The tariff number shall read:

"652:1"

Item ex 945

The tariff number shall read:

"945:2"

Item ex 1056:2

The tariff number shall read:

"ex 1056:3"

Item ex 1073:1

The tariff number shall read:

"1072:1"

(After item 1090)

Insert the following new item:

"ex 1090:1	Mouth organs	200.-	15%"

60602 O - 56(Part 2) - 80

SCHEDULE XXX - SWEDEN
(cohtd.)

Item ex 1094

Replace this item by the following:

"1093:1	Reed pipes of metal and electro-technical parts, for pipe organs	ad val.	10 %
ex 1094	Parts and accessories, n.s.m., if imported separately	ad val.	15 %"

Item ex 1128:2

Delete this item.

Item ex 1138

The tariff number shall read:

"1138:1"

Item ex 1146

The tariff number shall read:

"1146:1"

LISTE XXXIII - REPUBLIQUE FEDERALE D'ALLEMAGNE [1]

Seul fait foi le texte français des rectifications ou des modifications à la présente liste

PREMIERE PARTIE - Tarif de la nation la plus favorisée

Position 0202

A la dernière ligne, entre les mots "réfrigérés" et "congelés", remplacer la virgule par le mot:

"ou"

Position 0302

A la première ligne de la position principale, ajouter une virgule après le mot "salés"

Position 0908

A la 2ème ligne du titre de la sous-position A, les mots "au sans coques" doivent se lire:

"ou sans coques"

Position 1001

Le mot "dépeautre" doit se lire:

"épeautre"

Position 1101

A la 1ère ligne de la sous-position A, le mot "dépeautre" doit se lire:

"d'épeautre"

Position 1508

A la 2ème ligne de la position principale, biffer la virgule après le mot "souflées"

Position 2002

A la première ligne de la position principale, les mots "légumes et" doivent se lire:

"légume ou"

Position ex 2307

La description doit se lire:

"Le produit dit 'condensed stickwater'"

Après la Position 2516

Insérer après la position 2516 la nouvelle concession suivante:

"2518 ex B dolomie calcinée, en poudre ..... Franchise "

---

[1] For the English language translation, see *post*, p. 2753.

Position 2522

A la première ligne de la position principale, le mot "ordinaire" doit se lire :

"calcinée"

Position 2527

A l'avant-dernière ligne du texte, le mot "pulvérisé" précédant le mot "talc" doit se lire :

"pulvérisée"

Position 3102

A la première ligne de la position principale, le mot "ou" doit se lire:

"et"

Position 3103

A la première ligne de la position principale, le mot "ou" doit se lire:

"et"

Position 3105A

A la première ligne du titre, le mot "ou" doit se lire:

"et"

La sous-position "B - autres" doit se lire "2 - autres" et être insérée à la même hauteur que la sous-position A - 1.

Position 3201 ex E

Ajouter au texte de la concession "extrait d'écorce de pin" les mots suivants:

"(extrait d'écorce de l'espèce "Picea")"

Position 6106

A la première ligne du titre, insérer après le mot "foulards," le mot:

"mantille,"

Position 6505

Le texte du titre doit se lire :

"Chapeaux et autres coiffures en bonneterie ou confectionnés en pièces d'autres matières textiles, à l'exclusion des chapeaux et coiffures fabriqués de bandes, résilles et filets à cheveux:"

Position 8519

A la 2ème ligne de la sous-position A - 2 les mots "et à la réception" doivent se lire :

"ou à la réception"

Position 9801

a) A la 3ème ligne de la position principale, ajouter à la suite des mots "y compris", les mots :

"les ébauches et"

b) Dans le titre de la sous-position C, ajouter à la suite des mots "autres boutons", les mots :

"et formes pour boutons"

2. After 7 November 1951, this Protocol shall be open for signature at the Headquarters of the United Nations.

3. The modifications and rectifications contained in this Protocol shall become an integral part of the General Agreement on the day on which this Protocol has been signed by all the governments which are on that day contracting parties to the General Agreement.

4. (*a*) The original of this Protocol shall be deposited with the Secretary-General of the United Nations, who is authorized to effect registration thereof.

(*b*) The Secretary-General of the United Nations shall promptly furnish a certified copy of this Protocol, and a notification of each signature to this Protocol, to each Member of the United Nations, to each Government which participated in the United Nations Conference on Trade and Employment, and to any other interested Government.

(*c*) The Secretary-General is authorized to register this Protocol in accordance with Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF the respective representatives, duly authorized, have signed the present Protocol.

DONE at Geneva, in a single copy, in the English and French languages, both texts authentic, this 27th day of October 1951.

2. Après le 7 novembre 1951, le présent Protocole sera ouvert à la signature au Siège des Nations Unies.

3. Les modifications et rectifications énoncées dans le présent Protocole feront partie intégrante de l'Accord général le jour où ledit Protocole aura été signé par tous les gouvernements qui seront à cette date parties contractantes audit Accord.

4. *a*) Le texte original du présent Protocole sera déposé auprès du Secrétaire général des Nations Unies, qui est autorisé à l'enregistrer.

b) Le Secrétaire général de l'Organisation des Nations Unies transmettra sans retard à tous les Membres de l'Organisation des Nations Unies, ainsi qu'aux autres gouvernements ayant pris part à la Conférence des Nations Unies sur le Commerce et l'Emploi et à tout autre gouvernement intéressé, une copie certifiée conforme du présent Protocole et leur notifiera chaque signature qui sera apposée au présent Protocole.

c) Le Secrétaire général est autorisé à enregistrer le présent Protocole conformément aux dispositions de l'Article 102 de la Charte des Nations Unies.

EN FOI DE QUOI les représentants, dûment autorisés, ont signé le présent Protocole.

FAIT à Genève, en un seul exemplaire, en langues française et anglaise, les deux textes faisant également foi, le 27 octobre 1951.

For the Commonwealth of Australia: J. G. PHILLIPS 9 November 1951 *Pour le Commonwealth d'Australie:*

For the Republic of Austria:[1] *Pour la République d'Autriche:*

For the Kingdom of Belgium:[2] *Pour le Royaume de Belgique:* G. CASSIERS

For the United States of Brazil:[1] *Pour les Etats-Unis du Brésil:*

For Burma:[1] *Pour la Birmanie:*

For Canada: *Pour le Canada:* DAVID M. JOHNSON April 9, 1952

For Ceylon:[2] *Pour Ceylan:* K. P. G. PERERA

For the Republic of Chile:[1] *Pour la République du Chili:*

For the Republic of Cuba:[1] *Pour la République de Cuba:*

For the Czechoslovak Republic:[3] *Pour la République tchécoslovaque:* J. NOSEK June 5, 1952

For the Kingdom of Denmark: *Pour le Royaume de Danemark:* HOLTEN EGGERT 14.II.1952

For the Dominican Republic:[2] *Pour la République Dominicaine:* A. VILLADON

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[1] *Post*, p. 2699.

[2] Signed Oct. 27, 1951.

[3] Subject to reservation made at time of signing Torquay Protocol (TIAS 2420; 3 UST 588), which reads: "The signature by Czechoslovakia cannot be interpreted as an explicit or implicit recognition by Czechoslovakia of the Governments of Western Germany or Southern Korea or of their legal capacity to accede to the General Agreement."

On Sept. 29, 1951, the United States gave notice that it was invoking its rights under the declaration adopted by the Contracting Parties to the General Agreement on Tariffs and Trade on Sept. 27, 1951, and was suspending, effective immediately and until further notice, the obligations of the United States with respect to Czechoslovakia under the General Agreement.

For the Republic of Finland:[2] *Pour la République de Finlande:*
LEO TUÖMINEN

For the French Republic: *Pour la République française:*
H. HOPPENOT
24 avril 1952

For the Federal Republic of Germany:[1] *Pour la République fédérale d'Allemagne:*
HAGEMANN
a.r.

For the Kingdom of Greece: *Pour le Royaume de Grèce:*
ALEXIS KYROU
28 February 1952

For the Republic of Haiti:[2] *Pour la République d'Haïti:*
RENÉ SCUTT

For India: *Pour l'Inde:*
A. S. LALL
31st Dec. 1951

For the Republic of Indonesia:[1] *Pour la République d'Indonésie:*

For the Republic of Italy:[2] *Pour la République d'Italie:*
ANGELO DI NOLA

For the Republic of Liberia:[3] *Pour la République de Libéria:*
WILMOT A. DAVID

For the Grand-Duchy of Luxemburg:[2] A. DUHR *Pour le Grand-Duché de Luxembourg:*

For the Kingdom of the Netherlands: *Pour le Royaume des Pays-Bas:*
D. J. VON BALLUSECK
20 March 1952

For New Zealand:[1] *Pour la Nouvelle-Zélande:*

For the Republic of Nicaragua:[1] *Pour la République de Nicaragua:*

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[1] *Post*, p. 2699.
[2] Signed Oct. 27, 1951.
[3] Signed Torquay Protocol of Apr. 21, 1951, on June 19, 1951; withdrew from the General Agreement on Tariffs and Trade, effective June 13, 1953.

For the Kingdom of Norway:[2] *Pour le Royaume de Norvège:*
E. BÖRRESEN

For Pakistan: *Pour le Pakistan:*
A. A. FAROOQ
20th Feb. 1952

For Peru:[1] *Pour le Pérou:*

For Southern Rhodesia:[2] *Pour la Rhodésie du Sud:*
NOEL TOWNLEY

For the Kingdom of Sweden:[2] *Pour le Royaume de Suède:*
STIG SAHLIN

For the Republic of Turkey:[1] *Pour la République de Turquie:*

For the Union of South Africa:[2] *Pour l'Union Sud-Africaine:*
P. R. BOTHA

For the United Kingdom of Great Britain and Northern Ireland: *Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:*
R. T. CALLENDER
Dec. 19th 1951

For the United States of America:[2] *Pour les Etats-Unis d'Amérique:*
JOHN M. LEDDY

Certified true copy. Copie certifiée conforme.
For the Secretary-General: *Pour le Secrétaire général:*

A. H. FELLER
Acting Assistant Secretary-General in charge of the Legal Department.
Secrétaire général adjoint chargé du Département juridique, p. i.

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[1] *Post*, p. 2699.
[2] Signed Oct. 27, 1951.

Note by the Department of State

(a) The present Protocol was signed for the following countries on the dates indicated:

Austria	October 21, 1953
Burma [1]	September 12, 1952
Cuba	August 27, 1952
Indonesia	December 12, 1952
New Zealand	October 21, 1952
Peru	September 16, 1952
Turkey	October 10, 1952

(b) The following countries accepted the present Protocol, pursuant to the Torquay Protocol to the General Agreement on Tariffs and Trade, dated at Torquay April 21, 1951, by signature of the Torquay Protocol on the dates indicated:

Brazil	February 19, 1953
Chile	September 24, 1952
Nicaragua	June 30, 1953
Uruguay	November 16, 1953

[1] Subject to statement that "its signature should not be interpreted as an explicit or implicit diplomatic recognition of the Government of the Federal Republic of Germany and the Republic of Korea."

Translation

SCHEDULE II—BELGIUM—LUXEMBURG—NETHERLANDS

SECTION A—METROPOLITAN TERRITORIES

Rectifications or modifications in Section A are authentic only in the French language

PART I—Most-Favoured-Nation Tariff

Item 15 a

Sub-item "ex" shall read:

"wild rabbits and hares preserved fresh by any frigorific process (x)"

Item 19

The second paragraph of the Note shall read:

"On the quantities in excess of these quarterly quotas the Netherlands monopoly duty or the Belgian-Luxemburg charge is not bound."

Item 21 a. 1. B. I

Delete the words between parentheses.

Item 27

In the Note for the words "and" and "are" substitute:

"or" and "is", respectively

Item 51

The last sentence of the Note shall read:

"If imported for other purposes or under other conditions the Netherlands monopoly duty or the corresponding Belgian-Luxemburg charge is not bound."

Item 55 ex c

This sub-item shall read:

"c. 1"

In sub-item "c. 1" (new) delete:

"A" and "B"

In the Note sub-item "55 c" shall read:

"55 c. 1" (twice)

Item 68

The rates of the Netherlands monopoly duty, "f. 4.–" and "f. 1.–," in "Note 1" to this item shall read:

"f. 5.02" and "f. 1.26"

SCHEDULE II—BELGIUM—LUXEMBURG—NETHERLANDS (continued)

Item 70

The rate of the Netherlands monopoly duty, "f. 2.–," in the Note to sub-item "a" shall read:

"f. 2.51"

The rate of the Netherlands monopoly duty, "f. 1.50," in the Note to sub-item "b" shall read:

"f. 1.88"

Item 74

Insert in the Note after the word "charge":

"for buckwheat"

The rate of the Netherlands monopoly duty, "f. 2.–," in the Note to this item shall read:

"f. 2.51"

Item 75 ex a

This sub-item shall read:

"a. 1. B"

Item 84

The rate of the Netherlands monopoly duty, "f. 15.–," in the Note to sub-item "b" shall read:

"f. 18.83"

In sub-item "b" delete the "(x)."

Item 89

The rate of duty in sub-item "d," "f. 50.–," shall read: "f. 62.78"

Item 94c

Delete "x."

Item ex 99

This item shall be deleted and replaced by:

"95 Vegetable materials used in basket-making or sparterie:
ex d. Raffia bark (x) . . . . . free"

Item ex 100

The last sentence of the Note shall read:

"If imported for other purposes or under other conditions the Netherlands monopoly duty or the corresponding Belgian-Luxemburg charge is not bound."

Item ex 101

The last sentence of the Note shall read:

"If imported for other purposes or under other conditions the Netherlands monopoly duty or the corresponding Belgian-Luxemburg charge is not bound."

SCHEDULE II—BELGIUM—LUXEMBURG—NETHERLANDS (continued)

Item 102

The last sentence of the Note shall read:

"If imported for other purposes or under other conditions the Netherlands monopoly duty or the corresponding Belgian-Luxemburg charge is not bound."

Item 103

The last sentence of the Note shall read:

"If imported for other purposes or under other conditions the Netherlands monopoly duty or the corresponding Belgian-Luxemburg charge is not bound."

Item 105

The last sentence of the Note shall read:

"If imported for other purposes or under other conditions the Netherlands monopoly duty or the corresponding Belgian-Luxemburg charge is not bound."

Item 109

The last sentence of the Note shall read:

"If imported for other purposes or under other conditions the Netherlands monopoly duty or the corresponding Belgian-Luxemburg charge is not bound."

Item 111

The last sentence of the Note shall read:

"If imported for other purposes or under other conditions the Netherlands monopoly duty or the corresponding Belgian-Luxemburg charge is not bound."

Item 115

The last sentence of the Note shall read:

"If imported for other purposes or under other conditions the Netherlands monopoly duty or the corresponding Belgian-Luxemburg charge is not bound."

Item 123

The rate of duty in sub-item "ex b," "f.15.13," shall read:
"f.19.–"

Item 129

Delete the Note.

Items 134 and 136 [1]

Item 139 a.1.A

This item shall read:

"139 a.1 ex A"

Item 143 [1]

[1] These items, which are included in the French text hereof, do not affect the translation contained in TIAS 1700; 61 Stat., pts. 5 and 6.

SCHEDULE II—BELGIUM—LUXEMBURG—NETHERLANDS (continued)

Item 148

Sub-item "b" shall read:

"c"

Note 1 [1]

Item 154

The rate of duty, "f.254.24," shall read:

"f.319.20"

Item 165

The rate of the Netherlands monopoly duty in the Note to this item, "f.2.–," shall read:

"f.2.51"

Item 206

The duty, "f.1.82," in the Note (*) to the sub-item "ex b.3" shall read:

"f.2.28"

Item 294

The rates of duty, "f.2.–" (3 times) and "f.0.10" (3 times), shall read:

"f.2.51" and "f.0.13"

Item 329

Sub-item "ex c" shall read:

"others"

Item 346

Delete the "(x)" in all sub-items.

In sub-item "e" insert "(*)" after the word "other" and the following explanation:

"(*)The product "sodium potassium nitrate" is not subject to a Netherlands monopoly duty or a corresponding Belgian-Luxemburg charge."

Item 412 b

This sub-item shall read:

"b. China mats and similar mats, carpets and other fabrics:
1. matting (fabrics of raffia) . . . . . 12 p. c.
2. not specified . . . . . 18 p. c."

Item 554

This item shall read:

"Fabrics of textile materials, of Chapter 49, not elsewhere specified or included . . . . . 18 p. c."

Item 661

The rate of duty, "f. 0.61" (twice), shall read:

"f.0.76"

[1] This item, which is included in the French text hereof, does not affect the translation contained in TIAS 1700; 61 Stat., pts. 5 and 6.

SCHEDULE II—BELGIUM—LUXEMBURG—NETHERLANDS (continued)

Item 662

The rate of duty, "f.1.21" (twice), shall read:
"f.1.52"

Item 679a

This sub-item shall read:
"ex a"

Item 704 c.2

The rate of duty shall read:
"4 p.c."
Delete the footnote.

Item 757 a.1

The rate of duty shall read:
"4 p.c. (*)"

Item 823 b.3

This sub-item shall read:
"not specified"

Item 857 ex e

This sub-item shall read:

"e. Blocks and brasses (bearings and bearing liners): ex for automotive vehicles"

Item 864 [1]

Item 893 c.2.D

Delete the words between parentheses.

Item 926 a

Add the following words after the word "materials":

", weighing less than 250 kilograms"

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[1] This item, which is included in the French text hereof, does not affect the translation contained in TIAS 1700; 61 Stat., pts. 5 and 6.

SCHEDULE II—BELGIUM—LUXEMBURG—NETHERLANDS (continued)

SECTION B—BELGIAN CONGO AND RUANDA-URUNDI

Rectifications and modifications in Section B are authentic only in the French language

PART I—Most-Favoured-Nation Tariff

Item 36 ex a

This sub-item shall read:

"a. specified:
2. others:
ex. Plaster"

Item 72

Substitute "exclusive of" for "except."

The words "ex Lamps and lanterns" shall read:

"a. specified:
2. Lamps and lanterns not included in other tariff numbers"

Item 90 e

This sub-item shall read:

"90 e. Cotton fabrics of all kinds:
2. partly manufactured of bleached yarns . . . . . 20 p. c.
3. dyed in the piece, or wholly or partly manufactured of dyed yarns . . . . . 20 p. c.

Note: The fact that fabrics are mercerized in the piece or wholly or partly manufactured of mercerized yarns does not affect the tariffing of these items.

The lower duty applicable of fr. 500 per 100 kg net provided for fabrics dyed in the piece or wholly or partly manufactured of dyed yarns, is not bound.

4. Prints of all kinds:
[ex] mercerized in the piece or wholly or partly manufactured of mercerized yarns . . . . . 20 p. c.

Note: The lower duty applicable of fr. 500 per 100 kg net provided for printed fabrics is not bound."

SCHEDULE XI—FRANCE

Rectifications or modifications in this Schedule are authentic in the French language only

Section A—Metropolitan Territory

PART I—Most-Favoured-Nation Tariff

Item ex 3

Delete the words in parentheses.

Item ex 6

Delete the words in parentheses.

Item 24 [1]

Item 38 B

The description shall read:

"others, fresh and in the raw state, salted or dried"

Item ex 67 E

Delete "from July 1st to the last day of February" and insert:

"From July 1st to the last day of February, inclusive"

Item 78 A

Delete "From May 1st to October 31st" and insert:

"From May 1st to October 31st, inclusive".

Items 102 A to F

The title should read:

"Groats, semolina, husked or pearled cereal grains, crushed grains, in grist, germinated grains, flakes"

Item 118 G

Delete "apetalous in bags" and insert:

"petals of flowers in bags for perfumery"

Item 146 B

Delete "abrasin or eleococea oils" and insert:

"abrasin, eleococea or oïticica oils"

Item 146 G [1]

Item ex 183

Delete the word "other."

Item 190 B

After "otherwise" insert "in containers."

Item 195 A [1]

Item 195 B [1]

Item ex 204

This item number shall read:

"204 A"

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[1] These items, which are included in the French text hereof, do not affect the translation contained in TIAS 1700 ; 61 Stat., pts. 5 and 6.

SCHEDULE XI—FRANCE (Section A) (continued)

Item ex 230

After the word "other" insert:

"than residues of pressed apples containing 10% or less of water"

Items 281 A and B

These items shall read:

"281 Natural or artificial sand not elsewhere specified or included, including ground silica, calcined or not . . . . . Free"

Item ex 295

The description shall read:

"Ores of lead, other than alquifou, argentiferous or not"

After item 333

"Gasoline" shall read "334A Gasoline."

Item 360

This item shall read:

"360 A Natural radium-bearing elements . . . . . 5%"

Items 378 A and B

These items shall read:

"378 Arsenic acids . . . . . 10%"

Item 401 C

Delete "alundum."

Item 455 A

This item number shall read:

"ex 455"

Item ex 461

Delete "carborundum."

Item ex 493 A

After the words "ether oxides" insert:

"ether-oxide-alcohols"

Item ex 541

The second sub-item shall read:

"guanidines and their derivatives"

Chapter 32

The title shall read:

"Products of the distillation of wood, turpentine, resins, not elsewhere specified or included"

60602 O - 56(Part 2) - 81

SCHEDULE XI—FRANCE (Section A) (continued)

Item ex 593

This item shall read:

"Artificial lakes:

- with a basis of animal or vegetable colouring, not containing carmine 15%
- with a basis of organic colouring matter, containing in weight less than 3 p. 100 of organic colourings or less than 8 p. 100 of organic pigments in a dry state . . . . . 15%"

Item ex 611

This item shall read:

"Colours, pigments and opaque agents for ceramic, enamelling, glassmaking, containing cobalt in any form (cobalt oxide or other) . . . . . 17%"

Item ex 612

This item shall read:

"Vitrifiable compounds (enamels) containing cobalt in all its forms (cobalt oxide or other) . . . . . 17%"

Item 699 A

The third sub-item shall read:

"altered with natural resins, oils or otherwise"

Items 710 B to D

These items shall read:

"710 B – other (balata, gutta-percha, etc.) . . . . . Free"

Item 711

The description shall read:

"Synthetic rubber"

Item 713

After the word "Recovered" insert "rubber."

Item 714

The description shall read:

"Plates, sheets and strips of non-vulcanised rubber, including sawn articles, so-called "feuilles anglaises"

Item 722 D

Delete "mufflers (mittens) and gauntlets for industrial purposes" and insert:

"mufflers (mittens) and gauntlets for industrial purposes and other articles"

Item 722 E

Delete this item.

SCHEDULE XI—FRANCE (Section A) (continued)

Items 725 A to D

These items shall read:

"725 Other articles of rubber, not elsewhere specified or included . . . . . 14%"

Item 737 D

This item shall read:

"737 D Metallised leather (skins) 17%
737 E Patent leather (skins) . . . . . 17%"

Items 752 A and B

These items shall read:

"752 Sheath and case-makers wares not elsewhere specified or included . . . . . 25%"

Item 760 C

This item shall read:

"760 C – grey squirrel, hamster, Asian goat, sheep and Mouflon, ermine, China dog, foal, whole skins or sewn pieces . 10%

760 D – other furskins (including Persian lamb and kid), whole skins or sewn pieces, whether or not dyed or lustered . . . . . 10%"

Items 763 A to C

These items shall read:

"763 Wood for fuel . . . . . 8%"

Item 766 A

This item number shall read:

"ex 766 A"

Items 825 B, C and E

These items shall read:

"825 C – crystal paper 20%

825 D – grease-proof paper 25%

825 E – tracing paper 25%

825 G – wadding of cellulose . . . . . 25%"

Items ex 826 A and B

These items shall read:

"ex 826 Paper and cardboard not specified, in a continuous form:

– neither marked, nor watermarked, nor surfaced, nor rubbed, in reels or in sheets:
– – formed of a single layer of pulp (en un seul jet):
– – – straw paper and cardboard 18%
– – – other:
– – – – containing mechanical pulp:
– – – – – weighing per square metre more than 320 g . . 25%

SCHEDULE XI—FRANCE (Section A) (continued)

Items ex 826 A and B (continued)

- - - - without mechanical pulp:
- - - - - without rag pulp or containing less than 75% of rag pulp 25%
- - - - - containing 75% and more of rag pulp. 20%
- - formed of two or several layers (en deux ou plusieurs jets):
- - - with the interior of straw paper 18%
- - - with the interior of other than straw paper 25%
- marked, watermarked, surfaced or rubbed. . . . . 25%"

Items 859 A to D

These items shall read:

"Calendars and tear-off calendars:

859 A - tear-off calendar blocks and calendars directly printed on paper or cardboard with or without tear-off blocks, not further worked 18%

859 B - other, including pocket calendars, stitched, sewn, or bound in cloth . . . . . 22%"

Item 867 D

The last sub-item shall read:

"- - - lithography, offset, heliography, copper plate, stamping or other processes . . . . . 20%"

Item 868

The last sub-item shall read:

"- lithography, offset, heliography, copper-plate, stamping or other processes . . . . . 20%"

Chapter 55[1]

Items 919 A and B

The description shall read:

"919 Yarn of wool or fine hair, carded or combed, pure or mixed, put up for retail sale . . . . . 10%"

Items 927 A and B

These items shall read:

"927 Yarn of pure or mixed cotton, whether or not glazed or mercerized, put up for retail sale:

- on wooden bobbins 15%
- otherwise . . . . . 10%"

[1] The revised title of the French text does not affect the translation contained in TIAS 1700; 61 Stat., pts. 5 and 6.

SCHEDULE XI—FRANCE (Section A) (continued)

Items 958 and 966 [1]

Items 983 A and B

These items shall read:

"983 Pure or mixed cotton blankets, in pieces or made up . . . 15%"

Items 994 A and B

These items shall read:

"994 Fabrics of coconut fibres, pure or mixed, plain or figured . 25%"

Item 1032 B

This item shall read:

"Carpets with knotted or twisted bindings:

1032 B – of jute and assimilated fibres 30%

1032 C – of other textile materials . . . . . 30%"

Item ex 1033 E

This item shall read:

"ex 1033 E – of sisal hand made (doormats, rugs, Mourzouck type and the like) 25%

ex 1033 I – of manila, abaca, banana tree, agave, aloe or of maguey, hand made (doormats, rugs, Mourzouck type and the like) . . . . . 25%"

Item 1038

This item number shall read:

"ex 1038"

Item 1046 B

This item number shall read:

"1046 A"

Item 1055

This item number shall read:

"1055 A to F"

Items 1081 A to C

These items shall read:

"1081 Collars, detachable collars, shirt-fronts, cuffs for men and boys . . . . . 25%"

Items ex 1092 A and B

Delete items "ex 1092 A" and "ex 1092 B."

[1] These items, which are included in the French text hereof, do not affect the translation contained in TIAS 1700; 61 Stat., pts. 5 and 6.

SCHEDULE XI—FRANCE (Section A) (continued)

Items 1104 A to C

These items shall read:

"Stockings, socks, ankle socks and the like, knitted, of silk or floss silk (schappe), pure or mixed, with or without fancy work:

1104 A	– stockings, under-stockings, socks and half-hose:	
	– – stockings and under-stockings:	
	– – – on circular looms (tubular), seamless or with fictitious seams	22%
	– – – other	30%
	– – socks and half-hose	22%
1104 B	– ankle socks, soles and toe pieces	22%"

Items 1105 A to C

These items shall read:

"Stockings, socks, ankle socks and the like, knitted, of synthetic fibres, pure or mixed, with or without fancy work:

1105 A	– stockings, under-stockings, socks and half-hose . .	35%
1105 B	– ankle socks, soles and toe pieces	35%"

Item 1152 A

Insert before "textile materials":

"natural"

Items 1227 A and B

These items shall read:

"1227 Cast glass (hammered, impressed, corrugated) . . . . . 20%"

Items 1236 A and B

These items shall read:

"1236 Table or kitchen glassware (goblets, drinking glasses, cups, carafes, pitchers, plates, salad-bowls, radish-dishes, knife rests, etc.):

– not cut, dulled, engraved or decorated	17%
– cut, dulled, engraved or decorated otherwise than by simple moulding	20%"

Item ex 1283 D

This item shall read:

"Iron and steel in blooms, slabs, billets, flat bars, coils for re-rolling and rough forgings, iron and steel powder:

ex 1283 B	– coils for re-rolling:	
	– – of special alloy steel	18%
ex 1283 C	– other:	
	– – special alloy steel with a total content of all elements, other than iron, carbon, sulphur and phosphorus, of less than 10%	8%"

SCHEDULE XI—FRANCE (Section A) (continued)

Items 1347 A to C

These items shall read:

"1347 A and B Aluminium, unworked . . . . . 21%"

Item 1359 A

This item number shall read:

"ex 1359"

Item 1535 C

The description shall read:

"other: volumetrical rotary pumps (with pistons, vanes, gears, screws, etc.), pneumatic pumps, etc."

Item 1538 A

The title shall read:

"Motor-compressor and motor vacuum pump sets, turbo-compressors and vacuum turbo pumps"

Items 1569 A and B

These items shall read:

"1569 Simple machinery and apparatus for crushing, bruising, pulverising, not elsewhere specified or included, components and parts . . . . . 16%"

Items 1570 A to E

These items shall read:

"1570 Machinery and apparatus for sieving, sorting, classifying, washing, freeing from dust, not elsewhere specified or included (including electrostatic and magnetic apparatus), their parts and components . . . . . 16%"

Items 1578 A to C

These items shall read:

"1578 Machinery and apparatus for the preparation of concrete (concrete mixers, concrete-vibrators, etc.), their parts and components . . . . . 18%"

Items 1579 A to C

These items shall read:

"1579 Machinery and apparatus for the preparation of asphalt, bitumen, tarmacadams, tars and auxiliary apparatus (boilers, melting apparatus, "joints à temps," coating apparatus, etc.) their parts and components . . . . . 18%"

Item 1617 A [1]

[1] This item, which is included in the French text hereof, does not affect the translation contained in TIAS 1700; 61 Stat., pts. 5 and 6.

SCHEDULE XI—FRANCE (Section A) (continued)

Items 1626 B and ex 1626 E

These items shall read:

"1626 Accessories and components of weaving looms, hosiery looms, tulle, lace, embroidery looms, plait, trimming, net looms and all accessory apparatus and machines included under items 1625 A and B:

1626 B – haddles, ways, harness 18%

ex 1626 E – other, for hosiery, tulle, lace, embroidery looms, plait, trimming, net looms . . . . . 22%"

Item 1745 F

The last line of this sub-item shall read:

"of plastic materials or other materials"

Item 1746

The description shall read:

"electric current amplifiers of all kinds, not including amplifying lamps entered separately, and for all uses"

Items 1752 A to F

These items shall read:

"1752 Electric tubes, valves and lamps other than for lighting purposes, not elsewhere specified or included (frame electronic analysers, secondary transmitting tubes and electron multipliers, electrometer and photo-meter tubes, vacuum or gas thermo-electric torques, voltage and strength regulating tubes, etc.) . . . . . 20%"

Items 1755 A to C

These items shall read:

"1755 A and B Medical, dental and veterinary apparatus and accessories . . . . . 20%"

Items 1758 A to C

These items shall read:

"1758 A and B Electro-thermic cookery apparatus . . . . . 18%"

Items 1766 A to E

These items shall read:

"1766 A and B Electric ignition apparatus for engines . . . . 25%"

Items 1785 A to C

These items shall read:

"1785 Wagons, tip-wagons and berlin coaches for track of Om 60 and less gauge . . . . . 18%"

SCHEDULE XI—FRANCE (Section A) (continued)

Chapter 95

The title shall read:

"AUTOMOBILES, FACTORY, WAREHOUSE AND SIMILAR MOTOR EQUIPMENT, CYCLES AND OTHER VEHICLES"

Item 1799

This item number shall read:

"1799 B"

Item 1814

This item shall read:

"Trailers for the transport of goods:

1814 A	– with rails for the road hauling of railway carriages	35%
1814 B	– other, weighing per unit:	
	– – less than 100 kg.	20%
	– – 100 kg. inclusive to 1000 kg. exclusive	25%
	– – 1000 kg. and more	35%"

Items 1846 A and B

These items shall read:

"1846 Parts and components, not elsewhere specified or included, of all meters, apparatus for measuring, controlling, regulating or analysing for gaseous or liquid fluids or for temperature, electric measuring apparatus, and accessory devices . . . . . 20%"

Item 1924 B

The description shall read:

"turn-tables with electric or mechanical motor, with or without sound reproducing unit, including automatic record changer"

Items 1925 C and D

These items shall read:

"1925 C – other (perforated cardboard and paper, cylinders and records for automatic apparatus, musical boxes, etc.) . . . . . 25%"

SCHEDULE XI—FRANCE

The following text shall be substituted for Section C—French West Africa

Section C—French West Africa

PART I—Most-Favoured-Nation Tariff

F. W. A. Tariff Item Number	Description of products	Rate of duty
	Fish, simply salted, dried or smoked:	
01–33 a	– cod, stockfish, herrings	12%
01–33 z	– other	free
01–41	Milk, not condensed or sweetened	7%
01–42	Cream, not condensed or sweetened	7%
01–43	Condensed milk, without sugar or with sugar added	7%
	Cereal flours:	
02–61 a	– of wheat, spelt and meslin	5%
04–15	Fish, prepared or preserved	7%
	Bakers' products:	
04–43 a	– ship's biscuits (unsweetened)	5%
	Pastry and biscuits:	
04–45 a	– ship's biscuits, slightly sweetened	5%
04–91	Raw tobacco (in leaves or stalks)	25%
	Manufactured tobacco	
04–92 a	– Cigars	75%
04–92 b	– Cigarettes	75%
	Light petroleum products and assimilated products:	
ex 05–63 a	– gasoline:	
	– – from abroad	10%
ex 05–63 b	– white spirit:	
	– – from abroad	10%
ex 05–63 c	– refined petroleum (kerosene):	
	– – from abroad	10%
ex 05–63 z	– other:	
	– – from abroad	10%
	Heavy petroleum products and assimilated products:	
ex 05–64 a	– gas oils:	
	– – from abroad	4%
ex 05–64 b	– fluid fuel oils:	
	– – from abroad	4%
ex 05–64 c	– heavy fuel oils:	
	– – from abroad	7%

SCHEDULE XI—FRANCE (Section C—French West Africa) (continued)

F. W. A. Tariff Item Number	Description of products	Rate of duty
	Petroleum oils and assimilated products, lubricants with a base of petroleum products:	
ex 05–65 a	– white oils (known as vaseline oil or paraffin oil):	
	– – from abroad	7%
ex 05–65 b	– spindle and lubricating fuel oils:	
	– – from abroad	7%
ex 05–65 z	– other:	
	– – from abroad	7%
ex 05–66	Vaseline:	
	– from abroad	7%
ex 05–67	Paraffin:	
	– from abroad	7%
	Soap:	
07–62 a	– ordinary	20%
07–62 z	– other	20%
07–76	Matches	15%
08–34	Rubber tyres for vehicles	25%
	Cotton fabrics:	
12–47 a	– plain, mercerized or not	20%
12–47 b	– with honeycomb, huckabak and similar weaves	20%
12–47 c	– gauze-woven	20%
12–47 d	– dimity, damask and the like	20%
12–47 e	– piqués, reps and similar fabrics	20%
12–47 f	– brochés (muslin, satin-stitch and the like)	20%
12–47 g	– figured (mercerized or not)	20%
12–48	Fabrics of rayon and other continuous artificial fibres	20%
ex 12–63	Velvets, plushes, looped fabrics, chenille fabrics and assimilated fabrics:	
	– cotton velvets and plushes	20%
ex 12–93	Printed fabrics:	
	– of cotton	20%
13–21 to 13–24	Clothing	15%
13–36	Ties	15%
ex 14–12, ex 14–13, ex 14–16, ex 14–17	Footwear of all kinds, with uppers of canvas, rubber or rubberized fabric and soles of rubber or other materials, fastened by means of glueing or any other process	10%

SCHEDULE XI—FRANCE (Section C—French West Africa) (continued)

F. W. A. Tariff Item Number	Description of products	Rate of duty
	Hats and other head-gear, knitted or made-up of fabrics, lace fabrics (laizes) or felt in pieces, including coated fabrics:	
14–25 c	– berets, bonnets, skull caps and similar head-gear	5%
	Enamels, small glassware, glass fibres, ware of silica and cast quartz:	
15–39 b	– small glassware and articles of small glassware, vitrifications and articles of vitrification	16%
16–36	Fancy jewelled ornaments	10%
	Motors and power engines, not elsewhere specified or included:	
19–17 a	– explosion or injection motors with pistons for cars	25%
	Parts of steam engines, turbines, motors, propulsion units, pumps and compressors:	
19–19 a	– for cars	25%
19–4	Machines and apparatus for agriculture	free
20–1	Generators, motors, electric transformers and converters; batteries, accumulators, electric appliances	7%
20–21	Electrical signalling apparatus	7%
20–22	Apparatus and lamps for electric lighting:	
	– pocket lamps and cases for pocket lamps	6%
	– other	7%
20–23	Electrical telegraph and telephone apparatus . . .	7%
20–24	Radio-electric apparatus	7%
20–25	Electric tubes, valves and lamps, other than for lighting purposes	7%
20–26	Medical radiology apparatus and electrical medical apparatus	7%
20–27	Electrothermic apparatus and electric domestic apparatus	7%
20–28	Electrical starters and electric ignition apparatus for engines; electrical equipment for car bodies . .	7%
20–29	Electrical apparatus, not elsewhere specified or included	7%
21–21	Automobiles for carrying passengers	30%
21–22	Automobiles for carrying goods	30%

SCHEDULE XI—FRANCE (Section C—French West Africa) (continued)

F. W. A. Tariff Item Number	Description of products	Rate of duty
ex 21–23 a to b2 B	Agricultural and other tractors, except "gazogene" tractors:	
	– within a yearly quota of 1,000 tractors, inclusive .	15%
	– outside quota	30%
21–24	Vehicles for special purposes; storehouse trolleys .	30%
21–25	Coachwork and parts of coachwork	30%
21–26	Chassis; parts and components of chassis	30%
	Cycles and motorcycles, their parts and components:	
21–27 a	– cycles	5%
ex 21–27 c	– parts and components of cycles	5%

SCHEDULE XI—FRANCE

Section C—French West Africa

PART II—Preferential Tariff

F. W. A. Tariff Item Number	Description of products	Rate of duty
	Light petroleum products and assimilated products:	
ex 05–63 a	– gasoline:	
	– – from controlled factories of the French Union .	7%
ex 05–63 b	– white spirit:	
	– – from controlled factories of the French Union .	7%
ex 05–63 c	– refined petroleum (kerosene):	
	– – from controlled factories of the French Union .	7%
ex 05–63 z	– other:	
	– – from controlled factories of the French Union .	7%
	Heavy petroleum products and assimilated products:	
ex 05–64 a	– gas oils:	
	– – from controlled factories of the French Union .	3%
ex 05–64 b	– fluid fuel oils:	
	– – from controlled factories of the French Union .	3%
ex 05–64 c	– heavy fuel oils:	
	– – from controlled factories of the French Union .	5%
	Petroleum oils and assimilated products, lubricants with a base of petroleum products:	
ex 05–65 a	– white oils (known as vaseline oil or paraffin oil):	
	– – from controlled factories of the French Union .	5%
ex 05–65 b	– spindle and lubricating fuel oils:	
	– – from controlled factories of the French Union .	5%
ex 05–65 z	– other:	
	– – from controlled factories of the French Union .	5%
ex 05–66	Vaseline:	
	– from controlled factories of the French Union . .	5%
ex 05–67	Paraffin:	
	– from controlled factories of the French Union .	5%

SCHEDULE XI—FRANCE

The following text shall be substituted for Section E—French Establishments in Oceania

Section E—French Establishments in Oceania

PART I—Most-Favoured-Nation Tariff

Tariff Item Number	Description of products	Rate of duty
	Preserved milk:	
ex 30	– condensed, sweetened or not	1%
	Butter:	
ex 31	– preserved	1%
	Vegetables, edible plants, roots and tubers:	
67 D	– onions, fresh or in a like condition	2%
	– potatoes:	
67 E	– – fresh or in a like condition	free
68 B	– – desiccated, dehydrated or drained, whether or not cut in pieces or slices	free
69	Pulses	free
ex 71 to 75 & ex 80	Edible fruits, dried and drained	free
101 A	Wheat flour	2%
ex 161 & 162	Preserved meat: – in tins	1%
ex 164	Preserved salmon and pilchards	free
167B	Refined sugar:	
	– of beet, cane and the like	10%
	– other	10%
	Preparations with a base of flour or fecula: – other:	
ex 187 B	– – sweetened biscuits	2%
ex 191 & 192	Tinned fruits	free
	Tobacco:	
ex 236	– manufactured:	
	– – cigars	10%
	– – cigarettes	10%
238	Salt (sodium chloride)	1%
334 A	Gasoline	8%
334 C	Refined petroleum (kerosene)	8%
335	Gas oils, fuel oils	10%

SCHEDULE XI—FRANCE (Section E—French Oceania) (continued)

Tariff Item Number	Description of products	Rate of duty
336	Petroleum oils and assimilated products, lubricants with a base of petroleum products:	
	– fuel oil	10%
	– other	5%
ex 599	Colours ground in oil, other than lamp black and petroleum black	5%
746	Saddlery goods	10%
750	Travel articles	10%
754	Articles of clothing, of leather, hides or skins, or of artificial leather, lined or not	10%
765 A, 766 A & 767 A	Common wood, in logs, squared or sawn	free
825 to 835	Paper and cardboard, in bobbins or in sheets	8%
836 to 852	Articles of paper and cardboard	8%
853 to 868	Products of the book industry and products of the graphic arts:	
	– books, newspapers and publications	free
	– other	8%
ex 935 to 950	Rope and twine	free
ex 951 to 997 ex 1021 to 1031 ex 1054 to 1067	Piece goods of any textile material	10%
1071 to 1085	Clothing	15%
1086 to 1093	Made-up articles of fabrics not elsewhere specified or included	15%
1143 to 1149	Footwear	15%
1398 to 1434	Metallic structures; vats and tanks; metallic wrappings; cables, wire netting, lattice work and trellis; chains; springs; tack and nailmakers' wares, bolt and screwmakers' wares	12%
1435 to 1439	Tools and hand tools	8%
1461	Flexible tubing and piping	12%
1462 to 1475	Ironmongery and locksmithing	12%
1476 to 1518	Metallic furniture; lighting and heating articles; metal articles for ornament; buckles; metal articles of haberdashery; fasteners; miscellaneous articles of metal	12%
ex 1527	Motors with pistons:	
	– for automotive vehicles	25%

SCHEDULE XI—FRANCE (Section E—French Oceania) (continued)

Tariff Item Number	Description of products	Rate of duty
ex 1539	Spare parts:	
	– for automotive vehicles	25%
1587 to 1595	Machines and apparatus for agriculture	free
1630	Sewing machines	8%
1662	Typewriters	8%
1700 to 1705	Generators, motors, electric transformers and converters	8%
1706	Electric batteries	10%
1707	Accumulators:	
	– for cars	20%
	– other than for cars	10%
1709 to 1720	Electric appliances	8%
1727 to 1729	Electrical signalling apparatus	8%
	Portable lamps, having their own source of power (pocket lamps and the like):	
1730 A	– complete lamps	10%
1731	Electrically equipped lighting apparatus, not elsewhere specified or included	8%
1732	Incandescent lamps and tubes	10%
1733 to 1735	Arc lamps; electric discharging lamps and tubes and other lamps and tubes for electric lighting; parts and components of lamps and tubes for electric lighting	8%
1736 to 1741	Telegraph and telephone apparatus	8%
1742 to 1746	Radio-electric apparatus	8%
1747 to 1753	Electric tubes, valves and lamps other than for lighting purposes	8%
1754 to 1756	Medical radiology apparatus and electrical medical apparatus	8%
1757 to 1764	Electrothermic apparatus and electric domestic apparatus	8%
1765 to 1769	Electric starters and electric ignition apparatus for engines; electrical equipment for car bodies; electrical apparatus not elsewhere specified or included	8%
1797	Automobiles for carrying passengers	30%
	Automobiles for carrying goods:	
1798 A	– lorries	30%
1798 B	– tractors	free

60602 O - 56(Part 2) - 82

SCHEDULE XI—FRANCE (Section E—French Oceania) (continued)

Tariff Item Number	Description of products	Rate of duty
1801 & 1802	Coachwork for automobiles and parts of coachwork for automobiles	25%
1803 & 1804	Complete chassis for automobiles, chassis parts and components	25%
ex 1992 ex 1993 ex 1994 ex 1997 ex 1998 B ex 1999	Sports articles of leather	10%

SCHEDULE XI—FRANCE

The following Section shall be substituted for Section I—Madagascar and Dependencies

Section I—Madagascar and Dependencies

PART I—Most-Favoured-Nation Tariff

Madagascar Tariff Item Number	Description of products	Rate of duty
30	Condensed milk, including buttermilk, lactoserum and cream, condensed:	
	– without sugar	free
	– with addition of sugar	5%
31	Butter, fresh, melted or salted	15%
	Apples, pears and quinces, fresh:	
ex 76 A	– table apples	10%
ex 76 B	– table pears	10%
	Cereal flours:	
101 A	– of wheat, spelt and meslin, whatever the milling rate	10%
173	Confectionery (bonbons, pastilles, dragées, caramels, nougats etc.) without cocoa or chocolate	10%
	Preparations of flour, starch or malt extracts, of the kind used as infant food or for dietetic or culinary purposes, without cocoa or containing less than 50% of cocoa:	
ex 183	– without cocoa:	
	– – malted milk, whatever the sugar content	5%
	Bakers' products:	
185 A	– ship's biscuits	15%
	Pastry and biscuits:	
ex 187 B	– dry biscuits:	
	– – without cocoa or containing less than 20% of cocoa:	
	– – – without sugar or honey	15%
	– – – sweetened	10%
ex 194	Jams, fruit jellies, marmalades, "compotes," stews, "purées" and pulps, sweetened, containing 40% or less of water	10%
214	Wines (other than liqueurs and assimilated wines and sparkling wines) exclusively obtained from the fermentation of fresh grapes or of fresh grape juice	20%
236	Manufactured tobacco	50%

SCHEDULE XI—FRANCE (Section I—Madagascar and Dependencies) (con.)

Madagascar Tariff Item Number	Description of products	Rate of duty
	Light petroleum products and assimilated products:	
ex 334 A	– gasoline:	
	– – from abroad	5%
ex 334 C	– refined petroleum (kerosene):	
	– – from abroad	5%
ex 336 A to C	Petroleum heavy oils and assimilated products, lubricants with a base of petroleum:	
	– from abroad	5%
596 A and B	Varnishes	15%
599 A and B	Paints	15%
636	Candles, tapers, bowl tapers, night-lights, and similar articles of any material (tallow, solid oils of vegetable origin, animal wax, stearine, paraffin, mineral or artificial waxes, etc.)	15%
ex 969 A	Blankets of wool or hair, in pieces or made up:	
	– blankets of pure wool	10%
	Pure cotton fabrics and assimilated fabrics, plain, not mercerized:	
ex 973 A	– unbleached:	
	– – fabrics of pure cotton, plain, unbleached, known as "kaffir sheetings"	10%
ex 983	Pure cotton blankets, in pieces or made up	10%
	Footwear with natural or artificial leather or rubber soles, with uppers of leather or assimilated materials, not elsewhere specified or included:	
ex 1143 A	– footwear not extending above the ankle:	
	– – for men	15%
ex 1143 B	– footwear extending above the ankle:	
	– – for men	15%
ex 1147 A to C	Footwear with wooden or cork soles:	
	– with uppers made wholly or partly of leather:	
	– – for men	15%
	Footwear with soles of other material:	
ex 1148 A	– with uppers made wholly or partly of leather:	
	– – for men	15%
	Special footwear for sport:	
ex 1149 A to D	– with uppers made wholly or partly of leather and soles of leather or other materials:	
	for men	15%

SCHEDULE XI—FRANCE (Section I—Madagascar and Dependencies) (con.)

Madagascar Tariff Item Number	Description of products	Rate of duty
ex 1295 A	Sheet-iron, unfigured (smooth or corrugated, flat or in rolls): – sheets of iron, coated with tin, copper, lead or zinc	15%
ex 1296	Sheet-iron, figured (cut otherwise than in a square or rectangular form, perforated, curved, etc.): – sheets of iron, coated with tin, copper, lead or zinc	15%

SCHEDULE XI—FRANCE

Section I—Madagascar and Dependencies

PART II—Preferential Tariff

Madagascar Tariff Item Number	Description of products	Rate of duty
ex 334 A	Light petroleum products and assimilated products: – gasoline: – – from controlled factories of the Metropolitan territory	1%
ex 334 C	– refined petroleum (kerosene): – – from controlled factories of the Metropolitan territory	1%
ex 336 A to C	Petroleum heavy oils and assimilated products, lubricants with a base of petroleum: – from controlled factories of the Metropolitan territory	1%

SCHEDULE XI—FRANCE

The following text shall be substituted for Section K—New Caledonia and Dependencies

Section K—New Caledonia and Dependencies

PART I—Most-Favoured-Nation Tariff

New Caledonia Tariff Item Number	Description of products	Rate of duty
ex 14	Meat, salted, dried, smoked, cooked or otherwise treated:	
	– pork:	
	– – bacon	free
	– – ham and other	4%
21	Milk, not condensed, without sugar	free
23	Condensed milk, including buttermilk, lactoserum and cream, condensed	free
24	Butter, fresh, melted or salted	3%
25	Cheese of all kinds	1%
	Vegetables and pot herbs, fresh or in a like condition:	
ex 32 B	– onions	free
32 C	– potatoes	6%
	Vegetables and pot herbs, desiccated, dehydrated or drained:	
33 B	– potatoes, whether or not cut in pieces or slices	6%
ex 56	Rice (in the straw or in grains, including glazed)	30%
60 A	Flours of wheat, spelt and meslin	free
	Beet sugar, cane sugar and similar sugars:	
106 A	– raw sugar, including sugar made from waste	free
106 B	– refined sugar or agglomerated sugar, including candy	free
ex 119	Malted milk, whatever the sugar content	free
ex 123 B	Dry biscuits, containing sugar	free
130	Jams, fruit jellies, marmalades, "compotes," stews, "purées" and pulps, sweetened	free
148	Beer	25%
150	Wines (other than liqueurs and assimilated wines and sparkling wines), exclusively obtained from the fermentation of fresh grapes or of fresh grape juice	50%

SCHEDULE XI—FRANCE (Section K—New Caledonia and Dependencies) (continued)

New Caledonia Tariff Item Number	Description of products	Rate of duty
155	Spirits	13%
164	Salt (sodium chloride)	free
ex 177	Cinders from coal	free
178	Coal, crude	free
179	Coal, coke and semi-coal coke (metallurgic or obtained in gasworks)	free
256	Ordinary soaps	10%
ex 257	Other soaps (toilet, perfumed and other soaps), not containing sugar or alcohol	20%
305	Rubber tyres for vehicles	10%
	Curried leather and hides and skins, processed further than tanned:	
	– hides of large bovine animals:	
311 B	– – other	free
	– other:	
311 D	– – other:	
	– – – sheepskins, mineral tanned or vegetable tanned, not scraped, dyed, matte or smooth for footwear linings	free
315	Harnessmakers' goods	10%
316	Saddlery:	
	– stock saddles and other saddles	10%
	– other articles	40%
317	Portfolios, satchels, music cases and the like, shopping bags and baskets	15%
318	Travel articles	15%
319	Morocco wares, sheath and case-makers' wares, not elsewhere specified or included	15%
320	Clothing of leather, of artificial skin or leather	10%
322	Industrial articles of natural or artificial leather, with or without accessories of other materials	free
323	Other articles of leather, skin, artificial leather, gut, gold-beater's skin, bladders and tendons, not elsewhere specified or included	15%
325	Wood, rough	free
326	Wood, squared or sawn	free

SCHEDULE XI—FRANCE (Section K—New Caledonia and Dependencies) (continued)

New Caledonia Tariff Item Number	Description of products	Rate of duty
ex 390	Fabrics of pure wool	10%
391	Blankets of wool or hair, in pieces or made up . .	10%
ex 432 A	Woven carpets:	
	– of wool	10%
	Stockings, under-stockings, socks, ankle socks, soles, toe pieces and the like:	
489	– knitted, of silk or floss silk (schappe), pure or mixed.	10%
491	– knitted, of wool or fine hair, pure or mixed . . .	15%
493	– knitted, of cotton, pure or mixed	15%
494	– knitted, of rayon or other continuous artificial fibres, pure or mixed	15%
	Knitted underwear:	
497	– of silk or floss silk (schappe), pure or mixed . . .	10%
499	– of wool or fine hair, pure or mixed	15%
501	– of cotton, pure or mixed	15%
502	– of rayon or other continuous artificial fibres, pure or mixed	15%
	Knitted clothing:	
505	– of silk or floss silk (schappe), pure or mixed . . .	10%
507	– of wool or fine hair, pure or mixed	15%
509	– of cotton, pure or mixed	15%
510	– of rayon, cellulose-wool fibre or other artificial fibres, pure or mixed	15%
	Knitted layette articles:	
512	– of silk or floss silk (schappe), pure or mixed . . .	10%
514	– of wool or fine hair, pure or mixed	15%
516	– of cotton, pure or mixed	15%
517	– of rayon, cellulose-wool fibre or other artificial fibres, pure or mixed	15%
	Knitted articles, not elsewhere specified or included:	
ex 526	– clothing accessories:	
	– – of silk, floss silk waste or floss silk (schappe). .	10%
	– – of wool, cotton or rayon	15%
ex 527	– other knitted articles, not elsewhere specified or included:	
	– – of silk, floss silk (schappe) or floss silk waste .	10%
	– – of wool, cotton or rayon	15%

SCHEDULE XI—FRANCE (Section K—New Caledonia and Dependencies) (continued)

New Caledonia Tariff Item Number	Description of products	Rate of duty
ex 532 to 537	Footwear:	
	– low-cut shoes:	
	– – of skin, leather, silk fabric, pure or mixed . .	10%
	– shoes extending up to the ankle	10%
	– slippers, lined or not	10%
	– children's footwear, with soles of leather or skin, of less than 17 cms. in length	10%
614	Universal plates	5%
ex 617	Smooth sheet-iron, figured or not, uncovered or covered:	
	– coated with tin, copper, lead or zinc	10%
	– other	5%
ex 618	Extruded wire:	
	– of iron or steel	free
623	Tubes and pipes, of iron or steel, unworked or worked and polished or covered	10%
ex 649	Cables, slings and strops:	
	– of iron or steel	free
ex 673 & 674	Household articles, articles of hygiene and for domestic and professional use, and parts thereof, of cast iron, iron or steel, painted, polished, lead-coated, zinc-coated, galvanized or varnished . . .	10%
	Refrigerating furniture, ready for use (chests, preserving boxes, refrigerated counters, refrigerating windows, refrigerated fountains) weighing per unit:	
ex 721	– 500 kilos or less	10%
722	Unfitted refrigerator cabinets, isotherm cabinets, ice cream freezers and the like	10%
723	Refrigerating equipment with its constituent parts fixed on a common base	10%
ex 734–740	Machines and apparatus for extracting and digging; machines and apparatus for bruising, screening and agglomerating mineral materials; machines and apparatus for the ceramic industry, glass-making, iron smelting and casting:	
	– machines for extraction of ores	5%
	– machines, complete, used for the refinement of all ores	free
741–747	Machines and apparatus for agriculture	free

SCHEDULE XI—FRANCE (Section K—New Caledonia and Dependencies) (continued)

New Caledonia Tariff Item Number	Description of products	Rate of duty
760	Heads of sewing machines, with or without electric motor	7%
761	Stands, transmission gears, parts and accessories of sewing machines	7%
783	Typewriters and the like	6%
807	Electric generators and motors, rotary converters, parts and components	10%
ex 810	Electric batteries of all kinds: Dry cells	10%
811	Electric accumulators, and accumulator plates	20%
ex 826	Incandescent lamps and tubes, with carbon filaments	20%
843	Revolving electric domestic apparatus, not elsewhere specified or included (ventilators, called "ventilators for flats," vacuum cleaners, floor-waxing apparatus, domestic and other machines)	10%

SCHEDULE XI—FRANCE

Section N—Tunisia

PART I—Most-Favoured-Nation Tariff

Item 340A [1]

Item ex 765 A

Insert between "6.50 m." and "15.50 m.":

"exclusive"

Items 1588 to 1595

These items shall read:

Tunisian Tariff Item Number	Description of products	Rate of duty
1588 A to F	Agricultural machinery for preparing and draining the soil	free
1589	Seed drills and fertilizer distributors:	
	– Seed drills and wheel distributors:	
	– – manure distributors	5%
	– – other	free
	– other (including barrow seed drills), parts and components of all seed drills and fertilizer distributors	free
	Agricultural harvesting and haymaking machinery:	
1590 A	– mowing and swath-laying machines:	
	– – motor mowing machines and crossbars to be set up on tractors	5%
	– – other	free
1590 B	– reaper-binder machines	free
1590 C	– combined harvester-thresher machines, with or without motor	free
1590 D	– haymaking apparatus and similar apparatus	free
1590 E	– trussing machines (without motor)	5%
	– other apparatus	free
	– parts of the above-mentioned apparatus, excluding parts of threshing machines:	
	– – of apparatus imported free of duty	free
	– – other	5%
	Agricultural threshing and pressing machinery:	
1591 A	– grain threshers (cereals and seeds)	free
1591 B	– straw and fodder presses	free

[1] This item, which is included in the French text hereof, does not affect the translation contained in TIAS 1700; 61 Stat., pts. 5 and 6.

SCHEDULE XI—FRANCE (Section N—Tunisia) (continued)

Tunisian Tariff Item Number	Description of products	Rate of duty
	Apparatus and instruments for vegetable treatment and protection, and similar apparatus and instruments, their parts and components:	
1592 A	– hand apparatus and implements (blowers, syringes, water-hose nozzles, etc.)	free
1592 B	– apparatus carried on the back, pack-saddle, or hand-cart (sulphurators, powder sprinklers, sprayers, etc.)	free
1592 C	– other apparatus with engines (self-propellers, etc.).	5%
1592 D	– parts and components.	free
1593 A & B	Apparatus for aviculture and apiculture not elsewhere specified or included, their parts and components	free
	Farming implements, not elsewhere specified or included, their parts and components:	
1594 A	– apparatus for preparing animal foodstuffs and similar apparatus	free
1594 B	– fodder unloaders of any system, ensilaging apparatus, manure carriers and parts	5%
1594 C	– other (automatic watering troughs, seedbeds, etc.) .	5%
	Other appliances for agriculture, not elsewhere specified or included:	
1595 A	– egg-, fruit-, tuber-sorting apparatus	5%
1595 B	– other (winnowing machines, etc.)	free

(*b*) Schedules contained in Annexes A and B of the Annecy Protocol of Terms of Accession, dated 10 October 1949[1]

SCHEDULE XI—FRANCE

Rectifications or modifications in this Schedule are authentic in the French language only

Section A—Metropolitan Territory

PART I—Most-Favoured-Nation Tariff

Item ex 23 A

This item shall read:

"Fresh-water fish, fresh (live or dead) or preserved in a fresh condition:
– salmonidae:
– – trout . . . . . 20%"

Item ex 171

This item number shall read:

"ex 171 B"

Item ex 434

Delete "other:" in the second sub-item.

Chapter 32

This title shall read:

"PRODUCTS OF THE DISTILLATION OF WOOD, TURPENTINE AND RESINS, NOT ELSEWHERE SPECIFIED OR INCLUDED"

Item 825 B

This item number shall read:

"825 C"

Item ex 825 C (the first one)

This item number shall read:

"825 D"

Item 825 C (the second one)

This item number shall read:

"825 E"

[1] Treaties and Other International Acts Series 2100; 64 Stat., pt. 3, p. B139.

SCHEDULE XI—FRANCE (Section A) (continued)

Items 1283 B and 1283 D

These two items shall read:

	"Iron and steel in blooms, slabs, billets, sheet bars, coils for rerolling and rough forged chains; iron and steel powder:	
ex 1283 B	– coils for rerolling:	
	– – special non-alloy steel	16%
ex 1283 C	– other:	
	– – special non-alloy steel	8%
	– – special alloy steel, with a total content of all elements other than iron, carbon, sulphur and phosphorus, of:	
	– – – less than 10%	8%
	– – – 10% and more	8%"

SCHEDULE XI—FRANCE

The following text shall be substituted for Section C—French West Africa

Section C—French West Africa

PART I—Most-Favoured-Nation Tariff

F. W. A. Tariff Item Number	Description of products	Rate of duty
	Paper and cardboard not specified, in a continuous form:	
	– neither marked, nor watermarked, nor surfaced, nor rubbed:	
	– – formed of a single layer of pulp (en un seul jet):	
11–22 b	– – – Kraft paper and cardboard	5%
	– – formed of two or more layers of pulp (en deux ou plusieurs jets):	
ex 11–23	– – – Kraft paper and cardboard	5%
	– marked, watermarked, surfaced or rubbed:	
ex 11–25	– – Kraft paper and cardboard	5%
	Lighting and heating apparatus, not electric:	
ex 18–32 a	– lighting apparatus, parts and components:	
	– – incandescent lamps with liquid fuel under pressure, of pure or alloy copper	7%
ex 18–32 b	– heating apparatus, parts and components:	
	– – heaters with liquid fuel under pressure of pure or alloy copper	7%
ex 18–23	Hand mechanical tools:	
	– blow lamps:	
	– – of pure or alloy copper	7%

SCHEDULE XI—FRANCE

Section I—Madagascar and Dependencies

PART I—Most-Favoured-Nation Tariff

Item ex 767 A and B

This item number shall read:

"ex 767 A"

SCHEDULE XXV—GREECE

Rectifications or modifications in this Schedule are authentic only in the French language

PART I—Most-Favoured-Nation Tariff

Item 97 Ex. a. 3

"Machinery and apparatus for the textile industry . . . etc. . . ." shall read:

"97 a bis Machinery and apparatus for the textile industry . . . etc. . . ."

Item 97 Ex. a. 3

"Printing works machinery . . . etc. . . ." shall read:

"97 a ter Printing works machinery . . . etc. . . ."

Item 134 d shall read:

"134 d	Machinery and apparatus for wireless, telegraph and telephony, and parts thereof imported separately, including tubes:	
1	Radio-receivers, current models of 6 tubes or less, including the rectifier (without phonographs or similar attachments)	ad valorem 16%
2	Other radio and television receivers	ad valorem 20%
3	Other	ad valorem 20%
4	Parts and components of apparatus included under 1, 2 and 3 above	ad valorem 18%"

60602 O - 56(Part 2) - 83

SCHEDULE XXVII—ITALY [1]

Rectifications or modifications in this Schedule are authentic only in the French language

PART I—Most-Favoured-Nation Tariff

Item 337

Delete sub-items "ex i," "m" and insert:

"ex h" and "l"

Item 341

Delete sub-item "h" and insert:

"g"

Item 394–a

Delete sub-items "a 4" and "a 6" and insert:

"a–6" and "a–8"

Insert at the end of item 394–a the following sub-items:

"4) containing D threo 1-p. nitrophenyl 2-dichloracetamido-propane 1-3 diol 20%

5) containing other antibiotics . . . . . 20%"

Item 466–a

The description of item 466 a (1) shall read as follows:

"1) Natural sodium nitrate containing not more than 16.23 per cent of nitrogen

Natural sodium nitrate containing not more than 16.23 per cent of nitrogen is admitted free of duty within the limits of an annual quota of 500,000 quintals from all countries, under regulations and conditions to be established by the Minister of Finance."

Item ex 926–b

Delete the letter "b" and insert:

"c"

[1] With the exception of items included in this translation of the Schedule, items in the French text do not affect the translation contained in TIAS 2100; 64 Stat., pt. 3, p. B139, and, therefore, have been omitted.

(*c*) Schedules contained in Annexes A and B of the Torquay Protocol to the General Agreement on Tariffs and Trade, dated April 21, 1951.[1]

SCHEDULE II—BELGIUM—LUXEMBURG—NETHERLANDS

SECTION A—METROPOLITAN TERRITORIES

Rectifications or modifications in Section A are authentic only in the French language

PART I—Most-Favoured-Nation Tariff

Item 1

Delete the word "ex" and replace by:

"a"

Second line [2]

In the Note the words "and" and "are" shall read:

"or" and "is", respectively

Item 3

Delete the word "ex" and replace by:

"a"

In the Note the words "and" and "are" shall read:

"or" and "is", respectively

Item 4

Delete the word "ex" and replace by:

"a"

In the Note the words "and" and "are" shall read:

"or" and "is", respectively

Item 6

Delete the word "ex" and replace by:

"a"

In the Note the words "and" and "are" shall read:

"or" and "is", respectively

[1] Treaties and Other International Acts Series 2420; 3 UST, pt. 1, pp. 625, 1490.

[2] This item, which is included in the French text hereof, does not affect the translation contained in TIAS 2420; 3 UST 588.

SCHEDULE II—BELGIUM—LUXEMBURG—NETHERLANDS (continued)

Item 49

Sub-item "ex b" and footnote (1) shall read:

"b. Seed potatoes:

1. from October 1 to the last day of February, inclusive, a quantity not in excess of 10,000 metric tons per period (1) . . . . . 5 p. c."

"(1) Admission under this sub-item is subject to conditions to be determined by the Minister of Finance."

In the Note the words "and" and "are" shall read:

"or" and "is", respectively

Item 51

In the last sentence of the Note the words "and" and "are" shall read:

"or" and "is", respectively

Item 55 c. 1

The capital "B" shall read:

"ex"

Item ex 74

Insert in the Note after the word "charge":

"for millet and other cereals"; also the words "and" and "are" shall read:

"or" and "is", respectively

Item 75

Sub-item "ex a" shall read:

"a. 1 A"

Item 84

In the Note the words "and" and "are" shall read:

"or" and "is", respectively

Item 105

In the last sentence of the Note the words "and" and "are" shall read:

"or" and "is", respectively

Item 117

Sub-item "ex b" shall read:

"b"

Item 139

Sub-item "ex B" shall read:

"ex A"

Item 140

Sub-item "ex 1" shall read:

"1 A"

SCHEDULE II—BELGIUM—LUXEMBURG—NETHERLANDS (continued)

Item 148

The sub-divisions of this item shall read:

"a. Preparations for soups and broths:
1. packaged:
A. Chicken-noodle soup (x)

b. Prepared soups:
1. packaged:
A. Tomato or pea soups (x)"

Item 155

Delete No. 1 of the Notes to this item.
The word "Notes" shall read:

"Note"

Delete figure "2."

Item 556

Sub-item "ex d" shall read:

"d"

Item ex 611

This item shall read:

"611 Hats for men, of straw, palm fibre, bark, wood-chip, esparto or other similar materials:
a. of straw, palm fibre, bark or wood-chip"

Item ex 614

This item shall read:

"614 Hats for women, of straw, palm fibre, bark, wood-chip, esparto or other similar materials:
a. of straw, palm fibre, bark or wood-chip"

Item 650

This item shall read:

"650 Fireproof bricks, and structural parts (of chamotte, dinas, magnesite, etc.):
a. of magnesite:
ex. fireproof bricks"

Item 679

Sub-item "ex b" shall read:

"ex a"

Item 748

Sub-item "ex c" shall read:

"c. 2"

SCHEDULE II—BELGIUM—LUXEMBURG—NETHERLANDS

SECTION B—BELGIAN CONGO AND RUANDA-URUNDI

Rectifications and modifications in Section B are authentic only in the French language

PART I—Most-Favoured-Nation Tariff

Item 59

Sub-item "A" shall read:

"a. specified:
2. others"

Sub-item "B" shall read:

"b. so-called enamel colours, with a base of pigments, siccative oils and natural or artificial resinous substances and with a density not exceeding 1.5, with the exception of cellulose varnishes . . . . . 12 p. c."

Delete "(+)."

Item 60

Sub-item "1. ex B" shall read:

"a. 2"

Item 64

The description shall read:

"Articles of clothing, underclothing and made-up goods of all kinds:
d. Stockings and socks, not containing silk
e. Inner spring mattresses"

Item 72

Insert [1]

Sub-item "b" shall read:

"b. not specified:
1. in wood
2. in bamboo, cane and similar materials
3. in metal
4. others"

Item 85

Sub-item "ex b" shall read:

"a. specified:
5. Calcium carbide"

Item 92

Sub-item "ex c" shall read:

"d"

[1] The insert included in the French text hereof does not affect the translation contained in TIAS 2420; 3 UST 588.

SCHEDULE XI—FRANCE

Rectifications and modifications in this Schedule are authentic only in the French language

Section A. Metropolitan territory

PART I—Most-Favoured-Nation Tariff

Item ex 25 B

This sub-item shall read:

"– – other than in filets"

After item 67 C

Insert the following new item:

"ex 67 D – – Garlic . . . . . 10% * * *"

Item ex 67 E

Insert the following new sub-item:

"– early . . . . . 30% * * * *"

After item ex 71 C

Insert the following new item:

"+ 72 C – Lemons . . . . . 15% * "

Item ex 73

Delete the reference "(a)" and the footnote at the bottom of the page.

After item 75 B

Insert the following new item:

"ex 77 D – Plums, entered:
– – from June 1st to October 31st, inclusive . 15% * * *"

Item 112 B

Delete the reference "(a)" and the footnote at the bottom of the page.

Item 112 C

Delete the reference "(a)" and the footnote at the bottom of the page.

Item 112 M

Delete the reference "(a)" and the footnote at the bottom of the page.

Item 112 Q

Delete the reference "(a)" and the footnote at the bottom of the page.

After item 146 E

Insert the following new items:

"+ 146 F – sesame oil, crude:
– – intended for soap works . . . . concession withdrawn
– – – other . . . . . concession withdrawn"

"+ 146 G – colza, rapeseed, mustard, camelina oils and oils of other cruciferous plants, crude:
– – intended for soap works . . . . concession withdrawn
– – other . . . . . concession withdrawn"

SCHEDULE XI—FRANCE (Section A) (continued)

Item 146 H, 146 J, 146 K, 146 O

Delete the reference "(a)" and the footnote at the bottom of the page.

Item ex 160

This sub-item shall read:

"–other than salami, bologna sausages, zamponi and cotecchini"

Item ex 190 B

After "weighing" insert:

"gross weight"

After item 212

Insert the following new item:

"ex 217 A – Vermouth, imported otherwise than in bottles, flasks, jars, and similar containers, containing up to 5 liters . . . . . 40% ****"

Item ex 289

This item shall read:

"Other mineral materials not elsewhere specified or included:

ex 289 A – vermiculite:
– – in blocks, waste, flakes, powder . . . . . free
289 B – other . . . . . free"

Item 483 D

This item number shall read:

"ex 483 D"

Item ex 486 B

Delete "– – other:";
delete one "–" before "orthophenylphenol"

Item ex 511 C

This item shall read:

"– tartaric acid, salts and esters thereof:
– – salts of tartaric acid:
– – – others:
– – – – double tartrate of potassium and sodium . . . . . 25%"

Item ex 541

The first sub-item shall read:

"– Guanidines and derivatives thereof, not including nitroguanidine"

Item ex 563 B

This item number shall read:

"563 B"

Item ex 565

Delete "– other:";
delete one "–" before "sarcosine"

SCHEDULE XI—FRANCE (Section A) (continued)

After item 610

Insert the following new item:

"+ ex 616 Essential oils, not 'deterpened', solid or liquid:
– of China orange and bitter orange . . . . . 8% *
– niaouli, lemon-grass, cloves . . . concession withdrawn"

Items 695 A and B

These items shall read:

"695 Cellulose ethers: methyl-cellulose, ethyl-cellulose, benzyl-cellulose etc. . . . . 25%"

Item 714

This item shall read:

"Plates, sheets and strips of non-vulcanised rubber, including sawn articles so-called 'feuilles anglaises' . . . . . 5%"

Item ex 737 D

This item shall read:

"737 D"

Items 752 A and B

Delete "752 A" and "752 B";
opposite "Sheaths and case-makers" wares insert:

"752"

Item 791

This item shall read:

"ex 791"

After item 891

Insert the following new item:

"ex 899 Raw silk, entered otherwise than in hanks or skeins . . . . . free *** "

After item ex 921 B

Insert the following new items:

"928 A and B	Yarn of acetate rayon, pure or mixed, not prepared for retail sale	20% ***	"
"929 A and B	Thread of viscose rayon and other continuous artificial fibres, pure or mixed, not put up for retail sale	20% ***	"
"930 A and B	Yarn of rayon and other continuous artificial fibres, pure or mixed, put up for retail sale	20% ***	"
"933 A and B	Yarn of cellulose-wool and of other discontinuous artificial fibres, pure or mixed, not put up for retail sale	18% ***	"
"936 A and B	Hemp yarn or genista yarn, pure or mixed, single or twisted, glazed	23% ****	"

SCHEDULE XI—FRANCE (Section A) (continued)

Before item 974 D

Insert under this heading the following new items:

"ex 974 A	– bleached:	
	– – other	25% **** "
"ex 974 B	– scoured, creamed or bleached:	
	– – other	25% **** "
" 974 C	– dyed	25% **** "

After item 974 D

Insert the following new items:

" 977	Dimity, damask, and the like, weighing 140 g. or more per sq. metre, or pure cotton and assimilated fabrics	25% **** "
" 978	Piqué and rep, of pure cotton and assimilated fabrics	25% **** "
"979 A and B	Pure cotton fabrics, and assimilated fabrics, brocaded	25% **** "
"980 A to D	Pure cotton fabrics, and assimilated fabrics, figured, not elsewhere specified or included, not mercerized	25% **** "

Before item 981 D

Insert under this heading the following new items:

"981 A	– unbleached	25% **** "
"981 B	– scoured, creamed or bleached	25% **** "
"981 C	– dyed	25% **** "

After item 981 D

Insert the following new items:

"990 A to C	Hemp fabrics or genista fabrics, pure or mixed, plain	28% **** "
"991 A to C	Hemp fabrics or genista fabrics, pure or mixed, figured	28% **** "
"ex 1028	Cotton looped fabrics:	
	– not woven on Jacquard loom:	
	– – unbleached	20% ***
	– – dyed	20% ***
	– woven on Jacquard loom:	
	– – unbleached	20% ***
	– – dyed	20% *** "

Items 1105 A, B and C

Items 1105 A, 1105 B and 1105 C shall read:

"Stockings, socks, ankle socks and the like, knitted of synthetic fibres, pure or mixed, with or without fancy work:

1105 A	– stockings, under-stockings, socks and half-hose .	25%
1105 B	– ankle socks, soles and toe pieces	25% "

SCHEDULE XI—FRANCE (Section A) (continued)

Items 1347 A, B and C

Items 1347 A, 1347 B and 1347 C shall read:

"1347 A and B Aluminium unworked . . . . . 20% "

Item ex 1538 A

The title of this item shall read:

"Motor-compressor and motor vacuum pump sets, turbo-compressors and vacuum turbo-pumps"

Items 1569 A and B

Items 1569 A and 1569 B shall read:

"1569 Simple machinery and apparatus for crushing, bruising, pulverising, not elsewhere specified or included, and components and parts thereof . . . 16% "

Items 1626 A, B and C

These items shall read:

"Accessories and components of weaving looms, hosiery looms, tulle, lace, embroidery looms, plait, trimming, net looms and all accessory apparatus and machines included under items 1625 A and B:

1626 A – shuttles 20%
1626 B – haddles, ways, harness 15%
1626 C – platines, needles and similar articles . . . . . 25%"

Items 1846 A and B

This item number shall read:

"1846"

Item 1895 A

This item number shall read:

"ex 1895 A"

Items 1960 A and B

These items shall read:

"1960 Shaving brushes, including their prepared heads . 35% * * * * "

SCHEDULE XI—FRANCE

Section E—French Establishments in Oceania

PART I—Most-Favoured-Nation Tariff

Item 993

This item shall read:

"ex 993 A Fabrics of jute, plain . . . . . 10%"

Items 1440 to 1452

The description shall read:

"Cutlery, forks and spoons"

Items 1555 to 1572

These item numbers shall read:

"1555 to 1575"

Items 1828 and 1829

These items shall read:

"Aircraft:
1828 and 1829 – aircraft, aircraft components and fittings . . . . 20%"

Section K—New Caledonia and Dependencies

PART I—Most-Favoured-Nation Tariff

Item 398

This item shall read:

"477 A Packing sacks or bags, imported, full or empty, of jute. free"

Section N—Tunisia

PART I—Most-Favoured-Nation Tariff

Item 1589

This item number shall read:

"ex 1589"

Item 1590 A

This item number shall read:

"ex 1590 A"

Item 1590 F

This item number shall read:

"ex 1590 F"

Item 1798 A

After "Goods" insert:

": lorries"

SCHEDULE XXV—GREECE [1]

Rectifications and modifications in this Schedule are authentic only in the French language

PART I—Most-Favoured-Nation Tariff

Item 9

Insert the following title:

"Pulse; starchy substances:"

Item 180 a and b

This item shall read:

"180 Writing paper, laid or watermarked, weight including paper wrappings or boxes:

a In sheets over 40 cm in length 100 kgs 100

b In sheets less than 40 cm in length, in packages or small boxes, put up for retail sale, envelopes for letters in general, and cut cards for visiting cards 100 kgs . . . . . 120"

In the "Table of prewar coefficients consolidated and maintained in force," which is annexed to the Torquay Schedule, the following tariff numbers shall be added: under "Coefficient 36":

83 b 3
83 b 4

[1] With the exception of items included in this translation of the Schedule, items in the French text do not affect the translation contained in TIAS 2420; 3 UST 588, and, therefore, have been omitted.

SCHEDULE XXVII—ITALY [1]

Rectifications or modifications in this Schedule are authentic only in the French language

PART I—Most-Favoured-Nation Tariff

Item 480–a, alpha II

The word "or" shall read:

"and"

Item 813

On the last line show "b" as a sub-item.

Item 834, line 8

Sub-item number "ex 2)" shall read:

"b ex 2)"

Item 883–a, ex gamma

The figure "9" shall read:

"9%"

Item 896 a 1

Delete the 2 lines relating to sub-item 1.

Item 901 ex b, ex 2

Delete "ex 2) cast iron, iron and steel fittings" and insert:

"b 2) of cast iron, iron and steel,"

Item 1019

The description shall read:

"Knife blades, whether finished or not, of base metal:"

Item ex 1035

After base metal delete ";" and substitute:

":"

Item 1097–d, 1 B

Delete "or" and substitute:

"and"

Item 1171–d

Substitute "kw" for "kv."

Item 1301

This item shall read:

"1301–b"

[1] With the exception of items included in this translation of the Schedule, items in the French text do not affect the translation contained in TIAS 2420; 3 UST 588, and, therefore, have been omitted.

SCHEDULE XXXIII—FEDERAL REPUBLIC OF GERMANY [1]

Rectifications or modifications to this Schedule are authentic in the French language only

PART I—Most-Favoured-Nation Tariff

Item 0202

In the last line, substitute "or" for "," between "refrigerated" and "frozen."

Item 0302

Delete the word "or" between "salted" and "dried" in the first line of the heading and insert a comma.

Item 2002

Delete "and" before "pot herbs" in the second line of the heading and insert:

"or"

Item ex 2307

The agreed concession "Residues . . . . . stickwater)" is to be replaced by the following:

"Condensed stickwater"

After item 2516

Insert the following new agreed concession after item 2516:

"2518 ex B – Calcined dolomite, in powder . . . . . free"

Item 2522

The first line shall read:

"Calcined lime, whether or not ground or"

Item 3102

Delete "or" in the first line of the heading and insert:

"and"

Item 3103

Delete "or" in the first line of the heading and insert:

"and"

Item 3105 A

In the first line of the heading, replace the word "or" by "and."
Sub-item "B-other" shall read "2-other" and be inserted in line with sub-item A–1.

Item 3201 ex E

Add after the agreed concession "Fir bark extract":

"(extract from the bark of firs of the genus 'Picea')"

Item 6106

In the title after "scarf," insert "mantilla,".

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[1] With the exception of items included in this translation of the Schedule, items in the French text do not affect the translation contained in TIAS 2420; 3 UST 588, and, therefore, have been omitted.

SCHEDULE XXXIII—FEDERAL REPUBLIC OF GERMANY (continued)

Item 6505

The title shall read:

"Hats and other head-gear, knitted or made up of other fabrics, except hats and head-gear made up of bands and hair-nets:"

Item 8519

Delete "and" before "receiving" in the second line of sub-item A 2 and insert:

"or"

Item 9801

a–Insert between "including" and "blanks" in the third line of the heading:

"unfinished buttons and"

b–Insert after "Other buttons" in sub-item C:

"and molds"

GENERAL AGREEMENT ON TARIFFS AND TRADE

TIAS 2886
Oct. 24, 1953

Declaration on the Continued Application of Schedules to Agreement of October 30, 1947

Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

● Done at Geneva October 24, 1953

60602 O - 56(Part 2) - 84

UNITED NATIONS NATIONS UNIES

DECLARATION
OF 24 OCTOBER 1953 ON THE CONTINUED APPLICATION OF SCHEDULES TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

DECLARATION
DU 24 OCTOBRE 1953 CONCERNANT LE MAINTIEN EN VIGUEUR DES LISTES ANNEXEES A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

The Contracting Parties

to the General Agreement on Tariffs and Trade

Les Parties contractantes à l'Accord général

sur les tarifs douaniers et le commerce

DECLARATION OF 24 OCTOBER 1953 ON THE CONTINUED APPLICATION OF SCHEDULES TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

DECLARATION DU 24 OCTOBRE 1953 CONCERNANT LE MAINTIEN EN VIGUEUR DES LISTES ANNEXEES A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

Geneva

DECLARATION OF 24 OCTOBER 1953 ON THE CONTINUED APPLICATION OF SCHEDULES TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

The contracting parties to the General Agreement on Tariffs and Trade [1] (hereinafter referred to as "the General Agreement"),

CONSIDERING that, under the provisions of Article XXVIII (as amended), [2] the assured life of the concessions embodied in the schedules annexed to the General Agreement will expire on 31 December 1953, in the sense that thereafter it will become possible for a contracting party by negotiation with other contracting parties to modify or cease to apply the treatment which it has agreed to accord under Article II to any products described in its schedule,

CONSIDERING that, although by the terms of the Agreement the schedules will retain their full validity notwithstanding the expiry of their assured life, the possibility of invocation by contracting parties of the procedure of Article XXVIII for modification of specific concessions would, in present circumstances, impair the stability of tariff rates which has been one of the principal achievements of the General Agreement, and

CONSIDERING FURTHER that it would be particularly undesirable to arrive at such a result at a time when a number of contracting parties are studying ways and means of making further progress in the reduction of tariffs and other barriers to trade and towards the achievement of the other objectives of the General Agreement,

HEREBY DECLARE that they will not invoke prior to 1 July 1955 the provisions of Article XXVIII paragraph 1 of the General Agreement to modify or cease to apply the treatment which they have agreed to accord under Article II of the General Agreement to any product described in the appropriate schedule annexed to the General Agreement.

The provisions of this Declaration shall not apply to concessions initially negotiated with a government with respect to which this Declaration is not in effect.

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[1] Treaties and Other International Acts Series 1700; 61 Stat., pts. 5 and 6.

[2] See 3 UST, pt. 1, p. 1802.

The Declaration shall be open for signature at Geneva until 30 October 1953. It shall thereafter be deposited with the Secretary-General of the United Nations, who is authorized to register this Declaration in accordance with Article 102 of the Charter of the United Nations, and shall be open for signature at the Headquarters of the United Nations until 31 December 1953.

The Secretary-General of the United Nations shall promptly furnish a certified copy of this Declaration to each Member of the United Nations, to each other government which participated in the United Nations Conference on Trade and Employment, and to any other interested government.

IN WITNESS WHEREOF the respective representatives, duly authorised, have signed the present Declaration.

DONE at Geneva, in a single copy, in the English and French languages, both texts authentic, this twenty-fourth day of October, one thousand nine hundred and fifty-three.

DECLARATION DU 24 OCTOBRE 1953 CONCERNANT LE MAINTIEN EN VIGUEUR DES LISTES ANNEXEES A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

Les parties contractantes à l'Accord général sur les tarifs douaniers et le commerce (dénommé ci-après "l'Accord général"),

CONSIDÉRANT que, en vertu des dispositions de l'article XXVIII (tel qu'il a été amendé), la validité obligatoire des concessions reprises dans les listes annexées à l'Accord général cessera au 31 décembre 1953, en ce sens qu'après cette date toute partie contractante pourra, par voie de négociations avec d'autres parties contractantes, modifier ou cesser d'appliquer le traitement qu'elle avait consenti, en vertu de l'article II, à un produit repris dans sa liste,

CONSIDÉRANT que, bien qu'aux termes de l'Accord les listes doivent rester intégralement en vigueur nonobstant l'expiration de leur validité obligatoire, la faculté qu'ont les parties contractantes d'invoquer la procédure prévue à l'article XXVIII pour modifier des concessions déterminées compromettrait dans les circonstances actuelles la stabilité des droits de douane qui constitue l'une des principales réalisations de l'Accord général,

CONSIDÉRANT, d'autre part, qu'un tel résultat serait particulièrement regrettable alors qu'un certain nombre de parties contractantes étudient les voies et moyens qui permettraient d'accomplir de nouveaux progrès dans la réduction des tarifs et autres entraves au commerce et la réalisation des autres objets de l'Accord général,

S'ENGAGENT à ne pas se prévaloir avant le 1er juillet 1955 des dispositions du paragraphe premier de l'article XXVIII de l'Accord général en vue de modifier ou de cesser d'appliquer le traitement qu'elles avaient consenti en vertu de l'article II de l'Accord général à un produit repris dans la liste correspondante annexée à l'Accord général.

Les dispositions de la présente Déclaration ne s'appliquent pas aux concessions négociées primitivement avec un gouvernement à l'égard duquel la présente Déclaration n'est pas en vigueur.

La présente Déclaration sera ouverte à la signature à Genève jusqu'au 30 octobre 1953; elle sera déposée ensuite auprès du Secrétaire général des Nations Unies qui est habilité à l'enregistrer, conformément aux dispositions de l'article 102 de la Charte des Nations Unies, et sera ouverte à la signature au Siège des Nations Unies jusqu'au 31 décembre 1953.

Le Secrétaire général des Nations Unies transmettra sans retard à tous les Membres de l'Organisation des Nations Unies, aux autres gouvernements qui ont pris part à la Conférence des Nations Unies sur le Commerce et l'Emploi ainsi qu'à tout autre gouvernement intéressé une copie certifiée conforme de la présente Déclaration.

EN FOI DE QUOI, les représentants soussignés, dûment autorisés, ont signé la présente Déclaration.

FAIT à Genève en un seul exemplaire, en langues française et anglaise, les deux textes faisant également foi, le vingt-quatrième jour d'octobre mil neuf cent cinquante-trois.

For the Commonwealth of Australia: *Pour le Commonwealth d'Australie:*

For the Republic of Austria:[1] *Pour la République d'Autriche:*
Dr. KURT ENDERL
ad referendum

For the Kingdom of Belgium:[1] *Pour le Royaume de Belgique:*
M. SUETENS

For the United States of Brazil: *Pour les Etats-Unis du Brésil:*

For the Union of Burma:[2] *Pour l'Union birmane:*

For Canada: [2] *Pour le Canada:*

For Ceylon: [2] *Pour Ceylan:*

For the Republic of Chile: *Pour la République du Chili:*
F. GARCÍA OLDINI
27—X—1953

For the Republic of Cuba:[1] *Pour la République de Cuba:*
A. VARGAS GÓMEZ

For the Czechoslovak Republic: [3] *Pour la République tchécoslovaque:*

For the Kingdom of Denmark: [1] *Pour le Royaume de Danemark:*
GUNNAR SEIDENFADEN

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[1] Signed Oct. 24, 1953.

[2] *Post*, p. 2765.

[3] Signed Dec. 22, 1953. On Sept. 29, 1951, the United States gave notice that it was invoking its rights under the Declaration adopted by the Contracting Parties to the General Agreement on Tariffs and Trade on Sept. 27, 1951, and was suspending, effective immediately and until further notice, the obligations of the United States with respect to Czechoslovakia under the General Agreement.

For the Dominican Republic: [1] *Pour la République Dominicaine:*

For the Republic of Finland: [2] *Pour la République de Finlande:*
OLLI J. VALLILA

For the French Republic: [2] *Pour la République française:*
ANDRÉ PHILIP

For the Federal Republic of Germany: [2] *Pour la République fédérale d'Allemagne:*
HAGEMANN
ad referendum

For the Kingdom of Greece: [2] *Pour le Royaume de Grèce:*
P. PAPATZONIS

For the Republic of Haiti: [1] *Pour la République d'Haïti:*

For India: [1] *Pour l'Inde:*

For the Republic of Indonesia: [1] *Pour la République d'Indonésie:*

For the Republic of Italy: [2] *Pour la République d'Italie:*
NOTARANGELI

For the Grand Duchy of Luxembourg: *Pour le Grand-Duché de Luxembourg:*
J. STURM
le 30 octobre 1953

For the Kingdom of the Netherlands: [2] *Pour le Royaume des Pays-Bas:*
BENTINCK

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[1] *Post*, p. 2765
[2] Signed Oct. 24, 1953.

For New Zealand: [1] *Pour la Nouvelle-Zélande:*

For the Republic of Nicaragua: [1] *Pour la République de Nicaragua:*

For the Kingdom of Norway: [2] *Pour le Royaume de Norvège:*
JOHAN MELANDER
ad referendum

For Pakistan: [1] *Pour le Pakistan:*

For Peru: *Pour le Pérou:*

For Southern Rhodesia: [2] *Pour la Rhodésie du Sud:*
N. R. HEATHCOTE

For the Kingdom of Sweden: *Pour le Royaume de Suède:*
LENNART FINNMARK
27 October 1953

For the Republic of Turkey: [2] *Pour la République de Turquie:*
H. IŞIK

For the Union of South Africa: [1] *Pour l'Union Sud-Africaine:*

For the United Kingdom of Great Britain and Northern Ireland: [2] *Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:*
C. W. SANDERS

For the United States of America: [2] *Pour les Etats-Unis d'Amérique:*
WINTHROP G. BROWN

Certified true copy. Copie certifiée conforme.
For the Secretary-General: *Pour le Secrétaire général:*

C A STAVROPOULOS
Principal Director in charge of the Legal Department.
Directeur principal chargé du Département juridique.

[1] *Post*, p. 2765.
[2] Signed Oct. 24, 1953.

Note by the Department of State

(*a*) The following countries signed the Declaration on the dates indicated:

Burma	December 31, 1953
Canada	December 17, 1953
Ceylon	December 31, 1953
Dominican Republic	December 29, 1953
Haiti	December 16, 1953
India	December 23, 1953
Indonesia	December 30, 1953
New Zealand	December 28, 1953
Nicaragua	December 29, 1953
Pakistan	December 29, 1953
South Africa	December 29, 1953

(*b*) Uruguay accepted the Declaration, pursuant to the Torquay Protocol to the General Agreement on Tariffs and Trade, dated at Torquay April 21, 1951, by signature of the Torquay Protocol on November 16, 1953.

TIAS 2887
Oct. 26, 1953.

EXERCISE OF CRIMINAL JURISDICTION OVER UNITED NATIONS FORCES IN JAPAN

Protocol and Annex with
Agreed Official Minutes

- Signed at Tokyo October 26, 1953
- Entered into force October 29, 1953

PROTOCOL ON THE EXERCISE OF CRIMINAL JURISDICTION OVER UNITED NATIONS FORCES IN JAPAN [1]

WHEREAS the Protocol [2] to amend Article XVII, pertaining to the exercise of criminal jurisdiction over the United States forces in Japan, of the Administrative Agreement between the Governments of Japan and the United States of America [3] is to come into force on October 29, 1953; and

WHEREAS the Government of Japan is ready to meet the desire of the Governments concerned for similar provisions governing the exercise of criminal jurisdiction over their United Nations forces in Japan;

THEREFORE, the Parties to this Protocol have agreed as follows:

1. The exercise of criminal jurisdiction (including disciplinary jurisdiction) over the United Nations forces in Japan shall be governed by the provisions set forth in the Annex to this Protocol.

The provisions set forth in the Annex shall be integrated into a general agreement regarding the status of the United Nations forces in Japan when such agreement is concluded.

2. This Protocol shall be signed by the Governments of Japan, the United States of America acting as the Unified Command, and any State which has sent forces to Korea pursuant to the United Nations Security Council resolutions of June 25, June 27 and July 7, 1950 and the United Nations General Assembly resolution of February 1, 1951, and shall come into force on October 29, 1953 with respect to these signatory States.

After the first coming into force of this Protocol, it shall be open, subject to the consent of the Government of Japan, for signature by the Government of any other State which has sent or may hereafter send forces to Korea pursuant to the aforesaid resolutions, and it shall come into force with respect to such sending State as of the date of its signature unless otherwise agreed.

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[1] The text herein contained is a literal print of a copy certified as a true copy on Oct. 28, 1953, by the Chief of Archives Section, Ministry of Foreign Affairs of Japan.

[2] Treaties and Other International Acts Series 2848, *ante* p. 1846.

[3] TIAS 2492; 3 UST, pt. 3, p. 3341.

IN WITNESS WHEREOF the representatives of the Governments of the Parties hereto, duly authorized for the purpose, have signed this Protocol.

DONE in Tokyo this 26th day of October 1953 in the Japanese and English languages, both texts being equally authoritative, in a single copy, which shall be deposited in the Archives of the Government of Japan. Certified copies shall be transmitted by that Government to each of the signatory Governments.

For the Government of Japan
KATSUO OKAZAKI
TAKERU INUKAI

For the Government of the United States of America acting as the Unified Command
JOHN M. ALLISON

For the Government of the Commonwealth of Australia
E. RONALD WALKER

For the Government of Canada
R. W. MAYHEW

For the Government of New Zealand
R. L. G. CHALLIS

For the Government of the United Kingdom of Great Britain and Northern Ireland
ESLER DENING

ANNEX

ARTICLE concerning Criminal Jurisdiction

1. Subject to the provisions of this Article,

   (a) the military authorities of the sending State shall have the right to exercise within Japan all criminal and disciplinary jurisdiction conferred on them by the law of the sending State over all persons subject to the military law of that State:

   (b) the authorities of Japan shall have jurisdiction over the members of the United Nations forces or of the civilian components thereof, and their dependents with respect to offences committed within the territory of Japan and punishable by the law of Japan.

2. (a) The military authorities of the sending State shall have the right to exercise exclusive jurisdiction over persons subject to the military law of that State with respect to offences, including offences relating to its security, punishable by the law of that sending State, but not by the law of Japan.

   (b) The authorities of Japan shall have the right to exercise exclusive jurisdiction over members of the United Nations forces or of the civilian components thereof, and their dependents with respect to offences, including offences relating to the security of Japan, punishable by its law but not by the law of the sending State concerned.

   (c) For the purposes of this paragraph and of paragraph 3 of this Article a security offence against a State shall include

      (i) treason against the State;

      (ii) sabotage, espionage or violation of any law relating to official secrets of that State, or secrets relating to the national defence of that State.

3. In cases where the right to exercise jurisdiction is concurrent the following rules shall apply:

   (a) The military authorities of the sending State shall have the primary right to exercise jurisdiction over a member of the

United Nations forces or of the civilian component thereof in relation to

(i) offences solely against the property or security of that State, or offences solely against the person or property of another member of the force of that State or of the civilian component thereof, or a dependent;

(ii) offences arising out of any act or omission done in the performance of official duty.

(b) In the case of any other offence the authorities of Japan shall have the primary right to exercise jurisdiction.

(c) If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a waiver of its right in cases where that other State considers such waiver to be of particular importance.

4. The foregoing provisions of this Article shall not imply any right for the military authorities of the sending State to exercise jurisdiction over persons who are nationals of or ordinarily resident in Japan, unless they are members of the force of that sending State.

5. (a) The authorities of Japan and the military authorities of the sending States shall assist each other in the arrest of members of the United Nations forces or of the civilian components thereof, or their dependents in the territory of Japan and in handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.

(b) The authorities of Japan shall notify promptly the military authorities of the sending State of the arrest of any member of the force of that sending State or of the civilian component thereof, or a dependent.

(c) The custody of an accused member of the force of a sending State or of the civilian component thereof over whom Japan is to exercise jurisdiction shall, if he is in the hands of that sending State, remain with that State until he is charged by Japan.

6. (a) The authorities of Japan and the military authorities of the sending States shall assist each other in the carrying out of all necessary investigations into offences, and in the col-

lection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offence. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.

(b) The authorities of Japan and the military authorities of the sending State shall notify each other of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.

7. (a) A death sentence shall not be carried out in Japan by the military authorities of the sending State if the legislation of Japan does not provide for such punishment in a similar case.

(b) The authorities of Japan shall give sympathetic consideration to a request from the military authorities of the sending State for the assistance in carrying out a sentence of imprisonment pronounced by the military authorities of the sending State under the provisions of this Article within the territory of Japan.

8. Where an accused has been tried in accordance with the provisions of this Article either by the authorities of Japan or by the military authorities of a sending State and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offence within the territory of Japan by the authorities of another State, Party to this Protocol. However, nothing in this paragraph shall prevent the military authorities of the sending State from trying a member of its force for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the authorities of Japan.

9. Whenever a member of the United Nations forces or of the civilian components thereof, or a dependent is prosecuted under the jurisdiction of Japan he shall be entitled:

(a) to a prompt and speedy trial;

(b) to be informed, in advance of trial, of the specific charge or charges made against him;

(c) to be confronted with the witnesses against him;

(d) to have compulsory process for obtaining witnesses in his favour, if they are within the jurisdiction of Japan;

60602 O - 56(Part 2) - 85

(e) to have legal representation of his own choice for his defence or to have free or assisted legal representation under the conditions prevailing for the time being in Japan;

(f) if he considers it necessary, to have the services of a competent interpreter; and

(g) to communicate with a representative of the Government of the sending State and to have such a representative present at his trial.

10. (a) Regularly constituted military units or formations of the United Nations forces shall have the right to police any United Nations forces facilities. The military police of such forces may take all appropriate measures to ensure the maintenance of order and security within such facilities.

(b) Outside these facilities, such military police shall be employed only subject to arrangements with the authorities of Japan and in liaison with those authorities, and in so far as such employment is necessary to maintain discipline and order among the members of the United Nations forces.

11. If the provisions of Article XVII of the Administrative Agreement between the Government of Japan and the Government of the United States of America, signed at Tokyo on February 28, 1952, as amended by the Protocol signed at Tokyo on September 29, 1953 are further amended, Parties to this Protocol shall, after consultation, make similar amendments to the corresponding provisions of this Article, provided the forces of the sending State concerned are under circumstances similar to those giving rise to such further amendment.

AGREED OFFICIAL MINUTES REGARDING ARTICLE CONCERNING CRIMINAL JURISDICTION

Re paragraph 1 (a) and paragraph 2 (a):

The scope of persons subject to the military law of the sending States shall be communicated, through the Joint Board, to the Government of Japan by the Governments of the sending States.

Re paragraph 2 (c):

The Governments of the sending States shall inform the Government of Japan and the Government of Japan shall inform the Governments of the sending States of the details of all the security offences mentioned in this sub-paragraph and the provisions governing such offences in the existing laws of their respective countries.

Re paragraph 3 (a) (ii):

Where a member of the United Nations forces or of the civilian components thereof is charged with an offence, a certificate issued by or on behalf of his commanding officer stating that the alleged offence, if committed by him, arose out of an act or omission done in the performance of official duty, shall, in any judicial proceedings, be sufficient evidence of the fact unless the contrary is proved.

The above statement shall not be interpreted to prejudice in any way Article 318 of the Japanese Code of Criminal Procedure.

Re paragraph 3 (c):

1. Mutual procedures relating to waivers of the primary right to exercise jurisdiction shall be determined by the Joint Board. These procedures shall be similar to those adopted by the Joint Committee under the Japan-United States Administrative Agreement.

2. Trials of cases in which the Japanese authorities have waived the primary right to exercise jurisdiction, and trials of cases involving offences described in paragraph 3 (a) (ii) committed against the State or nationals of Japan shall be held promptly in Japan within a reasonable distance from the places where the offences are alleged to have taken place unless other arrangements are mutually agreed upon. Representatives of the Japanese authorities may be present at such trials.

Re paragraph 4:

Persons with the dual nationality of a sending State and Japan who are subject to the military law of the sending State and who have been

brought to Japan by the sending State shall not be considered as nationals of Japan, but shall be considered as nationals of the sending State for the purposes of this paragraph.

Re paragraph 5:

1. In case the Japanese authorities have arrested an offender who is a member of the United Nations forces or of the civilian components thereof, or a dependent subject to the military law of the sending State with respect to a case over which Japan has the primary right to exercise jurisdiction, the Japanese authorities will, unless they deem that there is adequate cause and necessity to retain such offender, release him to the custody of the military authorities of the sending State provided that he shall, on request, be made available to the Japanese authorities, if such be the condition of his release. The authorities of the sending State shall, on request, transfer his custody to the Japanese authorities at the time he is indicted by the latter.

2. The military authorities of the sending State shall promptly notify the Japanese authorities of the arrest of any member of the United Nations forces, or of the civilian components thereof or a dependent in any case in which Japan has the primary right to exercise jurisdiction.

Re paragraph 9:

1. The rights enumerated in items (a) through (e) of this paragraph are guaranteed to all persons on trial in Japanese courts by the provisions of the Japanese Constitution. In addition to these rights, a member of the United Nations forces or of the civilian components thereof, or a dependent who is prosecuted under the jurisdiction of Japan shall have such other rights as are guaranteed under the laws of Japan to all persons on trial in Japanese courts. Such additional rights include the following which are guaranteed under the Japanese Constitution:

(a) He shall not be arrested or detained without being at once informed of the charge against him or without the immediate privilege of counsel; nor shall he be detained without adequate cause; and upon demand of any person such cause must be immediately shown in open court in his presence and the presence of his counsel;

(b) He shall enjoy the right to a public trial by an impartial tribunal;

(c) He shall not be compelled to testify against himself;

(d) He shall be permitted full opportunity to examine all witnesses;

(e) No cruel punishments shall be imposed upon him.

2. The authorities of the sending State shall have the right upon request to have access at any time to members of the force of that State or of the civilian component, or their dependents who are confined or detained under Japanese authority.

3. Nothing in the provisions of paragraph 9 (g) concerning the presence of a representative of the Government of the sending State at the trial of a member of the force of that State or of the civilian component thereof, or a dependent prosecuted under the jurisdiction of Japan, shall be so construed as to prejudice the provisions of the Japanese Constitution with respect to public trials.

Re paragraphs 10 (a) and 10 (b) :

1. The military authorities of the United Nations forces will normally make all arrests within facilities in use by and guarded under the authority of the United Nations forces. This shall not preclude the Japanese authorities from making arrests within facilities in cases where the competent authorities of the United Nations forces have given consent, or in cases of pursuit of a flagrant offender who has committed a serious crime.

Where persons whose arrest is desired by the Japanese authorities and who are not subject to the jurisdiction of the United Nations forces are within facilities in use by the United Nations forces, the military authorities of the United Nations forces will undertake, upon request, to arrest such persons. All persons arrested by the military authorities of the United Nations forces, who are not subject to the jurisdiction of the United Nations forces, shall immediately be turned over to the Japanese authorities.

The military authorities of the United Nations forces may, under due process of law, arrest in the vicinity of a facility any person in the commission or attempted commission of an offence against the security of that facility. Any such person not subject to the jurisdiction of the United Nations forces shall immediately be turned over to the Japanese authorities.

2. The Japanese authorities will normally not exercise the right of search, seizure, or inspection with respect to any persons or property within facilities in use by and guarded under the authority of the United Nations forces or with respect to property of the United Nations forces wherever situated, except in cases where the competent authorities of the United Nations forces consent to such

search, seizure, or inspection by the Japanese authorities of such persons or property.

Where search, seizure, or inspection with respect to persons or property within facilities in use by the United Nations forces or with respect to property of the United Nations forces in Japan is desired by the Japanese authorities, the military authorities of the United Nations forces will undertake, upon request, to make such search, seizure, or inspection. In the event of a judgment concerning such property, except property owned or utilized by the Government of a sending State or its instrumentalities, the authorities of the sending State concerned will turn over such property to the Japanese authorities for disposition in accordance with the judgment.

Re application of this Article:

The provisions of this Article shall not apply to any offences committed before the coming into effect of this Article.

Re implementation of this Article:

The implementation of this Article and these Minutes shall be similar to the implementation of the Protocol and the Agreed Official Minutes of September 29, 1953 between the Governments of Japan and the United States of America.

Minister for Foreign Affairs of Japan:

KATSUO OKAZAKI

Minister of Justice of Japan:

TAKERU INUKAI

Ambassador Extraordinary and Plenipotentiary of the United States of America to Japan:

JOHN M. ALLISON

Ambassador Extraordinary and Plenipotentiary of the Commonwealth of Australia to Japan:

E. RONALD WALKER

Ambassador Extraordinary and Plenipotentiary of Canada to Japan:

R. W. MAYHEW

Chargé d'Affaires en pied of New Zealand to Japan:

R. L. G. CHALLIS

Ambassador Extraordinary and Plenipotentiary of the United Kingdom of Great Britain and Northern Ireland to Japan:

ESLER DENING

日本国外務大臣
岡崎勝男
日本国法務大臣
犬養健
日本国駐在アメリカ合衆国特命全権大使
John M. Allison
日本国駐在オーストラリア連邦特命全権大使
E. Ronald Walker
日本国駐在カナダ特命全権大使
R. W. Mayhew
日本国駐在ニュー・ジーランド代理公使
R. L. G. Challis
日本国駐在グレート・ブリテン及び北部アイルランド連合王国特命全権大使
Esler Dening

ときは、国際連合の軍隊の軍当局は、要請により、その捜索、差押又は検証を行うことを約束する。これらの財産で派遣国政府又はその附属機関が所有し、又は利用する財産以外のものについて裁判が行われたときは、関係派遣国の当局は、それらの財産を裁判に従つて処理するため日本国の当局に引き渡すものとする。

この条項の適用に関し、

この条項の規定は、この条項の効力発生前に犯されたいかなる罪にも適用されない。

この条項の実施に関し、

この条項及び議事録の実施は、日本国政府とアメリカ合衆国政府との間の千九百五十三年九月二十九日付の議定書及び合意された公式議事録の実施と同様でなければならない。

国際連合の軍隊の軍当局は、施設の近傍において、当該施設の安全に対する罪の既遂又は未遂の現行犯に係る者を法の正当な手続に従つて逮捕することができる。これらの者で国際連合の軍隊の裁判権に服さないものは、すべて、直ちに日本国の当局に引き渡さなければならない。

2 日本国の当局は、通常、国際連合の軍隊が使用し、且つ、その権限に基いて警備している施設内にあるすべての者若しくは財産について、又は所在地のいかんを問わず国際連合の軍隊の財産について、捜索、差押又は検証を行う権利を行使しない。但し、国際連合の軍隊の権限のある当局が日本国の当局によるこれらの捜索、差押又は検証に同意した場合は、この限りでない。

国際連合の軍隊が使用している施設内にある者若しくは財産又は日本国にある国際連合の軍隊の財産について捜索、差押又は検証を行うことを日本国の当局が希望する

10(a)及び10(b)に関し、

1 国際連合の軍隊の軍当局は、通常、国際連合の軍隊が使用し、且つ、その権限に基いて警備している施設内ですべての逮捕を行うものとする。このことは、国際連合の軍隊の権限のある当局が同意する場合又は重大な罪を犯した現行犯人を追跡している場合において日本国の当局が前記の施設内において逮捕を行うことを妨げるものではない。

日本国の当局が逮捕することを希望する者で国際連合の軍隊の裁判権に服さないものが、国際連合の軍隊により使用されている施設内にある場合には、国際連合の軍隊の軍当局は、日本国の当局の要請によりその者を逮捕することを約束する。国際連合の軍隊の軍当局により逮捕された者で国際連合の軍隊の裁判権に服さないものは、すべて、直ちに日本国の当局に引き渡さなければならない。

由がなければ、拘禁されず、要求があれば、その理由は、直ちに本人及びその弁護人が出席する公開の法廷で示されなければならない。

(b) その者は、公平な裁判所の公開裁判を受ける権利を有する。

(c) その者は、自己に不利益な供述を強要されない。

(d) その者は、すべての証人を審問する機会を充分に与えられる。

(e) その者は、残虐な刑罰を科せられることはない。

2 派遣国の当局は、要請すれば、いつでも、当該国軍隊の構成員若しくは軍属又はそれらの家族で日本国の権限の下に拘禁されているものに接見する権利を有する。

3 派遣国軍隊の構成員若しくは軍属又はそれらの家族で日本国の裁判権に基いて起訴されたものの裁判に当該派遣国政府の代表者が立ち会うことに関する9(g)のいかなる規定も、裁判の公開に関する日本国憲法の規定を害するものと解釈してはならない。

本国の当局に通告するものとする。

9に関し、

1 本項(a)から(e)までに掲げる権利は、日本国憲法の規定により、日本国の裁判所において裁判を受けるすべての者に対して保障されている。これらの権利の外、国際連合の軍隊の構成員若しくは軍属又はそれらの家族で日本国の裁判権の下に起訴されたものは、日本国の裁判所において裁判を受けるすべての者に対して日本国の法律が保障するその他の権利を有する。前記のその他の権利は、日本国憲法により保障されている次の権利を含む。

(a) その者は、自己に対する被疑事実を直ちに告げられ、且つ、直ちに弁護人に依頼する権利を与えられなければ、抑留又は拘禁されない。また、その者は、正当な理

1 日本国の当局は、日本国が裁判権を行使する第一次の権利を有する事件について、国際連合の軍隊の構成員若しくは軍属又はそれらの家族で派遣国の軍法に服するものを犯人として逮捕したときは、その犯人を拘束する正当な理由及び必要があると思料する場合を除く外、当該犯人を釈放して、派遣国の軍当局による拘禁にゆだねるものとする。但し、日本国の当局がその犯人を取り調べることができることをその釈放の条件とした場合には、日本国の当局の要請があれば、日本国の当局がその犯人をいつでも取り調べることができるようにしなければならない。派遣国の当局は、日本国の当局の要請があれば、日本国の当局がその犯人を起訴した時にその犯人の身柄を日本国の当局に引き渡さなければならない。

2 派遣国の軍当局は、日本国が裁判権を行使する第一次の権利を有するすべての事件について、国際連合の軍隊の構成員若しくは軍属又はそれらの家族の逮捕を直ちに日

2 日本国の当局が裁判権を行使する第一次の権利を放棄した事件の裁判及び(a)(ii)に定める罪で日本国又は日本国民に対して犯されたものに係る事件の裁判は、別段の取極が相互に合意されない限り、日本国において、犯罪が行われたと認められる場所から適当な距離内で、直ちに行わなければならない。日本国の当局の代表者は、その裁判に立ち会うことができる。

4に関し、

派遣国及び日本国の二重国籍者で、派遣国の軍法に服しており、且つ、派遣国が日本国に入れたものは、4の適用上、日本国民とみなさず、派遣国国民とみなす。

5に関し、

国際連合の軍隊の構成員又は軍属が起訴された場合において、その起訴された罪がもし被告人により犯されたとするならば、その罪が公務執行中の作為又は不作為から生じたものである旨を記載した証明書でその指揮官又は指揮官に代るべき者が発行したものは、反証がない限り、刑事手続のいかなる段階においてもその事実の充分な証拠資料となる。

前項の陳述は、いかなる意味においても、日本国の刑事訴訟法第三百十八条を害するものと解釈してはならない。

3(c)に関し、

1 裁判権を行使する第一次の権利の放棄に関する相互の手続は、合同会議が決定するものとする。これらの手続は、日米行政協定の下における合同委員会が採択する手続と同様のものでなければならない。

刑事裁判権に関する条項について合意された公式議事録

1(a)及び2(a)に関し、

派遣国の軍法に服する者の範囲は、派遣国政府が合同会議を通じて日本国政府に通知しなければならない。

2(c)に関し、

派遣国政府は、日本国政府に対し、日本国政府は、派遣国政府に対し、2(c)に掲げる安全に対するすべての罪に関する詳細及び自国の現行法の規定でそれらの罪を定めるものを通報しなければならない。

3(a)(ii)に関し、

ことを条件とし、且つ、日本国の当局と連絡して使用されるものとし、その使用は、国際連合の軍隊の構成員の間の規律及び秩序の維持のため必要な範囲内に限るものとする。

11 千九百五十二年二月二十八日に東京で署名されて、千九百五十三年九月二十九日に東京で署名された議定書によつて改正された日本国政府とアメリカ合衆国政府との間の行政協定第十七条の規定が更に改正されたときは、この議定書の当事国は、協議を行つた後、この条項の相当規定に同様の改正を行うものとする。但し、当該派遣国の軍隊が、行政協定の前記の改正をもたらした事情と同様の事情の下にある場合に限る。

60602 O - 56(Part 2) - 86

(d) 証人が日本国の管轄内にあるときは、自己のために強制的手続により証人を求める権利

(e) 自己の弁護のため自己の選択する弁護人をもつ権利又は日本国でその当時通常行われている条件に基き費用を要しないで若しくは費用の補助を受けて弁護人をもつ権利

(f) 必要と認めたときは、有能な通訳を用いる権利

(g) 派遣国の政府の代表者と連絡する権利及び自己の裁判にその代表者を立ち会わせる権利

10 (a) 国際連合の軍隊の正規に編成された部隊又は編成隊は、国際連合の軍隊の施設において警察権を行う権利を有する。前記の軍隊の軍事警察は、それらの施設において、秩序及び安全の維持を確保するためすべての適当な措置を執ることができる。

(b) 前記の施設の外部においては、前記の軍事警察は、必ず日本国の当局との取極に従

れかにより裁判を受けた場合において、無罪の判決を受けたとき、又は有罪の判決を受けて服役しているとき、服役したとき、若しくは赦免されたときは、この議定書の当事国たる他の国の当局は、日本国の領域内において同一の犯罪について重ねてその者を裁判してはならない。但し、本項の規定は、派遣国の軍当局が派遣国軍隊の構成員を、その者が日本国の当局により裁判を受けた犯罪を構成した作為又は不作為から生ずる軍紀違反について、裁判することを妨げるものではない。

9 国際連合の軍隊の構成員若しくは軍属又はそれらの家族は、日本国の裁判権に基いて公訴を提起された場合には、いつでも、次の権利を有する。

(a) 遅滞なく迅速な裁判を受ける権利

(b) 公判前に自己に対する具体的な訴因の通知を受ける権利

(c) 自己に不利な証人と対決する権利

びに証拠の収集及び提出（犯罪に関連する物件の押収及び相当な場合にはその引渡を含む。）について、相互に援助しなければならない。但し、それらの物件の引渡は、引き渡す当局が定める期間内に還付されることを条件として行うことができる。

(b) 日本国の当局及び派遣国の軍当局は、裁判権を行使する権利が競合するすべての事件の処理について、相互に通告しなければならない。

7 (a) 死刑の判決は、日本国の法制が同様の場合に死刑を規定していない場合には、派遣国の軍当局が日本国内で執行してはならない。

(b) 日本国の当局は、派遣国の軍当局がこの条項の規定に基いて日本国の領域内で言い渡した自由刑の執行について派遣国の軍当局から援助の要請があつたときは、その要請に好意的考慮を払わなければならない。

8 被告人となつた者がこの条項の規定に従つて日本国の当局又は派遣国の軍当局のいず

る者に対し裁判権を行使する権利を有することを意味するものではない。但し、それらの者が当該派遣国軍隊の構成員であるときは、この限りでない。

5 (a) 日本国の当局及び派遣国の軍当局は、日本国の領域内における国際連合の軍隊の構成員若しくは軍属又はそれらの家族の逮捕及び前諸項の規定に従つて裁判権を行使すべき当局へのそれらの者の引渡について、相互に援助しなければならない。

(b) 日本国の当局は、派遣国の軍当局に対し、当該派遣国軍隊の構成員若しくは軍属又はそれらの家族の逮捕についてすみやかに通告しなければならない。

(c) 日本国が裁判権を行使すべき派遣国軍隊の構成員又は軍属たる被疑者の拘禁は、その者の身柄が当該派遣国の手中にあるときは、日本国により公訴が提起されるまでの間、当該派遣国が引き続き行うものとする。

6 (a) 日本国の当局及び派遣国の軍当局は、犯罪についてのすべての必要な捜査の実施並

(i) もつぱら当該国の財産若しくは安全のみに対する罪又はもつぱら当該国軍隊の他の構成員若しくは軍属若しくは当該国軍隊の構成員若しくは軍属の家族の身体若しくは財産のみに対する罪

(ii) 公務執行中の作為又は不作為から生ずる罪

(b) その他の罪については、日本国の当局が、裁判権を行使する第一次の権利を有する。

(c) 第一次の権利を有する国は、裁判権を行使しないことに決定したときは、できる限りすみやかに他方の国の当局にその旨を通告しなければならない。第一次の権利を有する国の当局は、他方の国がその権利の放棄を特に重要であると認めた場合において、その他方の国の当局から要請があつたときは、その要請に好意的考慮を払わなければならない。

4 この条項の前諸項の規定は、派遣国の軍当局が日本国の国民又は日本国に通常居住す

(b) 日本国の当局は、国際連合の軍隊の構成員又は軍属及びそれらの家族に対し、日本国の法令によつて罰することができる罪で当該派遣国の法令によつては罰することができないもの（日本国の安全に関する罪を含む。）について、専属的裁判権を行使する権利を有する。

(c) この条項の2及び3の適用上、国の安全に関する罪は、次のものを含む。

(i) 当該国に対する反逆

(ii) 妨害行為（サボタージュ）、ちよう報行為又は当該国の公務上若しくは国防上の秘密に関する法令の違反

3

裁判権を行使する権利が競合する場合には、次の規定が適用される。

(a) 派遣国の軍当局は、次の罪については、国際連合の軍隊の構成員又は軍属に対して裁判権を行使する第一次の権利を有する。

附属書

刑事裁判権に関する条項

1 この条項の規定に従うことを条件として、

(a) 派遣国の軍当局は、当該派遣国の軍法に服するすべての者に対し当該国の法令により与えられたすべての刑事及び懲戒の裁判権を日本国において行使する権利を有する。

(b) 日本国の当局は、国際連合の軍隊の構成員又は軍属及びそれらの家族に対し、日本国の領域内で犯す罪で日本国の法令によつて罰することができるものについて、裁判権を有する。

2 (a) 派遣国の軍当局は、当該派遣国の軍法に服する者に対し、当該国の法令によつて罰することができる罪で日本国の法令によつては罰することができないもの（当該派遣国の安全に関する罪を含む。）について、専属的裁判権を行使する権利を有する。

日本国政府のために
岡崎勝男
犬養健

統一司令部として行動するアメリカ合衆国政府のために
John M. Allison

オーストラリア連邦政府のために
E. Ronald Walker

カナダ政府のために
F. W. Mayhew

ニュー・ジーランド政府のために
R. L. G. Challis

グレート・ブリテン及び北部アイルランド連合王国政府のために
Esler Dening

この議定書に署名した。

千九百五十三年十月二十六日に東京で、ひとしく正文である日本語及び英語により本書一通を作成した。本書は、日本国政府の記録に寄託する。その認証謄本は、同政府によつて各署名国政府に送付される。

2 この議定書は、日本国政府、統一司令部として行動するアメリカ合衆国政府並びに千九百五十年六月二十五日、六月二十七日及び七月七日の国際連合安全保障理事会決議並びに千九百五十一年二月一日の国際連合総会決議に従つて朝鮮に軍隊を派遣した国の政府によつて署名される。この議定書は、これらの署名国について千九百五十三年十月二十九日に効力を生ずる。

この議定書は、その最初の効力発生の後は、前記の諸決議に従つて朝鮮に軍隊を派遣したか又は将来派遣する他のいずれの国の政府に対しても、日本国政府の同意を条件として、署名のために開放される。この議定書は、前記の派遣国については、別段の合意がない限り、その署名の日に効力を生ずる。

以上の証拠として、この議定書の当事国政府の代表者は、このために正当な委任を受け、

日本国における国際連合の軍隊に対する刑事裁判権の行使に関する議定書

日本国における合衆国軍隊に対する刑事裁判権の行使に関する日本国政府とアメリカ合衆国政府との間の行政協定第十七条を改正する議定書が千九百五十三年十月二十九日に効力を生ずるので、また、

日本国における各自の国際連合の軍隊に対する刑事裁判権の行使に関し同様な規定を有したいという関係諸政府の希望に日本国政府が応ずる用意があるので、

よつて、この議定書の当事国は、次のとおり協定した。

1 日本国における国際連合の軍隊に対する刑事裁判権（懲戒裁判権を含む。）の行使は、この議定書の附属書に掲げる規定によつて規律される。

附属書に掲げる規定は、日本国における国際連合の軍隊の地位に関する一般的協定が締結されるときは、同協定に統合される。

TECHNICAL COOPERATION

TIAS 2888
Oct. 24, 1952

Economic Development Program

Agreement between the UNITED STATES OF AMERICA and BURMA

- Signed at Washington October 24, 1952
- Entered into force October 24, 1952

PROGRAM AGREEMENT BETWEEN THE UNITED STATES DIRECTOR OF TECHNICAL COOPERATION IN BURMA AND THE CHAIRMAN OF THE BURMA ECONOMIC AID COMMITTEE

Pursuant to the Economic Cooperation Agreement between the Government of the United States of America and the Government of the Union of Burma, signed at Rangoon on September 13, 1950,[1] and subject to its provisions, the United States Director of Technical Cooperation in Burma and the Chairman of the Burma Economic Aid Committee have consulted and have agreed as follows:

ARTICLE I. OPERATING AGENCIES

A cooperative program of Economic Development has been initiated and shall be continued in Burma. The responsibilities assumed herein by the Government of the United States of America will be performed by it through the Technical Cooperation Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration will secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies in discharging its responsibilities under this Agreement. The Burma Economic Aid Committee (hereinafter referred to as "BEAC") shall be the responsible agency and representative of the Government of the Union of Burma for the purpose of dealing with the Administration under this Agreement.

ARTICLE II. FIELDS OF ACTIVITY

This program will include, to the extent that the parties from time to time agree thereon, projects in public health and sanitation, education, agricultural development, and such other fields of activity as are related to the economic development of the Union of Burma and are among the authorized activities of the Administration.

ARTICLE III. JOINT CONTRIBUTIONS

The parties shall contribute and make available, to the extent provided below, funds for use in carrying out the program during the

[1] Treaties and Other International Acts Series 2128; 1 UST 668.

period covered by this Agreement, in accordance with the following schedules:

1. The Government of the United States of America, during the period from the date of entry into force of this Agreement through June 30, 1953, shall make available the funds necessary to pay the salaries and other expenses of the members of the Technical Mission, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this program.

2. In addition, for the period from the date of entry into force of this Agreement through June 30, 1953, the Government of the United States of America shall contribute to the program the sum of $6,582,000 (Six Million Five Hundred Eighty Two Thousand Dollars). This contribution shall remain in the United States until expended or otherwise withdrawn by agreement of the Administration and BEAC.

3. The total expenditures for local costs of projects covered by this Agreement to be initiated in the period ending June 30, 1953, which shall be borne by the Government of the Union of Burma, are estimated to be 35,000,000 Kyats, of which amount the Government of the Union of Burma, for the period from the date of entry into force of this Agreement through June 30, 1953, shall deposit to the credit of the special account established by the Economic Cooperation Agreement of September 13, 1950, the sum of 10,000,000 Kyats, in the currency of the Union of Burma. These deposits shall be made in such installments and at such times as BEAC and the Administration shall agree upon.

4. The parties may later agree in writing upon the amount of funds that each will contribute and make available each subsequent year for use in carrying out the program.

5. Contributions by the Government of the Union of Burma and by the Government of the United States pursuant to paragraphs 2, 3, and 4 of this Article shall be under the joint control of the Chairman, BEAC (hereinafter referred to as the "Chairman"), or his designee and the United States Director of Technical Cooperation in Burma (hereinafter referred to as the "Director") or his designee, and no part of the funds shall be withdrawn or expended except by authorization of both the Chairman and the Director. The concurrence of either the Chairman or the Director in the authorization for the expenditure of funds may be modified or withdrawn at any time, but such action shall not affect any valid contract obligations previously incurred.

6. Funds contributed by the Government of the United States of America may be converted into Kyats at the par value for the Kyats

agreed with the International Monetary Fund in effect at the time of each conversion, provided this par value is the same rate applicable to the purchase of dollars for commercial transactions in the Union of Burma. If there is no such agreed par value or if there are two or more effective rates that are not unlawful for the purchase of dollars, the rates used shall be the rates agreed upon by the two Governments, but not less than the effective rates (including the amount of exchange tax, surcharge, bonus, or value of any exchange certificate) which, at the time of conversion, are applicable to the purchase of dollars for the respective purposes for which the dollars contributed to the program are to be used.

7. All funds contributed pursuant to this Agreement shall continue to be available for the program of economic development during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties.

Article IV. Project Operations

1. The program of economic development herein provided for shall consist of a series of projects each of which shall be embodied in a written project agreement which shall be signed by the Chairman or his designee and the Director or his designee. Each project agreement shall define the work to be done, shall assign the administration of the project to the appropriate Ministry of the Government of the Union of Burma, shall make allocations of funds therefor from available monies, and may contain such other matters as the parties may desire to include. The projects contemplated for inclusion in the program for the period ending June 30, 1953, are shown in the list annexed hereto. The projects may be modified by agreement between the Chairman and the Director.

2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Chairman and the Director, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

3. The general policies and administrative procedures that are to govern the disbursement of and accounting for funds, the incurrence of obligations, the purchase, use, inventory, control and disposition of property and other administrative matters, shall be determined jointly by the Chairman and the Director.

4. The books and records relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of the Union of Burma and the Government of the United States of America. The Chairman and the Director shall

jointly render an annual report of their activities to the two Governments, and other reports at such intervals as may be appropriate.

5. Any power conferred by this Agreement upon the Chairman and the Director may be delegated by either of them to any of his respective assistants, provided each such delegation is satisfactory to the other. Such delegation shall not limit the right of the Chairman and the Director to refer any matter directly to one another for discussion and decision.

ARTICLE V. RIGHTS AND EXEMPTIONS

Supplies, equipment and materials contributed by the Government of the United States of America, either directly or by contract with a public organization, shall be admitted into the Union of Burma free of any customs and import duties.

ARTICLE VI. ENTRY INTO FORCE AND DURATION

This Agreement shall enter into force on the date stated in the last paragraph of this Agreement and shall remain in force until three months after either Government shall have given notice in writing to the other of intention to terminate it, provided, however, that the obligations of the parties under this Agreement for the period after June 30, 1953, shall be subject to the availability of appropriations to both parties for the purpose of the program and to the further agreement of the parties pursuant to Article III, Paragraph 4 hereof.

DONE in duplicate, this 24th day of October, 1952, at Washington, D. C.

FRANK N. TRAGER	HLA MAUNG
(Name)	(Name)
United States Director of Technical Cooperation in Burma	*Chairman, Burma Economic Aid Committee*

60602 O - 56(Part 2) - 87

LIST OF PROJECTS TO BE INCLUDED IN TECHNICAL COOPERATION PROGRAM FOR PERIOD ENDING JUNE 30, 1953

Projects	*Estimated Dollar Costs*
Agricultural Research	$ 270,000
Forestry Research and Training	190,000
Veterinary Research, Training and Model Dairy	112,000
Environmental Sanitation	915,000
New Medical Center (including National and Regional Medical Care, Medical Education and Nurse Training)	1,363,000
Manufacture of Biologics and Pharmaceuticals	417,000
Engineering, Technical and Artisan Education	810,000
Agricultural College	40,000
Agricultural Extension (national and in the several states)	591,000
Rice Milling and Storage	45,000
Irrigation and Flood Control	500,000
Insect and Plant Disease Control	50,000
Rural Credit, Land Tenure and Land Classification	45,000
Cottage Industries using Agricultural Products	60,000
Seed Improvement and Distribution	100,000
Elementary and Secondary Education (including scientific education)	266,000
Community and Adult Education	70,000
Audio-visual Program	150,000
Industry and Trade	107,000
Transportation and Public Works	425,000
Miscellaneous	56,000

TECHNICAL COOPERATION AND ECONOMIC ASSISTANCE

TIAS 2889
Dec. 28, 1953

Agreement between the
UNITED STATES OF AMERICA
and PAKISTAN

Supplementing Agreement of
February 9, 1951, as Supplemented

- Signed at Karachi December 28, 1953
- Entered into force December 28, 1953

1954 SUPPLEMENTARY PROGRAM AGREEMENT FOR TECHNICAL COOPERATION AND ECONOMIC ASSISTANCE BETWEEN THE GOVERNMENT OF PAKISTAN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Pursuant to the general "Agreement For Technical Cooperation Between the United States of America and Pakistan," signed on the 9th day of February, 1951,[1] and the "Supplementary Agreement For Technical Cooperation Between the United States of America and Pakistan," signed on the 2nd day of February, 1952,[2] the Governments of the United States of America and Pakistan

Have further agreed as follows:

1. In furtherance of the aforesaid Agreements, the Government of the United States of America will make available for the period ending June 30, 1954, up to $22,000,000, of which up to $19,000,000 shall be available for the extension of existing projects and for additional projects of technical cooperation and economic assistance as agreed from time to time by the designated Representative of the Government of Pakistan and the Director of the United States of America Operations Mission to Pakistan, and the remainder shall be available to cover the salaries and other expenses of the technicians and specialists furnished by the United States of America, and training activities carried on outside Pakistan. Of such total sum up to $7,500,000 is for technical assistance and up to $14,500,000 is for special economic assistance.

2. The Government of Pakistan agrees that it will make available sufficient rupees to defray all rupee costs of agreed projects; such sums in the aggregate will be not less than a sum of rupees commensurate in value with the dollars made available for such projects by the United States of America.

3. The contributions of the two governments for agreed projects shall constitute a Joint Fund to be administered by the Representative of the Pakistan Government and the Director of the United States of America Operations Mission to Pakistan as co-directors of this cooperative program. Expenditures made by either Government in

[1] Treaties and Other International Acts Series 2254; 2 UST 1008.

[2] TIAS 2506; 3 UST, pt. 3, p. 3767.

accordance with its own fiscal procedures and as agreed by the co-directors (by exchange of letters or other written memorandum) shall be credited to the respective Government's contribution to such Joint Fund; and all expenditures from such Joint Fund shall be pursuant to such agreement by the co-directors.

4. All persons employed by the Government of the United States of America in its service who are assigned to duties in Pakistan in connection with the technical cooperation and economic assistance program and projects and accompanying members of their families shall be exempt from Pakistan income tax with respect to:

a. Salaries and emoluments paid to them by the Government of the United States of America, and

b. Any non-Pakistani income upon which they are obliged to pay income tax or social security taxes of the Government of the United States of America.

Such persons and members of their families shall receive exemption during their stay in Pakistan from the payment of customs import duties and sales taxes on their personal and household goods and professional effects brought into the country for their own use and shall be exempt from any requirement of import licenses in respect of such goods and effects, subject to the following conditions:

(i) The concession is confined to direct imports only and not to local purchase or clearances from bond;

(ii) no Pakistan foreign exchange is involved in such imports;

(iii) the number of motor cars imported by any such employee under the concession will not exceed one;

(iv) goods imported under this concession will not be sold or disposed of in Pakistan and in the event of their sale or disposal in Pakistan the duty thereon will duly be paid.

5. All persons furnished by the Government of the United States of America through contracts with public or private agencies and assigned to duties in Pakistan in connection with the technical cooperation and economic assistance program and projects, and members of their families, shall receive the same exemptions under the same conditions as are described in Article 4 above.

6. The provisions of the General Agreement dated the 9th day of February, 1951, and the Supplementary Agreement, dated the 2nd day of February, 1952, so far as they are not inconsistent with the provisions of this 1954 Supplement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed the present agreement.

Done at Karachi, in duplicate, this 28th day of December, 1953.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

HORACE A HILDRETH

Horace A. Hildreth
Ambassador of the United States of America in Pakistan

FOR THE GOVERNMENT OF PAKISTAN:

J. A. RAHIM

J. A. Rahim,
Secretary to the Government of Pakistan,
Ministry of Foreign Affairs and Commonwealth Relations.

[SEAL] [SEAL]

RELIEF SUPPLIES AND PACKAGES FOR IRAN

TIAS 2890
Sept. 22, and
Oct. 5 and 13,
1953

Duty-Free Entry and Free Inland Transportation

Agreement between the
UNITED STATES OF AMERICA
and IRAN

- Effected by Exchange of Notes
  Dated at Tehran September 22,
  October 5 and 13, 1953
- Entered into force October 13, 1953

The American Ambassador to the Iranian Minister for Foreign Affairs

AMERICAN EMBASSY,
No. 301 *Tehran, September 22, 1953.*

EXCELLENCY:

I have the honor to refer to the Embassy's Note No. 1519 of June 10, 1953, and to conversations between representatives of our two Governments concerning measures to facilitate private manifestations of friendship between the people of our two countries through voluntary gifts of food and other basic supplies by individuals and organizations in the United States to individuals and organizations in Iran. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

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

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

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

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

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

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

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

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

LOY W. HENDERSON

His Excellency
ABDOLLAH ENTEZAM,
Minister for Foreign Affairs,
Imperial Iranian Ministry of Foreign Affairs,
Tehran.

The American Embassy to the Iranian Ministry of Foreign Affairs

AMERICAN EMBASSY,
No. 349 *Tehran, Iran, October 5, 1953.*

The Embassy of the United States of America presents its compliments to the Imperial Iranian Ministry of Foreign Affairs and has the honor to refer to conversations between officers of this Embassy and Mr. Afshar Qasemlu, Chief of the Ministry's Fourth Political Division, regarding the intent and purpose of paragraph number 6 of the American Ambassador's Note No. 301 dated September 22, 1953, to His Excellency the Minister of Foreign Affairs concerning the agreement relative to the distribution in Iran of certain goods donated to or purchased by certain United States voluntary, non-profit relief and rehabilitation agencies.

Paragraph number 6 of the Note under reference reads as follows:

"6. Individual organizations carrying out operations under this agreement may enter into additional arrangements with the Government of Iran, and this Agreement shall not be construed to derogate

from any benefits secured by any such organizations in existing agreements with the Imperial Government of Iran."

This paragraph provides, in effect, that the existence of the agreement in question between the Imperial Government of Iran and the Government of the United States shall not prevent any organization distributing goods in Iran in accordance with such agreement from making additional arrangements directly with the Imperial Government of Iran, and that it shall not reduce or limit any facilities or concessions already granted to any such organization by the Imperial Government of Iran.

The Embassy avails itself of this opportunity to renew to the Imperial Iranian Ministry of Foreign Affairs the assurances of its highest consideration.

THE IMPERIAL IRANIAN MINISTRY OF FOREIGN AFFAIRS,
Tehran, Iran.

The Iranian Minister for Foreign Affairs to the American Ambassador



وزارت امور خارجه

تاریخ ۲۱-۷-۱۳۳۲
شماره ۲۴۶۴۸/۴۱۰

آقای سفیرکبیر

احتراماً وصول نامه مورخه ۳۱ شهریور ۱۳۳۲ شماره ۳۰۱ آنجناب را که متضمن پیشنهادات دولت کشورهای متحد آمریکا برای ارسال پاره‌ای مواد غذائی بطور بلا عوض ومجانی بکشور ایران بود اشعار میدارد.

دولت شاهنشاهی ایران باتوجه به توضیحاتیکه طی یادداشت مورخه ۱۳-۷-۱۳۳۲ شماره ۳۴۱ آنسفارتکبری داده شده بدینوسیله مراتب موافقت خودرا باپیشنهادات مندرج درنامه آنجناب اعلام داشته وازمساعدت هائیکه ازاین طریق بکشورایران خواهد شد کمال تشکر رادارد. البته همانطور که پیشنهاد فرموده بودید دراین امرنامه مورخه ۳۱-۶-۱۳۳۲ شماره ۳۰۱ آنجناب وپاسخ دوستداربعنوان موافقتنامه بین دولتین ایران وکشورهای متحد آمریکا تلقی خواهد گردید.

موقع را مغتنم شمرده احتراماً تفائقه را تجدید مینماید

جناب آقای لوی هندرسن سفیرکبیر دولت کشورهای متحد آمریکا — تهران

Translation

MINISTRY OF FOREIGN AFFAIRS

No. 24648/410 OCTOBER 13, 1953

MR. AMBASSADOR:

I respectfully acknowledge receipt of your Note No. 301, dated September 22, 1953, whereby proposals are made by the Government of the United States of America to send to Iran free of charge some foodstuffs, and have the honor to state the following:

The Imperial Government of Iran, with due consideration of the elaboration made in the Embassy's Note No. 349, dated October 5, 1953, hereby conveys its agreement to the proposals as set forth in Your Excellency's Note and expresses its sincere gratitude for the help which will be rendered in this manner. As suggested in your Note No. 301, dated September 22, 1953, my reply in this connection shall be considered as an agreement between the Governments of Iran and the United States of America.

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

ABDOLLAH ENTEZAM

To:

His Excellency Mr. LOY W. HENDERSON,
Ambassador of the United States of America,
Tehran.

RETURN TO FEDERAL REPUBLIC OF GERMANY OF CERTAIN GERMAN NAVAL VESSELS ALLOCATED TO THE UNITED STATES BY TRIPARTITE NAVAL COMMISSION

TIAS 2891
Aug. 20, 1953

Agreement, with Annex, between the
UNITED STATES OF AMERICA and the
FEDERAL REPUBLIC OF GERMANY

- Signed at Bonn August 20, 1953
- Entered into force August 20, 1953

AGREEMENT

This agreement between the Government of the United States of America, hereinafter called "UNITED STATES" and the Government of the Federal Republic of Germany, hereinafter called "FEDERAL REPUBLIC", witnesseth:

WHEREAS, certain former German naval vessels, now the property of the United States, are being used and administered, under supervision of the office of the United States High Commissioner for Germany, in support of the economy of the Federal Republic;

WHEREAS, the continuation of the transportation and commercial services being rendered by the vessels is essential to furtherance of the policies and interests of the United States and the Federal Republic;

WHEREAS, the continued operation of the vessels under present arrangements would impose an unnecessary and unwarrantable administrative burden on the United States;

WHEREAS, the Federal Republic can assure efficient and economical utilization of the vessels;

WHEREAS, the vessels have been determined to be excess to the needs of the United States and proper authorization for disposal thereof has been issued.

Now, therefore, it is agreed:

Article I

All rights in the vessels listed and described in Annex I attached hereto are to be transferred to the Federal Republic by the United States upon execution of this agreement. The Federal Republic hereby acquires all rights and assumes all liabilities of OMGUS [1] or its successor HICOG [2], with respect to any charter party now affecting any such vessels, including the right to cause any such charter party to be cancelled pursuant to its provisions.

Article II

The Federal Republic accepts each vessel in its present location and condition.

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[1] Office of Military Government (U.S.).

[2] Office of the U.S. High Commissioner for Germany.

Article III

The vessels are to be transferred for use in support of the economy of the Federal Republic and will not be exported or released from the control, ownership or use of the Federal Republic or individuals and entities subject to jurisdiction thereof, except by agreement with the United States.

Article IV

The Federal Republic will bear all expenses incident to transfer of custody and ownership and will assume liability for all unamortized conversion costs or other charges now outstanding against the vessels to be transferred and any vessels allocated to the United States by the Tripartite Naval Commission and returned to the United States control after January 1, 1953.

Article V

The United States and its personnel will be held harmless by the Federal Republic from all claims which have been or may be asserted in connection with the original acquisition, use, control or transfer of any vessels allocated by the Tripartite Naval Commission to the United States, with the exception of claims which may arise from acts or transactions, arising subsequent to the date of the return in the case of vessels returned to the United States control. Current provisions concerning the satisfaction of occupation damages will not be affected by the provisions of this Article.

Article VI

The balance of any funds held in trust, joint accounts or otherwise—generally referred to as TNC funds—derived from the operation and administration of the vessels during the period of ownership of the United States shall become the property of the United States upon execution of this agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed the present Agreement at Bonn on the twentieth day of August, 1953.

THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
JAMES B. CONANT

THE GOVERNMENT OF
THE FEDERAL REPUBLIC OF GERMANY
ADENAUER

[SEAL]

ABKOMMEN

Dieses Abkommen zwischen der Regierung der Vereinigten Staaten von Amerika, im folgenden als "VEREINIGTE STAATEN" bezeichnet, und der Regierung der Bundesrepublik Deutschland, im folgenden als "BUNDESREPUBLIK" bezeichnet, beurkundet, dass

IN ANBETRACHT DESSEN, dass einzelne früher der deutschen Marine gehörende Schiffe, die jetzt Eigentum der Vereinigten Staaten sind, unter Aufsicht des Amts des Hohen Kommissars der Vereinigten Staaten für Deutschland zur Unterstützung der Wirtschaft der Bundesrepublik verwendet und verwaltet werden;

IN ANBETRACHT DESSEN, dass die Fortdauer der von diesen Schiffen geleisteten Transport- und Handelsdienste wesentlich für die Förderung der Politik und der Interessen der Vereinigten Staaten und der Bundesrepublik ist;

IN ANBETRACHT DESSEN, dass der weitere Betrieb der Schiffe nach der jetzigen Regelung den Vereinigten Staaten eine unnötige und ungerechtfertigte Verwaltungslast aufbürden würde;

IN ANBETRACHT DESSEN, dass die Bundesrepublik eine wirksame und wirtschaftliche Verwendung der Schiffe gewährleisten kann;

IN ANBETRACHT DESSEN, dass entschieden worden ist, dass für die Schiffe in den Vereinigten Staaten kein Bedarf besteht und dass eine ordnungsgemässe Ermächtigung zur Verfügung über die Schiffe ausgestellt worden ist,

nunmehr folgendes vereinbart worden ist:

ARTIKEL I

Alle Rechte an den im Anhang I dieses Abkommens aufgeführten und beschriebenen Schiffen werden mit Vollzug dieses Abkommens von den Vereinigten Staaten der Bundesrepublik übertragen. Die Bundesrepublik erwirbt damit alle Rechte und übernimmt alle Verbindlichkeiten der OMGUS und/oder ihrer Rechtsnachfolgerin HICOG im Hinblick auf jede Charterpartie im Zusammenhang mit den genannten Schiffen einschließlich des Rechtes, jede solche Charterpartie nach Massgabe ihrer Bestimmungen ungültig machen zu lassen.

ARTIKEL II

Die Bundesrepublik nimmt jedes Schiff an seinem gegenwärtigen Ort und in seinem gegenwärtigen Zustand an.

ARTIKEL III

Die Schiffe werden zur Verwendung bei der Unterstützung der Wirtschaft der Bundesrepublik übertragen und dürfen nicht aus der Kontrolle, dem Eigentum oder der Verwendung der Bundesrepublik oder deren Hoheitsgewalt unterstehender Körperschaften und Einzelpersonen ausgeführt oder freigegeben werden, es sei denn im Einvernehmen mit den Vereinigten Staaten.

ARTIKEL IV

Die Bundesrepublik trägt die im Zusammenhang mit der Übertragung der Verwaltung und des Eigentums entstehenden Kosten und übernimmt die Haftung für alle nicht getilgten Umbaukosten oder andere Verbindlichkeiten, die im Zusammenhang mit den zu übergebenden Schiffen und allen den Vereinigten Staaten von der Dreimächtemarinekommission zugewiesenen und nach dem 1. Januar 1953 der Kontrolle der Vereinigten Staaten unterstellten Schiffen im gegenwärtigen Zeitpunkt noch ausstehen.

ARTIKEL V

Die Bundesrepublik wird die Vereinigten Staaten und ihr Personal für alle Forderungen schadlos halten, die im Zusammenhang mit der ursprünglichen Erwerbung, Verwendung, Kontrolle oder Übertragung aller von der Dreimächtemarinekommission den Vereinigten Staaten zugewiesenen Schiffe bereits geltend gemacht worden sind oder etwa noch geltend gemacht werden; mit Ausnahme von Forderungen, die gegebenenfalls aus Handlungen oder Massnahmen entstehen, die sich nach dem Rückgabetermin bei Schiffen ergeben, die der Kontrolle der Vereinigten Staaten unterstellt worden sind. Die geltenden Bestimmungen über die Befriedigung von Besatzungsschäden werden von den Bestimmungen dieses Artikels nicht berührt.

ARTIKEL VI

Guthaben aus Mitteln, die in treuhänderischer Verwaltung, Gemeinschaftskonten oder auf sonstige Art verwaltet wurden—im allgemeinen als TNC-Mittel bezeichnet—, die aus dem Betrieb und der Verwaltung der Schiffe während des Zeitraums des Eigentums der Vereinigten Staaten stammen, werden mit Vollzug dieses Abkommens Eigentum der Vereinigten Staaten.

60602 O - 56(Part 2) - 88

ZU URKUND DESSEN haben die unterzeichneten von ihren Regierungen ordnungsgemäss Bevollmächtigten dieses Abkommen in Bonn am zwanzigsten Tage des Monats August 1953 unterschrieben.

Die Regierung der Vereinigten Staaten von Amerika

JAMES B. CONANT

Die Regierung der Bundesrepublik Deutschland

ADENAUER

[SEAL]

U.S. ALLOCATED TNC VESSELS TO BE TRANSFERRED TO THE FEDERAL REPUBLIC

Current No.	TNC NO. / NAME / W&S FILE	DM VALUE
1	AF 9	
	182	
	Pillau	
	B 1	36, 000
2	AF 38	
	184	
	none	
	B 90	36, 000
3	AF 45	
	185	
	Freiheit	
	B 91	30, 000
4	AF 49	
	187	
	B 92	35, 000
5	AF 50	
	188	
	Gero	
	B 93	25, 000
6	AF 59	
	189	
	Anton Otholt	
	B 94	30, 000
7	AF 83	
	191	
	Lilo	
	B 14	40, 000
8	AF 91	
	193	
	Seeloewe	
	B 16	36, 000
9	AF 94	
	194	
	Harthmut	
	B 17	30, 000
10	AF 104	
	196	
	Pregel	
	B 97	25, 000
11	B 33	
	14	
	Ocean	
	B 53	70, 000
12	B 291	
	15	
	Bertha Anna	
	B 52	50, 000
13	C 88	
	295	
	Delphin	
	B 78	56, 000
14	C 316	
	296	
	Fritz	
	B 79	50, 000
15	D 136	
	286	
	Meisenberg	
	B 75	88, 000
16	D 151	
	57	
	Moewe	
	B 184	44, 000
17	D 298	
	19	
	MLSG	
	B 82	28, 000
18	DAHAG 3	
	20	
	Fram	
	B 54	40, 000
19	F 272	
	199	
	Jan Hein	
	B 118	29, 000
20	KK 5	
	24	
	Memel	
	B 49	40, 000
21	KK 18	
	25	
	Bruno	
	B 49	30, 000
22	KV 8	
	27	
	Stolzenfels	
	B 68	32, 000
23	LT 227	
	228	
	Tanger	
	B 195	15, 000
24	LT 802	
	242	
	B 196	30, 000

Current No.	TNC NO. NAME W&S FILE	DM VALUE
25	LT 140 222 Conau B 100	15, 000
26	LT 172 223 Terschelling B 101	31, 000
27	LT 179 224 Emma B 102	30, 000
28	LT 207 226 B 103	34, 000
29	LT 210 227 B 104	36, 000
30	LT 250 230 Dina B 105	30, 000
31	LT 274 231 Irmgard B 87	28, 000
32	LT 289 232 Heimatkehrwieder	28, 000
33	LT 380 233 Baerbel Christa B 107	30, 000
34	LT 397 234 Felicitas B 108	35, 000
35	LT 404 235 Heinz Dieter B 109	22, 000
36	LT 407 236 Lerge B 110	24, 000
37	LT 499 237 MLSG 2 B 111	36, 000
38	LT 500 238 Klaus Otto B 112	22, 000
39	LT 506 239 Uwe Gisela B 113	32, 000
40	LT 512 240 Unterweser B 18	29, 000
41	LT 605 241 Ruebezahl B 114	31, 900
42	LT 847 245 Columbus B 86	40, 000
43	LT 858 246 Oder B 116	32, 600
44	LT 866 247 Ostland B 117	35, 000
45	LT 981 248 Begesack B 19	25, 000
46	MFP 199 351 Sperber B 119	35, 000
47	MW 116 32 Michael B 51	40, 000
48	R 98 310 Mars B 724	30, 000
49	R 253 323 Silesia B 728	30, 000

Current No.	TNC NO. NAME W&S FILE	DM VALUE
50	R 264	
	324	
	Ilse	
	B 729	30, 000
51	R 405	
	330	
	Hanna	
	B 720	30, 000
52	WK 5	
	91	
	Caesar	
	B 61	25, 000
53	AF 43	
	185	
	B 13	19, 000
54	WV 1	
	53	
	Hansa	
	B 64	12, 000
55	LT 205	
	225	
	Petschili	
	S 583	36, 000
56	LT 234	
	229	
	Wera	
	S 585	20, 000
57	AF 24	
	183	
	B 89	20, 000
58	AF 71	
	190	
	B 95	26, 000
59	AF 101	
	195	
	B 96	17, 000
60	Jade	
	22	
	B 58	27, 000
61	LCM 538	
	206	
	B 125	3, 150
62	LCM 832	
	209	
	B 128	3, 000
63	LCM 835	
	210	
	B 129	3, 000
64	LCM 842	
	212	
	B 130	6, 000
65	LT 845	22, 000
	244	
66	P 22	
	33	
	B 65	2, 000
67	TK 7	
	38	
	B 56	2, 000
68	TK 8	
	39	
	B 57	2, 000
69	WK 1	
	40	
	B 149	6, 000
70	WK 6	
	42	
	B 150	4, 000
71	WL 3	
	43	
	B 147	5, 000
72	WL 11	
	44	4, 500
73	WL 12	
	45	
	B 153	8, 000
74	WL 15	
	46	
	B 154	7, 000
75	WT 6	
	51	
	B 62	2, 000
76	WT 11	
	52	
	B 63	1, 800
77	BHBG 1	
	17	
	S 554	8, 000
78	P 27	
	145	
	S 559	12, 000
79	SP 2	
	36	
	S 556	27, 150
80	T 1	
	37	
	S 557	15, 000

Current No.	TNC NO. NAME W&S FILE	DM VALUE
81	WSO 4 50 S 560	7, 000
82	Ernst 148 B 67	150, 000
83	Karl 150 B 66	115, 000
84	LCP 819 221 Oelexpress B 9	35, 000
85	Marianne 1 B 182	75, 000
86	Moenckeberg 151 B 69	62, 900
87	Schwinge 35 B 55	107, 000
88	Alfred 357 S 541	300, 000
89	Alsen 146 S 543	60, 000
90	Fehmarn 149 S 537	183, 000
91	Hadersleben 358 S 535	43, 000
92	Juist 23 S 539	40, 000
93	Ramsoy 354 S 544	135, 800
94	Diedrichsdorf 147 Aldebaran S 538	42, 000
95	BHT 5 18 Martha B 148	60, 000
96	R 22 301 Ostfriesland	33, 000
97	RN 90 84 Regina B 172	32, 000
98	WL 16 47 MLSG 3 B 155	136, 000
99	WW 3 362 Franziska Joerck B 29	105, 000
100	AHZ 1 2 Maria Magdalena S 574	100, 000
101	Kilwa 350 S 567	1, 250, 000
102	Lauting 355 S 579	200, 000
103	LC 1 204 Alice S 582	50, 000
104	Maza W2 28 Oliva S 562	95, 000
105	Maza W6 29 Iran S 563	225, 000
106	Maza W8 30 Irak S 564	250, 000
107	Maza W9 31 Gnom S 565	135, 000
108	Minerva 352 S 622	1, 600, 000

Current No.	TNC NO. NAME W&S FILE	DM VALUE
109	Sextant	
	5	
	S 549	40, 000
110	WW 2	
	361	
	Ingrid Breuers	
	S 542	55, 000
111	Zeus	
	353	
	S 621	1, 500, 000
112	Smokelayer	
	No. 668	
	92	
	Santa Maria	
	S 573	30, 000
113	Aldessen	
	13	
	S 552	17, 000
114	Bant	
	16	
	S 533	153, 000
115	Heppens	
	21	
	S 555	153, 000
116	Bombe	
	153	
	B 135	29, 000
117	C 16	
	156	
	Assistent II	
	B 134	15, 000
118	Dohle	
	159	
	Heimat	
	B 140	25, 000
119	Dueker	
	147	
	B 72	28, 000
120	Ellerbeck	
	B 136	30, 000
121	Exc. Baensch	
	160	
	B 228	30, 000
122	Hafenkapitan	
	166	
	B 85	50, 000
123	Hoern	
	169	
	B 200	25, 000
124	Mellum	
	172	
	B 23	110, 000
125	Mottlau	
	173	
	B 137	30, 500
126	Pottwal	
	176	
	B 25	18, 000
127	Wapel	
	178	
	B 139	25, 000
128	L 860	
	203	
	Lorens de Haan	
	B 123	21, 000
129	LU 54	
	71	
	B 197	25, 000
130	R 401	
	327	
	Koralle	
	B 209	70, 000
131	R 403	
	328	
	Atoll	
	B 210	65, 000
132	RA 106	
	75	
	Buran	
	B 156	31, 000
133	RA 107	
	76	
	B 157	36, 000
134	RN 11	
	79	
	Goetz v. Berlichingen	
	B 171	15, 000
135	RN 85	
	83	
	Margarete I	
	B 37	18, 000
136	Stier	
	93	
	B 191	22, 000

Current No.	TNC NO. NAME W&S FILE	DM VALUE
137	TF 3	
	96	
	Bussard	
	B 43	18, 000
138	TF 24	
	101	
	B 36	18, 000
139	TF 35	
	103	
	Vesta	
	B 162	25, 000
140	Ursula	
	115	
	B 46	18, 000
141	Bodden	
	152	
	Bombay	
	S 510	85, 000
142	Finwal	
	161	
	S 514	68, 000
143	Flink	
	162	
	S 513	45, 000
144	Grundhai	
	164	
	S 515	40, 000
145	R 404	
	329	
	Libelle	
	B 211	115, 000
146	RN 112	
	86	
	Schnell	
	B 41	65, 000
147	Hansa	
	167	
	S 517	65, 000
148	Hecht	
	168	
	S 624	20, 000
149	Kolibri	
	170	
	S 625	100, 000
150	Pinguin	
	174	
	S 529	29, 000
151	Ploen	
	175	
	Porebunder	
	S 519	60, 000
152	Sperling	
	348	
	S 508	110, 000
153	Strande	
	177	
	S 520	108, 000
154	Aade	
	334	
	S 500	135, 000
155	Alk	
	335	
	S 522	146, 900
156	Gulosenfjord	
	S 502	230, 000
157	C 33	
	336	
	Bardenfleth	
	S 531	90, 000
158	Geier	
	338	
	S 501	130, 000
159	Nengst	
	341	
	S 503	140, 000
160	Kurefjord	
	334	
	S 505	150, 000
161	Sonderburg	
	347	
	S 527	85, 000
162	RA 109	
	77	
	Friesland	
	B 186	45, 000
163	RP 11	
	87	
	Salvfreu 2	
	B 175	20, 000
164	SF 512	
	250	
	B 11	35, 000

Current No.	TNC NO. NAME W&S FILE	DM VALUE
165	Habicht	
	165	
	S 516	36, 000
166	TAF 44	
	121	
	Emil	
	B 73	6, 000
167	M 607	
	276	
	Christian Ivers	
	S 774	420, 000
168	M 608	
	277	
	Harald Ivers	
	S 775	420, 000
169	RN 61	
	82	
	Senior von Sonnenkamp	
	S 589	48, 000
170	D 70	
	284	
	Feuerl.	
	Boot 1	
	B 142	25, 000
171	Fireboat Nr. 2	
	89	
	FB II	
	B 143	6, 000
172	FLB	
	5505	
	Patrol	
	25	
	B 174	30, 000
173	PS 2	
	74	
	WS 11	
	B 178	5, 000
174	RP 16	
	90	
	Patrol	
	23	
	B 173	40, 000
175	RW 526	
	91	
	Patrol	
	24	22, 000
176	TF 9	
	99	
	WS 13	
	B 159	15, 000
177	TF 52	
	106	
	Patrol	
	IV	
	B 164	15, 000
178	TF 61	
	109	
	WS 19	
	B 167	15, 000
179	Baby	
	63	
	B 47	1, 500
180	BMWT 1	
	65	
	B 181	8, 000
181	Ech 145	
	66	
	Stint	
	B 39	8, 000
182	HP 200	
	69	
	Weserlotse	
	B 193	15, 000
183	RN 4	
	78	
	Koerte	
	B 32	18, 000
184	RN 13	
	80	
	Kurier	
	B 40	4, 000
185	TF 1	
	94	
	Vogelsand	
	B 33	20, 000
186	TF 6	
	98	
	B 158	17, 000
187	TF 46	
	105	
	B 45	22, 000

Current No.	TNC NO. NAME W&S FILE	DM VALUE
188	TF 101	
	112	
	Keppler	
	B 35	20, 000
189	Greif	
	163	
	S 528	232, 500
190	PC 2	
	73	
	Falke	
	S 591	15, 000
191	Rabaul	
	345	
	Ludwig Plate	
	S 507	360, 000
192	Sundalsfjord	
	349	
	Borkum	
	S 521	400, 000
193	Ruden	
	291	
	S 620	60, 000
194	Trave	
	359	
	Gausa	
	S 536	400, 000
195	RF 85	
	192	
	Hein Mueck	
	B 15	44, 000
196	Barbara	
	64	
	B 83	1, 850
197	Margie	
	72	
	B 48	2, 500
198	R 55	
	303	
	Stadt Oldenburg	
	B 201	10, 000
199	R 130	
	319	
	V. L. SWO	
	232	
	B 218	30, 000
200	R 249/322	
	Gabel Juerge	
	B 207	6, 000
201	R 267	
	326	
	Oderstrand	
	B 208	6, 000
202	RP 12	
	Thetis	3, 000
203	M 371	
	257	
	S 755	20, 000
204	M 582	
	273	
	S 771	30, 000
205	MT 2	
	58	
	S 572	15, 000
206	R 117	
	315	
	S 629	6, 000
207	R 241	
	321	
	S 630	6, 000
208	Wohnboot 6	
	181	
	Alter Hefen	
	S 570	65, 000
209	KKUE 94	
	3	
	S 575	50, 000
210	B 37	
	8	
	Juno	
	B 27	70, 000
211	Dueker I	
	118	
	B 70	11, 000
212	Dueker IV	
	119	
	B 71	8, 000
213	LCM 544	
	207	
	Elizabeth	
	B 186	12, 000
214	RN 147	
	34	
	Taucher	
	Weintzen	
	B 38	8, 000

Current No.	TNC NO. NAME W&S FILE	DM VALUE
215	SF 314	
	249	
	B 9	17, 000
216	Sperrprahm West	
	292	
	B 76	45, 000
217	TA 1	
	120	
	B 74	3, 000
218	BP 47	
	9	
	Brokdorf	
	S 623	100, 000
219	Crane 2	
	55	
	S 593	30, 000
220	Eider	
	288	
	S 581	
221	Koe 23	
	26	
	S 561	5, 000
222	Dauens	
	S 571	8, 000
223	KB 2	
	290	
	B 81	17, 000
224	L 047	
	201	
	Olhoern	
	B 122	12, 000
225	LCM 844	
	213	
	Mytilus	
	B 131	18, 000
226	TF 55	
	107	
	B 165	500
227	Bisam	
	282	
	S 550	65, 000
228	D 87	
	285	
	ACO I	
	S 551	26, 000
229	#491	
	4	
	S 569	38, 000
230	Kralle	
	143	
	B 144	75, 000
231	LCM 535	
	205	
	Immanuel	
	B 124	12, 500
232	Geheimrat Goeker	
	142	
	S 547	650, 000
233	Geheimrat Krueger	
	141	
	S 548	950, 000
	FLOATING DOCKS	
234	No. 1	
	122	
	S 596	110, 000
235	No. 2	
	123	
	S 597	70, 000
236	No. 3	
	124	
	S 598	400, 000
237	No. 4	
	125	
	S 599	40, 000
238	No. 5	
	126	
	S 600	1, 520, 000
239	No. 7	
	127	
	Dock 1	
	S 601	65, 000
240	No. 8	
	128	
	Dock 2	
	S 602	100, 000
241	No. 10	
	297	
	S 614	200, 000
242	No. 13	
	129	
	S 603	600, 000

Current No.	TNC NO. NAME W&S FILE	DM VALUE
243	No. 16	
	298	
	S 617	2, 500
244	No. 17	
	299	
	S 618	3, 500
245	No. 22	
	130	
	S 615	350, 000
246	No. 25	
	131	
	S 604	220, 000
247	No. 27	
	132	
	S 605	300, 000
248	No. 28	
	133	
	S 606	75, 000
249	No. 33	
	134	
	S 607	250, 000
250	No. 53	
	135	
	S 608	750, 000
251	No. 56	
	136	
	S 609	250, 000
252	No. 74	
	137	
	S 610	550, 000
253	No. 75	
	138	
	S 611	475, 000
254	No. 76	
	139	
	S 612	280, 000
255	No. 78	
	300	
	S 626	8, 000
256	No. 85	
	140	
	S 613	900, 000
257	Under HVB WKU 9	
	6	
	B 146	1, 000
	FISHING TRAWLERS	
258	Huexter	
	163	
	Huexter	
	BX 540; -0574	15, 000
259	Teutoburger Wald	
	179	
	Nordenham	
	BX 549; -0585	550, 000
260	UJ 1227	
	144	
	Skolpenbank	
	BX 273; -0465	650, 000
261	UJ 1207	
	142	
	Bernhard Janssen	
	BX 419; -0332	450, 000
262 [1]	UJ 1227	
	144	
	Skolpenbank	
	BX 273; -0465	650, 000
263	UJ 1708	
	174	
	Schwertfisch	
	BX 507; -0537	600, 000
264	UJ Dahme	
	164	
	Friedrich Busse	
	BX 448; -0477	200, 000
265	VP 303	
	135	
	Tannenberg	
	BX 541; -0575	134, 000
266	VP 814	
	137	
	Buergermeister Smidt	
	BX 271; -0464	430, 000
267	VP 1102	
	141	
	Luetzow	
	BX 379; -0246	450, 000
268	VP 1709	
	146	
	Westpreussen	
	BX 400; -0281	300, 000

[1] Inadvertent repetition of item listed as Current No. 260.

Current No.	TNC NO. NAME W&S FILE	DM VALUE
269	VP 2002 147 Nordlicht BX 464; -0496	495, 000
270	VP 2005 148 W. Michaelsen BX 463; -0495	200, 000
271	NT 30 356 Condor B 80	110, 000
272	VP 2013 149 Wilhelm Kaisen BX 550;-0586	505, 000
273	VP 2014 150 Henry Everling BX 420;-0327	550, 000
274	VP 2016 152 Hans Boeckler BX 421; -0311	550, 000
275	VP 2019 153 Seefahrt BX 423;-0326	104, 000
276	VP 6405 162 Midlum BX 456;-0271	280, 000
277	VS 56 131 Marburg BX 314;-0402	140, 000
278	VS 163 133 August Broehan BX 468;-0497	15, 000
279	VS 206 134 Regensburg BX 313;-0404	140, 000
280	VS 902 138 Senator Sachse BX 539;-0573	15, 000
281	VS 905 139 Karl Bergh BX 529;-0560	15, 000
	FISHING LUGGERS	
282	M 3440 171 Luebbe Hartmann BX 530;-0562	267, 000
283	UJ 5606 161 Auerhahn BV 72;-	80, 000
284	V 1208 143 Kappelhoff BX 525;-0556	80, 000
285	VP 5111 156 Odin BX 537;-0570	80, 000
286	VP 5112 157 Tiu BX 534;-0567	80, 000
287	VP 5113 158 Donar BX 535;-0568	80, 000
288	VP 5114 159 Baldur BX 636;-0569	80, 000
289	VP 5115 160 Frija BX 538;-0571	80, 000
290	VS 1506 145 L. Ruyl BX 526;-0557	80, 000
	FISHING CUTTERS	
291	A 1(LUH 104) 8 Weser River BX 411;-0374	20, 000

Current No.	TNC NO. NAME W&S FILE	DM VALUE
292	KFK 63 (M 3669) 5 Margarete Elisabeth BX 455;–0522	40, 000
293	KFK 64(M 3670) 6 Gudrun BX 545;–0580	30, 000
294	KFK 125(DB 25) 10 Kaeppen John BX 402;–0401	60, 000
295	KFK 144(VP 5521) 15 Pollux BX 551;–0588	40, 000
296	KFK 145(WP 5522) Milda BX 428;–0310	40, 000
297	KFK 146(WP 5523) Gotland BX 553;–0590	30, 000
298	KFK 189(WP 5530) 27 Germania BX 515;–0544	30, 000
299	KFK 213(VS 69) 28 Atlantik	40, 000
300	KFK 216(UJ 1762) 30 Fischereidir. Meinken BX 494;–0526	60, 000
301	KFK 219(VP 5528) 31 Ostpreussen BX 518;–0547	30, 000
302	KFK 232(VS 918) 34 Baerbel BX 446;–0472	40, 000
303	KFK 235(NS 03) 36 Adler BX 475;–0504	60, 000
304	KFK 281(VP 5539) 48 Iris BX 462;–0490	40, 000
305	KFK 282(VP 5540) 49 Fladengrund BX 499;–0531	50, 000
306	KFK 283(VP 5541) 50 Saturn BX 519;–0548	30, 000
307	KFK 284(VP 5542) 51 Peterle BX 445;–0483	40, 000
308	KFK 285(VP 5543) 52 Christel BX 533;–0566	30, 000
309	KFK 286(VP 5544) 53 Neptun BX 544;–0579	30, 000
310	KFK 301(VS 327) 178 Vaterland BX 546;–0581	50, 000
311	KFK 370 65 Fridel BX 458;–0488	40, 000
312	KFK 510(UJ 613) 82 Pirola BX 425;–0318	40, 000
313	KFK 513 (NB 67) 84 Salm BX 543;–0578	30, 000
314	KFK 529 86 Hornsriff BX 496;–0528	30, 000
315	KFK 534 87 Pommern BX 552;–0589	30, 000
316	KFK 544 (NB 75) 78 Anita BX 498;–0530	40, 000

Current No.	TNC NO. NAME W&S FILE	DM VALUE
317	KFK 545 (NB 76)	
	89	
	Hella	
	BX 424;–0325	40, 000
318	KFK 554	
	90	
	Waltraut	
	BX 438;–0467	40, 000
319	KFK 612 (VP 1224)	
	176	
	Elke	
	BX 478;–0507	40, 000
320	KFK 621 (M 3454)	
	91	
	Heika	
	BX 437;–0473	40, 000
321	KFK 622 (DW 23)	
	92	
	Tagila	
	BX 520;–0549	50, 000
322	KFK 626 (NO 46)	
	93	
	Borkumriff	
	BX 500;–0532	30, 000
323	KFK 627 (VP 5533)	
	34	
	Alte Eiebe	
	BX 502;–0534	60, 000
324	KFK 631 (VP 5537)	
	96	
	Karin	
	BX 470;–0499	30, 000
325	KFK 633 (UJ 327)	
	97	
	Walross	
	BX 487;–0516	40, 000
326	KFK 639 (UJ 329)	
	100	
	Else	
	BX 490;–0519	30, 000
327	KFK 640	
	101	
	Gebr. Meyer	
	BX 481;–0510	30, 000
328	KFK 641 (LUF 500)	
	102	
	Albinus	
	BX 497;–0529	50, 000
329	KFK 3107 (KFK 159)	
	21	
	Ellen	
	BX 473;–0502	60, 000
330	KFK 3894 (KFK 431)	
	Ilse Feldmann	
	BX 482;–0511	30, 000
331	M 3111 (KFK 156)	
	20	
	Holstein	
	BX 483;–512	30, 000
332	M 3444 (KFK 256)	
	46	
	Wilma	
	BX 430;–0383	40, 000
333	M 3445 (KFK 257)	
	46	
	Koopmann Bohn	
	BX 433;–0309	40, 000
334	M 3449 (KFK 416)	
	69	
	Hildegard	
	BX 343;–0308	40, 000
335	M 3660(KFK 50)	
	1	
	Sylt	
	BX 447;–0476	40, 000
336	M 3661(KFK 51)	
	2	
	Manne	
	BX 488;–0517	40, 000
337	M 3667(KFK 60)	
	3	
	Christiana	
	BX 435;–0466	40, 000
338	M 3671 (KFK 238)	
	37	
	Juergen Dieter	
	BX 501;–0533	60, 000
339	M 4252 (KFK 480)	
	75	
	Butendiek	
	BX 495;–0527	50, 000
340	M 4253 (KFK 481)	
	76	
	Seelust	
	BX 542;–0577	30, 000

Current No.	TNC NO. NAME W&S FILE	DM VALUE
341	RP 13 (FLB 206)	
	175	
	Elfriede	
	BX 504;–0536	20, 000
342	SP 1 (KFK 184)	
	23	
	Otto	
	BX 453;–0486	40, 000
343	SP 3 (KFK 175)	
	22	
	Castor	
	BX 443;–0481	40, 000
344	UJ 1766 (KFK 133)	
	12	
	Rolano	
	BX 573;–0611	30, 000
345	UJ 1771 (KFK 215)	
	29	
	Dithmarschen	
	BX 493;–0525	60, 000
346	VP 5545 (KFK 287)	
	54	
	Venus	
	BX 571;–0609	30, 000
347	VS 131 (KFK 142)	
	13	
	Jan van Gent	
	BX 436;–0475	40, 000
348	VS 132 (KFK 143)	
	14	
	Regulus	
	BX 492;–0524	60, 000
349	VS 136 (KFK 465)	
	71	
	Inge	
	BX 416;–0328	40, 000
350	VS 219 (KFK 227)	
	33	
	Hertha	
	BX 444;–0482	40, 000
351	VS 222 (KFK 104)	
	172	
	Preil	
	BX 441;–0471	40, 000
352	VS 223 (KFK 363)	
	61	
	Vineta	
	BX 566;–0604	30, 000
353	VS 224 (KFK 469)	
	72	
	Antje	
	BX 472;–0501	40, 000
354	VS 225 (KFK 488)	
	173	
	Karoline	
	BX 452;–0485	40, 000
355	VS 235 (KFK 291)	
	55	
	Steendiek	
	BX 480;–0509	60, 000
356	VS 249 (KFK 326)	
	59	
	Marlies	
	BX 418;–0322	40, 000
357	VS 260 (KFK 293)	
	56	
	Nordstern	
	BX 548;–0584	———
358	VS 328 (KFK 368)	
	64	
	Edith	
	BX 558;–0596	40, 000
359	VS 330 (KFK 396)	
	166	
	Jan Grieb	
	BX 432;–0312	40, 000
360	VS 346 (KFK 484)	
	78	
	Wanderer	
	BX 547;–0583	30, 000
361	VS 421 (KFK 365)	
	62	
	Sturmvogel	
	BX 99;–0429	40, 000
362	VS 424 (KFK 259)	
	47	
	Makrele	
	BX 461;–0489	40, 000
363	VS 425 (KFK 131)	
	11	
	Berta	
	BX 522;–0551	40, 000
364	VS 427 (KFK 485)	
	79	
	Helgoland	
	BX 485;–0514	40, 000

Current No.	TNC NO. NAME W&S FILE	DM VALUE
365	VS 827 (KFK 397)	
	67	
	Neuwerk	
	BX 460;–0523	40, 000
366	VS 914 (KFK 185)	
	24	
	Wilhelm Peter	
	BX 454;–0487	50, 000
367	VS 916 (KFK 187)	
	25	
	Heita	
	BX 459;–0576	40, 000
368	VS 917 (KFK 188)	
	26	
	Rosengarten	
	BX 476;–0505	50, 000
369	VS 919 (KFK 233)	
	35	
	Andreas	
	BX 508;–	40, 000
370	VS 920 (KFK 252)	
	43	
	Blinkfuer	
	BX 489;–0518	60, 000
371	VS 921 (KFK 253)	
	44	
	Rainer Falke	
	BX 477;–0506	40, 000
372	VS 922 (KFK 366)	
	63	
	Uta	
	BX 479;–0508	40, 000
373	VS 924 (KFK 472)	
	73	
	Thees Bott	
	BX 484;–0513	50, 000
374	VS 925 (KFK 486)	
	80	
	Horst Wilhelm	
	BX 429;–0470	40, 000
375	VS 931 (Pil 52)	
	177	
	Hei 31	
	BX 574;–0612	25, 000
376	VS 1521 (KFK 246)	
	38	
	Karl Fock	
	BX 474;–0503	60, 000
377	VS 1522 (KFK 247)	
	39	
	Carl Heidmann	
	BX 572;–0610	30, 000
378	VS 1523 (KFK 248)	
	40	
	Niederelbe	
	BX 514;–0543	40, 000
379	VS 1524 (KFK 250)	
	41	
	Fortuna	
	BX 471;–0500	40, 000
380	VS 3130 (KFK 411)	
	68	
	Gerda	
	BX 401;–0492	40, 000
381	VS 4250 (KFK 478)	
	74	
	Else Marie	
	BX 439;–0468	40, 000
382	KFK 147 (VP 5524)	
	18	
	Norman	
	BX 528;–0559	20, 000

60602 O - 56(Part 2) - 89

DIESEL MOTORS

No	HP	Charterer
3900	1400	Gebrueder Luwen, Duisburg
45/3454	1400	dto
55094	900	dto
61430	900	Franz Haniel Co., Duisburg
61431	900	Hermann Bestmann, Hamburg
61439	900	dto
63513/20	900	A. Zedler, Luebeck
63521/28	900	dto
63529/536	900	Wischke & Reimer, Luebeck
521168	900	Bartus-Hansa Transportges. Rheine/W.
521176	900	Franz Haniel Co. Duisburg
521208	900	dto
3904	900	Ostdeutsche Dampfschiffahrts & Transport GmbH, Hamburg
45/3466	900	Walter Schultz, Duisburg
7172	900	Ostdeutsche Dampfschiffahrts & Transport GmbH, Hamburg
7173	900	dto
83233	900	J. A. Reinecke, Hamburg
83247	900	Franz Haniel Co., Duisburg
83248	900	dto
83290	900	Schluessel Reederei D. Oltmann & Co. Bremen
MWM ex R–294	900	dto
45/3463	900	Franz Haniel, Duisburg
Kaelble ex LCM839	900	Farbenfabriken Bayer, Leverkusen
Kaelble ex LCM839	900	dto
55102/09	900	French Navy, Koblenz

STEAM ENGINES

3882		Fa. Zoelke
3883		dto

AIR TRANSPORT SERVICES

TIAS 2892
May 26, 1953

Agreement, with Annex and Schedule, between the UNITED STATES OF AMERICA and CUBA

- **Signed at Habana May 26, 1953**
- **Entered into force June 30, 1953**

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CUBA

The Government of the United States of America and the Government of the Republic of Cuba, desiring to conclude an Agreement for the purpose of promoting direct air communications between their respective territories, have accordingly appointed authorized representatives for this purpose, who have agreed as follows:

ARTICLE 1

For the purposes of the present Agreement, and its Annex, except where the text provides otherwise:

(A) The term "aeronautical authorities" shall mean in the case of the United States of America, the Civil Aeronautics Board and any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board, and, in the case of the Republic of Cuba, the Junta de Aeronautica Civil and any person or agency authorized to perform the functions exercised at present by the said Organization.

(B) The term "designated airlines" shall mean those airlines that the aeronautical authorities of one of the contracting parties have communicated in writing to the aeronautical authorities of the other contracting party that they are the airlines that it has designated in conformity with Article 3 of the present Agreement for the routes specified in such designation.

(C) The term "territory" shall have the meaning given to it by Article 2 of the Convention on International Civil Aviation, signed at Chicago on December 7, 1944.[1]

(D) The definitions contained in paragraphs A, B, and D of Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944 shall be applied to the present Agreement.

ARTICLE 2

Each contracting party grants to the other contracting party the rights specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether

[1] Treaties and Other International Acts Series 1591; 61 Stat. 1181.

such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

ARTICLE 3

Each of the air services so described may be placed in operation as soon as the contracting party to whom the rights have been granted by Article 2 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall, subject to Article 7 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby such operations shall be subject to the approval of the competent military authorities.

ARTICLE 4

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

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

(b) Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of the airline of such contracting party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered, be accorded the same treatment as that applying to national airlines and to airlines of the most-favored-nation.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

ARTICLE 5

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

ARTICLE 6

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operations and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airlines designated by the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the other contracting party upon entrance into or departure from, or while within the territory of the first party.

ARTICLE 7

Notwithstanding the provisions of Article 10 hereof, each contracting party reserves the right to withhold or revoke, after thirty (30) days prior notice to the other contracting party, the exercise of the rights specified in the Annex to this Agreement by an airline designated by the other contracting party in the event that it is not satisfied that substantial ownership and effective control of such airlines are vested in nationals of the other contracting party, or in case of failure by such airline, or the Government designating such airlines, to comply with the laws and regulations referred to in Article 6 hereof, or otherwise to perform its obligations hereunder, or to fulfill the conditions under which the rights are granted in accordance with this Agreement and its Annex. In the event of action by one contracting party under this Article, the right of the other contracting

party to request consultation pursuant to Article 11 shall not be prejudiced.

ARTICLE 8

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

ARTICLE 9

Existing rights and privileges relating to air transport services which may have been granted previously by either of the contracting parties to an airline of the other contracting party shall continue in force according to their terms.

ARTICLE 10

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

ARTICLE 11

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the Agreement and attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

ARTICLE 12

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

ARTICLE 13

Except as otherwise provided in this Agreement or its Annex, any dispute between the contracting parties relative to the interpretation or application of this Agreement or its Annex, which cannot be settled through consultation, shall be submitted for an advisory

report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery by either party to the other party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months.

If either of the contracting parties fails to designate its own arbitrator within two months, or if the third arbitrator is not agreed upon within the time limit indicated, either party may request the President of the International Civil Aviation Organization to make the necessary appointment or appointments by choosing the arbitrator or arbitrators.

The contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

ARTICLE 14

Changes made by either contracting party in the routes described in the schedules attached except those which change the points served by these airlines in the territory of the other contracting party shall not be considered as modifications of the Annex. The aeronautical authorities of either contracting party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change is given without delay to the aeronautical authorities of the other contracting party.

If such other aeronautical authorities find that, having regard to the principles set forth in Section VII of the Annex to the present Agreement, interests of their airline or airlines are prejudiced by the carriage by the airline or airlines of the first contracting party of traffic between the territory of the second contracting party and the new point in the territory of the third country, the authorities of the two contracting parties shall consult with a view to arriving at a satisfactory agreement.

ARTICLE 15

This Agreement, including the provisions of the Annex thereto, shall come into force on the day on which notice of its ratification by the Government of the Republic of Cuba is given to the Government of the United States of America. [1]

[1] June 30, 1953.

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

Done at Habana, Cuba, this twenty-sixth day of May, 1953, in duplicate, in the English and Spanish languages, each of which shall be of equal authenticity.

For the Government of the United States of America:

WILLARD L. BEAULAC
Ambassador Extraordinary and Plenipotentiary

For the Government of the Republic of Cuba:

P. CARRERA JUSTIZ
Minister of Communications and Transport

MIGUEL ANGEL CAMPA
Minister of State

[SEAL]

ANNEX

SECTION I

The Government of the Republic of Cuba grants to the Government of the United States of America the right to conduct air transport services by one or more airlines of United States nationality designated by the latter country on the routes, specified in Schedule One attached, which transit or serve commercially the territory of the Republic of Cuba.

SECTION II

The Government of the United States of America grants to the Government of the Republic of Cuba the right to conduct air transport services by one or more airlines of Cuban nationality designated by the latter country on the routes, specified in Schedule Two attached, which transit or serve commercially the territory of the United States of America.

SECTION III

One or more airlines designated by each of the contracting parties under the conditions provided in this Agreement will enjoy, in the territory of the other contracting party, rights of transit and of stops for nontraffic purposes, as well as the right of commercial entry and departure for international traffic in passengers, cargo and mail at the points enumerated on each of the routes specified in the Schedules attached.

SECTION IV

The air transport facilities available hereunder to the travelling public shall bear a close relationship to the requirements of the public for such transport.

SECTION V

There shall be a fair and equal opportunity for the airlines of the contracting parties to operate on any route between their respective territories (as defined in the Agreement) covered by this Agreement and Annex.

SECTION VI

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

SECTION VII

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

(a) to traffic requirements between the country of origin and the countries of destination;

(b) to the requirements of through airline operation; and

(c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

SECTION VIII

It is the intention of both contracting parties that there should be regular and frequent consultation between their respective aeronautical authorities (as defined in the Agreement) and that there should thereby be close collaboration in the observance of the principles and the implementation of the provisions outlined in the present Agreement and Annex.

SECTION IX

(A) The determination of rates in accordance with the following paragraphs shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other airlines, as well as the characteristics of each service.

(B) The rates to be charged by the airlines of either contracting party between points in the territory of the United States and points in Cuban territory referred to in the attached Schedules shall, consistent with the provisions of the present Agreement and its Annex, be subject to the approval of the aeronautical authorities of the contracting parties, who shall act in accordance with their obligations under the present Annex, within the limits of their legal powers.

(C) Any rate proposed by the airline or airlines of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty (30) days before the proposed date of introduction; provided that this period of thirty (30) days may be reduced

in particular cases if so agreed by the aeronautical authorities of both contracting parties.

(D) The Civil Aeronautics Board of the United States having approved the traffic conference machinery of the International Air Transport Association (hereinafter called IATA), for a period of three years beginning June 30, 1952, any rate agreements concluded through this machinery during this period and involving United States airlines will be subject to approval of the Board. Rate agreements concluded through this machinery may also be required to be subject to the approval of the aeronautical authorities of the Government of Cuba pursuant to the principles enunciated in paragraph (B) above.

(E) The contracting parties agree that the procedure described in paragraphs (F), (G) and (H) of the Section shall apply.

1. If, during the period of the Civil Aeronautics Board's approval of the IATA traffic conference machinery, either any specific rate agreement is not approved within a reasonable time by either contracting party, or a conference of IATA is unable to agree on a rate, or

2. At any time no IATA machinery is applicable, or

3. If either contracting party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference machinery relevant to this Section.

(F) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the contracting parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its airlines for services from the territory of one contracting party to a point or points in the territory of the other contracting party from becoming effective, if in the judgment of the aeronautical authorities of the contracting party whose airline or airlines is or are proposing such rate, that rate is unfair or uneconomic. If one of the contracting parties on receipt of the notification referred to in paragraph (C) above is dissatisfied with the rate proposed by the airline or airlines of the other contracting party, it shall so notify the other contracting party prior to the expiry of the first fifteen of the thirty (30) days referred to, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will exercise its best efforts to put such rate into effect as regards its airline or airlines.

If agreement has not been reached at the end of the thirty (30) day period referred to in paragraph (C) above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (H) below.

(G) Prior to the time when such power may be conferred by law upon the aeronautical authorities of the United States, if one of the contracting parties is dissatisfied with any rate proposed by the airline or airlines of either contracting party for services from the territory of one contracting party to a point or points in the territory of the other contracting party, it shall so notify the other prior to the expiry of the first fifteen (15) of the thirty (30) day period referred to in paragraph (C) above, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will use its best effort to cause such agreed rate to be put into effect by its airline or airlines.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty (30) days, the contracting party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(H) When in any case under paragraphs (F) and (G) above the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the airline or airlines of the other contracting party, upon the request of either, both contracting parties shall submit the question to the International Civil Aviation Organization for an advisory report, and each party will use its best efforts under the powers available to it to put into effect the opinion expressed in such report.

ROUTE SCHEDULES

1. An airline or airlines designated by the Government of the United States shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make scheduled landings in Cuba at the points specified in this paragraph:
    1. From Miami, Florida to Camaguey, Cuba, and beyond.
    2. From Miami, Florida to Habana, Cuba, and beyond.
    3. From New York and/or Washington, D. C. to Habana, Cuba, and beyond.
    4. From Tampa, Florida/St. Petersburg, Florida, to Habana, Cuba, and beyond.
    5. From Houston, Texas and/or New Orleans, Louisiana, to Habana, Cuba, and beyond.
2. An airline or airlines designated by the Government of the Republic of Cuba shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make scheduled landings in the United States at the points specified in this paragraph:
    1. From Habana, Cuba, to Miami, Florida.
    2. From Varadero, Cuba, to Miami, Florida.
    3. From Habana, Cuba, to New York.
    4. From Habana, Cuba, to Key West, Florida.
    5. From Habana, Cuba, to West Palm Beach, Florida.
    6. From Habana, Cuba, to St. Petersburg, Florida.
3. Points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

BEAULAC

P. CARRERA JUSTIZ

CAMPA

ACUERDO SOBRE TRANSPORTE AEREO ENTRE EL GOBIERNO DE LA REPUBLICA DE CUBA Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

El Gobierno de la República de Cuba y el Gobierno de los Estados Unidos de América, deseosos de celebrar un Acuerdo con el propósito de fomentar las comunicaciones aéreas directas entre sus respectivos territorios, han nombrado sus representantes autorizados a tal efecto, quienes han convenido en lo siguiente:

ARTICULO 1

Para los fines de este Acuerdo, y de su Anexo, a menos que se estipule de otro modo:

(A) La expresión "autoridades aeronáuticas" significará, en el caso de los Estados Unidos de América, la "Civil Aeronautics Board" y cualquiera persona o dependencia autorizada para desempeñar las funciones que actualmente desempeña la "Civil Aeronautics Board", y, en el caso de la República de Cuba, la "Junta de Aeronáutica Civil" y cualquiera persona o dependencia autorizada para desempeñar las funciones que actualmente desempeña dicho organismo.

(B) La expresión "líneas aéreas designadas" significará aquellas líneas aéreas respecto de las cuales las autoridades aeronáuticas de una de las Partes Contratantes hayan comunicado, por escrito, a las autoridades aeronáuticas de la otra Parte Contratante, que son las líneas aéreas por ella designadas, de conformidad con el Artículo 3 del presente Acuerdo, para las rutas especificadas en tal designación.

(C) La expresión "territorio" tendrá el significado que se le dá en el Artículo 2 de la Convención de Aviación Civil Internacional, suscrita en Chicago el 7 de diciembre de 1944.

(D) Las definiciones contenidas en los párrafos A, B, y D del Artículo 96 de la Convención de Aviación Civil Internacional, suscrita en Chicago el 7 de diciembre de 1944, serán aplicables al presente Acuerdo.

ARTICULO 2

Cada Parte Contratante concede a la otra Parte Contratante los derechos especificados en el anexo adjunto, necesarios para establecer las rutas aéreas internacionales civiles y los servicios descritos

en dicho Anexo, ya sea que tales servicios sean inaugurados inmediatamente o en fecha posterior, a opción de la Parte Contratante a la que se otorgan dichos derechos.

ARTICULO 3

Cada uno de los servicios aéreos así descritos podrán ser puestos en operación tan pronto como la Parte Contratante, a la cual se ha concedido por el Artículo 2 el derecho de designar una línea o líneas aéreas para la ruta respectiva, haya autorizado una línea aérea para tal ruta; y la Parte Contratante que otorga los derechos estará obligada, conforme al Artículo 7 de este Acuerdo, a conceder el permiso de operaciones pertinentes a la línea o líneas aéreas respectivas; teniendose entendido que las líneas aéreas así designadas, antes de ser autorizadas para inciar las operaciones contempladas en este Acuerdo, tendrán que llenar los requisitos que exigen las autoridades aeronáuticas competentes de la Parte Contratante que otorga los derechso, dentro de las leyes y reglamentos normalmente aplicados por dichas autoridades; y teniendose igualmente entendido que tales operaciones estarán sujetas a la aprobación de las autoridades militares competentes, en áreas de hostilidades o de ocupación militar, o en áreas afectadas por las mismas.

ARTICULO 4

Con el fin de evitar prácticas discriminatorias y asegurar la igualdad de tratamiento, ambas Partes Contratantes acuerdan que:

a) Cada una de ellas podrá imponer o permitir que se impongan tarifas justas y razonables para el uso de los aeropuertos públicos y otras facilidades bajo su jurisdicción. Cada Parte Contratante, sin embargo, conviene en que estas tarifas no serán mayores que las que pagarían por el uso de dichos aeropuertos y facilidades sus aeronaves empleadas en servicios similares internacionales.

b) El combustible, aceites, lubricantes y piezas de repuesto introducidas en el territorio de una de las Partes Contratantes por la otra Parte Contratante o sus nacionales, para el uso exclusivo de las aeronaves de las líneas aéreas de dicha Parte Contratante, estarán sujetos al mismo tratamiento que se da a dichos materiales destinados a las líneas aéreas nacionales o las líneas aéreas de la Nación más favorecida, en lo que respecta a derechos de aduana, tarifas de inspección, o cualquier gravamen o derecho nacional impuesto por la Parte Contratante cuyo territorio se introduzcan.

c) El combustible, aceites, lubricantes, piezas de repuesto, equipo corriente y el abastecimiento que se transporten a bordo de las aeronaves civiles de las líneas aéreas de una de las Partes Contratantes autorizada a operar las rutas y servicios que se describen en el Anexo,

deberán, al llegar o dejar el territorio de la otra Parte Contratante, ser exonerados de derechos de aduana, de derecho de inspección o de otros derechos similares, aún cuando tales materiales sean usados o consumidos por dichas aeronaves en vuelos sobre dicho territorio.

ARTICULO 5

Los certificados de aeronavegabilidad, los certificados de competencia y licencias, expedidos o revalidados para una de las Partes Contratantes y aún en vigencia, serán aceptados como válidos por la otra Parte Contratante con el fin de operar las rutas y servicios descritos en el Anexo, siempre que las formalidades según las cuales se expidan o revaliden sean iguales o superiores a las normas mínimas que se establezcan de conformidad con la Convención de Aviación Civil Internacional. Cada Parte Contratante se reserva el derecho, sin embargo, cuando se trate de vuelos sobre su propio territorio, de rehusar el reconocimiento de tales certificados de competencia y licencias expedidos a sus propios nacionales por las autoridades de otro Estado.

ARTICULO 6

(a) Las Leyes y reglamentos de una de las Partes Contratantes relativas a la admisión a su territorio, o salida de él, de aeronaves dedicadas a la navegación aérea internacional, o a las operaciones y navegación de dichas aeronaves de las líneas aéreas designadas por la otra Parte Contratante y serán cumplidas por dichas aeronaves a la entrada al territorio de la primera Parte Contratante, a su salida de él o mientras permanezcan en el territorio de dicha primera Parte Contratante.

(b) Las Leyes y reglamentos de una de las Partes Contratantes relativas a la admisión a su territorio, o salida de él, de pasajeros, tripulaciones o carga de aeronaves, tales como los reglamentos relacionados con la entrada, despacho, inmigración, pasaporte, aduanas y cuarentenas, serán cumplidas por los pasajeros, tripulaciones o carga de la otra Parte Contratante, o en nombre de ellos, a la entrada al territorio de la primera Parte Contratante, a su salida de él, o mientras permanezcan en el territorio de dicha primera Parte Contratante.

ARTICULO 7

No obstante las disposiciones del Artículo 10 de este Acuerdo, cada una de las Partes Contratantes se reserva el derecho de rehusar o de revocar, previo aviso con 30 días de anticipación a la otra Parte Contratante, el ejercicio de los derechos que se especifican en el Anexo a este Acuerdo a alguna línea aérea designada por la otra Parte Contratante en el caso de no estar satisfecha de que la propiedad sustancial

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y dominio efectivo de dicha línea aérea no pertenezcan a nacionales de la otra Parte Contratante, o en el caso de que tal línea aérea o el Gobierno que la designe no hayan cumplido las leyes y reglamentos a que se refiere el Artículo 6 de este Acuerdo, o de algún otro modo no haya cumplido con sus obligaciones conforme a este Acuerdo, o no haya satisfecho las condiciones conforme a las cuales se otorgan los derechos de conformidad con este Acuerdo y con su Anexo.

En el caso de que una de las Partes Contratantes toma acción de acuerdo con este Artículo, no será perjudicado el derecho de la otra Parte Contratante de promover consultas según lo establecido en el Artículo 11.

ARTICULO 8

Este Acuerdo y todos los contratos que tengan relación con él, deberán ser registrados en la Organización de Aviación Civil Internacional.

ARTICULO 9

Los derechos y privilegios existentes relacionados con los servicios de transporte aéreo que hubieran sido concedidos previamente por cualquiera de las Partes Contratantes a una línea aérea de la otra Parte Contratante continuarán en vigor de acuerdo con sus condiciones.

ARTICULO 10

Cualquiera de las Partes Contratantes puede en cualquier momento, notificar a la otra su intención de dar por terminado el presente Acuerdo. Tal notificación deberá ser enviada simultáneamente a la Organización de Aviación Civil Internacional. En caso de que se haga tal notificación, el presente Acuerdo terminará un año después de la fecha de recibo de la notificación, a menos que las Partes Contratantes convengan en retirar la notificación de referencia antes de expirar el plazo. Si la otra Parte Contratante deja de acusar recibo, se tendrá por recibida la notificación catorce días después de que la reciba la Organización de Aviación Civil Internacional.

ARTICULO 11

En el caso de que cualquiera de las Partes Contratantes deseara modificar las rutas o condiciones establecidas en el Convenio y en el Anexo, podrá promover consultas entre las autoridades competentes de ambas Partes Contratantes, debiendo iniciarse dichas consultas dentro de un plazo de sesenta días, contados a partir de la fecha de la solicitación. Cuando estas autoridades acuerden condiciones nuevas o revisadas que afecten al Anexo, sus recomendaciones serán puestas en vigencia después de que hayan sido confirmadas por un cambio de notas diplomáticas.

ARTICULO 12

De entrar en vigor una Convención multilateral aérea general suscrita por ambas Partes Contratantes, las disposiciones del presente Acuerdo deberán modificarse y conformarse a las de la citada Convención.

ARTICULO 13

Salvo que se especifique de otro modo en este Acuerdo, o su Anexo, cualquier controversia entre las Partes Contratantes relativa a la interpretación o aplicación de este Acuerdo, o de su Anexo, que no pudiera ser resuelta por medio de consultas, deberá ser sometida, para los efectos de un informe consultivo, a un tribunal de tres árbitros, uno nombrado por cada una de las Partes Contratantes y el tercero de común acuerdo entre los dos árbitros designados, siempre que dicho tercer árbitro no sea nacional de cualquiera de las Partes Contratantes. Cada una de las Partes Contratantes designará un árbitro en un plazo de dos meses de la fecha de entrega, por cualquiera de las Partes, de una nota diplomática en la que se solicite el arbitraje de la controversia; y se llegará a un acuerdo respecto al tercer árbitro en el plazo de un mes de dicho período de dos meses.

Si cualquiera de las Partes Contratantes deja de designar a su árbitro en el período de dos meses, o se no se llega a un acuerdo respecto al tercer árbitro en el plazo indicado, cualquiera de las Partes podrá solicitar al Presidente de la Organización de Aviación Civil Internacional (OACI), que haga el nombramiento o nombramientos necesarios mediante la selección del árbitro o árbitros.

Las Partes Contratantes harán todo lo posible, dentro de sus facultades, para hacer cumplir la opinión expresada en tal informe consultivo. Los gastos del tribunal de arbitraje se dividirán, por mitad, entre las Partes Contratantes.

ARTICULO 14

Los cambios que efectúe cualquiera de las Partes Contratantes en las rutas establecidas en los itinerarios anexos, con excepción de aquellos que alteren los puntos servidos por dichas líneas aéreas en el territorio de la otra Parte Contratante, no se considerarán como modificaciones al Anexo. Las autoridades aeronáuticas de cualquiera de las Partes Contratantes podrán, por lo tanto, proceder de manera unilateral a efectuar tales cambios, siempre que se dé aviso de ellos, sin pérdida de tiempo, a las autoridades aeronáuticas de la otra Parte Contratante.

Si las dichas autoridades aéronáuticas encuentran que en consideración a los principios enunciados en el Artículo VII del Anexo a este Acuerdo, los intereses de su línea o líneas aéreas se perjudican por el

transporte, a bordo de la línea o líneas aéreas de la primera Parte Contratante, de pasajeros y mercancías entre el territorio de la segunda Parte Contratante y un nuevo punto en el territorio de un tercer país, las autoridades de las dos Partes Contratantes se consultarán con el fin de llegar a un acuerdo satisfactorio.

ARTICULO 15

Este Convenio, así como las disposiciones del Anexo adjunto, entrarán en vigor en la fecha en que se transmita al Gobierno de los Estados Unidos de América el aviso de su ratificación por parte del Gobierno de la República de Cuba.

En fé de lo cual, los infrascritos, debidamente autorizados por sus respectivos Gobiernos, suscriben el presente Convenio.

Hecho en La Habana, el día veinte y seis de mayo de mil novecientos cincuenta y tres, en dos ejemplares en los idiomas español e inglés, cada uno de los cuales serán de igual autenticidad.

Por el Gobierno de la República de Cuba:

P. CARRERA JUSTIZ
Ministro de Comunicaciones y Transportes

MIGUEL ANGEL CAMPA
Ministro de Estado

Por el Gobierno de los Estados Unidos de América:

WILLARD L. BEAULAC
Embajador Extraordinario y Plenipotenciario

ANEXO

ARTICULO I

El Gobierno de la República de Cuba otorga al Gobierno de los Estados Unidos de América el derecho de mantener servicios de transporte aéreo con una o más líneas aéreas nacionales de los Estados Unidos designadas por este último país para las rutas que se especifican en la Lista número 2 adjunta, en las cuales transitarán para servir comercialmente al territorio de la República de Cuba.

ARTICULO II

El Gobierno de los Estados Unidos de América otorga al Gobierno de la República de Cuba el derecho de mantener servicios de transporte aéreo con una o más líneas aéreas nacionales de la República de Cuba designadas por este último país para las rutas que se especifican en la Lista numero 1 adjunta, en las cuales transitarán para servir comercialmente al territorio de los Estados Unidos de América.

ARTICULO III

Una o más líneas designadas por cada una de las Partes Contratantes conforme a las condiciones que dispone este Acuerdo, gozarán, en el territorio de la otra Parte Contratante, de los derechos de tránsito y de escala para fines no comerciales, asi como del derecho de entrada y salida comercial para el tránsito internacional de pasajeros, carga y correo, en los puntos que se designan en cada una de las rutas que se especifican en las listas adjuntas.

ARTICULO IV

Los servicios de transporte aéreo que conforme a este Acuerdo se ofrecen al público estaran íntimamente relacionados con las necesidades del público en lo que respecta a esta clase de transporte.

ARTICULO V

Se ofrecerá equitativa e igual oportunidad para que las líneas aéreas de las Partes Contratantes funcionen en cualquier ruta entre sus respectivos territorios (tal como se definen en el Acuerdo) comprendidos en este Acuerdo y su Anexo.

ARTICULO VI

Para el funcionamiento de las líneas aéreas de una u otra de las Partes Contratantes en los servicios troncales que se describen en este Anexo, se tendrán en cuenta el interés de la otra Parte Contra-

tante, de modo que no se afecten indebidamente los servicios que esta última mantenga en la totalidad o parte de una misma ruta.

ARTICULO VII

Ambas Partes Contratantes estan acordes en que los servicios que mantenga una línea aérea designada de conformidad con el presente Acuerdo y su Anexo, tendrán, como objeto primordial, el proveer capacidad adecuada a la demanda del tránsito entre el país de origen de tal línea aérea y el país de destino final de ese tránsito. El derecho de embarcar o desembarcar en dichos servicios internacionales tráfico destinado a terceros países o proveniente de ellos en algún punto o puntos de las rutas que se especifican en este Anexo, se ejercerá de acuerdo con los principios generales de desarrollo metódico a que ambas Partes Contratantes se adhieren y que se sujetarán al principio general de que la capacidad se tiene que relacionar:

a) con las necesidades del tránsito entre el país de origen y los países de destino;
b) con las necesidades de servicio directo de las líneas aéreas; y
c) con las necesidades del tránsito en la zona por la cual pase la línea aérea tomándose debidamente en cuenta los servicios regionales y locales.

ARTICULO VIII

Ambas Partes Contratantes consideran que se debe celebrar consultas regulares y frecuentes entre sus respectivas autoridades de aeronáutica (tal como se definen en este Acuerdo) y que de esas consultas debe resultar una estrecha colaboración en la observancia de los principios y el cumplimiento de las disposiciones que se expresan en el presente Acuerdo y su Anexo.

ARTICULO IX

A).– Las tarifas se computarán de conformidad con los párrafos siguientes, en proporción razonable, teniendo debidamente en cuenta todos los factores pertinentes, tales como el costo de funcionamiento, utilidades razonables y las tarifas adoptadas por otras líneas aéreas, así como las particulares de cada servicio.

B).– Las tarifas que adopte la línea aérea de una u otra de las Partes Contratantes entre puntos en el territorio de la República de Cuba y puntos en el territorio de los Estados Unidos de América a que se hace referencia en las Listas adjuntas, estarán de conformidad con el presente Acuerdo y su Anexo y estarán sujetas a la aprobación de las autoridades de Aeronáutica de las Partes Contratantes, las cuales procederán de conformidad con las obligaciones que les impone el presente Anexo y dentro de los límites de sus facultades legales.

C).–Toda tarifa que propongan la línea o líneas aéreas de una u otra de las Partes Contratantes se presentarán a las autoridades de aeronáutica de ambas Partes Contratantes por lo menos treinta (30) dias antes de la fecha propuesta para su vigencia. No obstante, ese período de treinta (30) dias se podrá reducir en casos especiales si en ello convienen las autoridades de aeronáutica de ambas Partes Contratantes.

D).–En vista de que la Junta de Aeronáutica Civil de los Estados Unidos ha aprobado el organismo de conferencias de tránsito de la Asociación Internacional de Transportes Aéreos (en adelante llamada AITA) para un período de tres años que comenzó en 30 de Junio de 1952, todo convenio de tarifas que se concierte por conducto de ese organismo durante este período y que afecte a las líneas aéreas de los Estados Unidos, estará sujeto a la aprobación de esa Junta. Los convenios de tarifas que se concierten por conducto de este organismo podrán estar asimismo sujetos a la aprobación de las autoridades de aeronáutica del Gobierno de Cuba de conformidad con los principios que se expresan en el párrafo (B) que antecede.

E).–Las Partes Contratantes convienen en que el procedimiento que se describe en los párrafos (F), (G) y (H) de este Artículo se seguirán:

1.–si durante el período de aprobación de la Junta de Aeronáutica Civil al organismo de conferencias de la AITA una u otra de las Partes Contratantes no aprueba, dentro de un período razonable, un convenio de tarifas determinado, o si una conferencia de la AITA no llega a convenir en alguna tarifa, o

2.–si en algún momento no se puede recurrir al organismo de la AITA, o

3.–si en cualquier momento una u otra de las Partes Contratantes retira su aprobación, o deja de renovarla, a esa parte del organismo de la AITA que atañe a este Artículo.

F).–En el caso de que la ley confiera facultades a las autoridades de aeronáutica de los Estados Unidos para fijar tarifas equitativas y económicas para el transporte de personas y carga por la vía aérea en servicios internacionales y para suspender las tarifas propuestas de manera parecida a la que la Junta de Aeronáutica Civil está actualmente facultada para proceder respecto a tales tarifas para el transporte de personas y carga por la vía aérea en los Estados Unidos, cada una de las Partes Contratantes ejercerá en adelante su autoridad de manera que prevenga la imposición y vigencia de una tarifa o tarifas propuestas por alguna de sus líneas aéreas para servicios desde el territorio de una de las Partes Contratantes a algún punto o puntos en

el territorio de la otra Parte Contratante si, a juicio de las autoridades de aeronáutica de la Parte Contratante cuya línea o líneas aéreas impone o propone dicha tarifa, ésta resulta inequitativa o poco económica. Si una de las Partes Contratantes, al recibir la notificación a que se refiere el párrafo (C) que antecede, no queda satisfecha con la tarifa propuesta por la línea o líneas de la otra Parte Contratante, lo notificará así a dicha Parte Contratante antes de que expiren los primeros quince de los treinta (30) dias indicados, y las Partes Contratantes tratarán de llegar a un acuerdo sobre la tarifa adecuada.

En el caso de que se llegue a ese acuerdo cada una de las Partes Contratantes se esforzará en poner en vigor dicha tarifa en lo que respecta a su línea o líneas aéreas.

Si al cabo del período de treinta (30) dias a que se refiere el pafrafo (C) que antecede no se ha llegado a un acuerdo, la tarifa propuesta, a menos que las autoridades de aeronáutica del país de origen del porteador interesado considere acertado suspender su vigencia, entrará en vigor temporalmente mientras se subsana toda desavenencia de conformidad con el procedimiento que se indica en el párrafo (H) siguiente.

G).–Si antes del momento en que la ley confiere esas facultades a las autoridades de aeronáuticas de los Estados Unidos una de las Partes Contratantes no está satisfecha con alguna tarifa propuesta por la línea o líneas aéreas de una u otra de las Partes Contratantes para servicios desde el territorio de una de las Partes Contratantes a algún punto o puntos en el territorio de la otra Parte Contratante, lo notificará a la otra Parte Contratante antes de que expiren los primeros quince (15) dias de los treinta (30) dias período a que se hace referencia en el párrafo (C) que antecede, y las Partes Contratantes tratarán de llegar a un acuerdo sobre la tarifa adecuada.

En el caso de que se llegue a ese acuerdo cada una de las Partes Contratantes se esforzará en lograr que esa tarifa sea puesta en vigor por su línea o líneas aéreas.

Se reconoce que si no se llega a ese acuerdo antes de que expiren los treinta (30) dias de referencia, la Parte Contratante que presente la objeción a la tarifa podrá dar los pasos que sean necesarios para impedir que se establezca o que se mantenga tal servicio con la tarifa a que se objeta.

H).–Si procediendo de acuerdo con los párrafos (F) y (G) que anteceden las autoridades de aeronáutica de ambas Partes Contratantes no llegan a un acuerdo, dentro de un período razonable, respecto a la tarifa en cuestión, después de consultas iniciadas a petición de una de las Partes Contratantes sobre la tarifa propuesta o sobre alguna tarifa ya en vigencia de la línea o líneas aéreas de la otra Parte Contra-

tante, a solicitud ya de una, ya de otra de las Partes Contratantes, ambas Partes Contratantes someterán el asunto a la consideración de la Organización de Aviación Civil Internacional para que rinda un informe consultivo, y cada una de las Partes Contratantes se esforzará, de acuerdo con las facultades de que esté investido, de llevar a efecto el dictamen expresado en dicho informe consultivo.

TABLA DE RUTAS

1.–Una línea o líneas aéreas designadas por el Gobierno de la República de Cuba tendrá el derecho de mantener servicios aereos en cada una de las rutas que se especifican, vía puntos intermedios, en ambas direcciones, y de hacer las escalas de itinerario en los puntos de los Estados Unidos que se especifican en este párrafo, como sigue:

1.–De Habana, Cuba, a Miami, Florida.

2.–De Varadero, Cuba, a Miami, Florida.

3.–De Habana, Cuba, a New York.

4.–De Habana, Cuba, a Key West, Florida.

5.–De Habana, Cuba, a West Palm Beach, Florida.

6.–De Habana, Cuba, a St. Petersburg, Florida.

2.–Una línea o líneas aéreas designadas por el Gobierno de los Estados Unidos tendrá el derecho de mantener servicios aéreos en cada una de las rutas que se especifican, vía puntos intermedios, en ambas direcciones, y de hacer las escalas de itinerario en Cuba en los puntos que se especifican en este párrafo, como sigue:

1.–De Miami, Florida, a Camaguey, Cuba, y mas alla.

2.–De Miami, Florida, a Habana, Cuba y mas alla.

3.–De New York y/o Washington, D. C. a Habana, Cuba, y mas alla.

4.–De Tampa, Florida/St. Petersburg, Florida, a Habana, Cuba, y mas alla.

5.–De Houston, Texas y/o New Orleans, Louisiana a Habana, Cuba y mas alla.

3.–A opción de las líneas aéreas designadas se podrán omitir en alguno o en todos los vuelos escalas en cualquiera de las rutas especificadas.

CONVENTION RELATING TO REORGANIZATION OF INTERNATIONAL COURTS OF TANGIER ZONE

TIAS 2893
Nov. 10, 1952.

- Dated at Tangier November 10, 1952
- Entered into force July 8, 1953

C O N V E N T I O N

relative à la réforme de la juridiction
internationale de la Zone de Tanger

Le Gouvernement de l'Etat espagnol, le Gouvernement de la République française, le Gouvernement du Royaume Uni de Grande Bretagne et d'Irlande du Nord, le Gouvernement de la République italienne, Parties contractantes à la Convention du 18 décembre 1923 telle qu'elle a été amendée par l'Accord du 25 juillet 1928, désireux de réformer la juridiction internationale de la Zone de Tanger organisée par ladite Convention et ledit Accord, ont nommé à cet effet pour leurs plénipotentiaires, savoir :

Le Gouvernement de l'Etat espagnol :

- M.Cristobal del CASTILLO y CAMPOS, Ministre plénipotentiaire, Consul Général d'Espagne à Tanger.

Le Gouvernement de la République française :

- M.François de PANAFIEU, Ministre plénipotentiaire, Consul Général de France à Tanger.

Le Gouvernement du Royaume Uni de Grande Bretagne et d'Irlande du Nord :

- M.Thomas G.A. MUNTZ, Ministre plénipotentiaire, Consul Général de Sa Majesté britannique à Tanger.

Le Gouvernement de la République italienne :

- M.Francesco MACCHI di CELLERE, Ministre plénipotentiaire, Consul Général d'Italie à Tanger.

Lesquels, après s'être communiqué leurs pleins pouvoirs respectifs, trouvés en bonne et due forme, ont arrêté et signé les articles suivants :

Article premier

Le texte de l'article 48 de la Convention du 18 Décembre 1925 telle qu'elle a été amendée par l'Accord du 25 juillet 1928 est remplacé par le texte ci-après :

Une juridiction internationale est chargée d'administrer la justice aux ressortissants des puissances étrangères, ainsi qu'aux sujets marocains dans les cas prévus par l'annexe au dahir chérifien du 16 février 1924 sur l'organisation d'une juridiction internationale à Tanger tel qu'il a été amendé par le dahir du 26 décembre 1928.

Les relations des autorités judiciaires de la zone française ou de la zone espagnole avec la juridiction internationale de Tanger continuent à être réglées par l'Accord du 29 décembre 1916 touchant les rapports entre les autorités judiciaires de ces deux zones.

Section I

Composition de la Juridiction Internationale de Tanger

Article 2

La Juridiction Internationale de Tanger comprend :

- une Cour d'Appel
- un Tribunal de Première Instance Civil et Correctionnel
- un Tribunal Criminel
- un Tribunal de Paix et de simple Police.

Auprès de cette Juridiction, un Parquet assure les fonctions attribuées par les codes et lois de la Zone de Tanger au Ministère Public.

Elle est assistée par le Service du Secrétariat-Greffe et par celui de l'Interprétariat.

Article 3

La Juridiction Internationale de Tanger se compose de douze juges affectés au Siège et de deux procureurs affectés au Parquet.

Le Siège comprend : deux juges espagnols, deux juges français, un juge belge, un juge britannique, un juge des Etats-Unis d'Amérique, un juge italien, un juge marocain, un juge néerlandais, un juge portugais et un juge suédois.

Les deux procureurs sont l'un de nationalité espagnole, l'autre de nationalité française.

Tous ces magistrats sont nommés par dahir de S.M. Chérifienne, à la demande du Comité de Contrôle, sur présentation de leur Gouvernement respectif, et, en ce qui concerne le magistrat marocain, du Mendoub de S.M. Chérifienne à Tanger.

Article 4

Ces Magistrats doivent présenter toutes les conditions requises pour bien remplir leurs fonctions, appartenir ou avoir appartenu, autant que possible, aux cadres de la Magistrature de leur pays, et connaître couramment au moins une des langues

judiciaires prévues à l'art.54 de la présente Convention.

Ils doivent, en dehors de leurs congés, résider à Tanger.

Il leur est interdit de remplir d'autres charges ou fonctions que celles qu'ils reçoivent dans la Juridiction internationale,et d'exercer une activité rétribuée incompatible avec celle qui leur incombe dans cette Juridiction.

Il leur est également interdit d'appartenir à des associations politiques, quelles qu'elles soient, et de participer à des manifestations politiques.

Tout Magistrat qui manque à ses devoirs professionnels, compromet la dignité de ses fonctions ou porte atteinte au prestige de la magistrature peut être révoqué par Dahir de S.M. Chérifienne, après avis de l'Assemblée Générale des Magistrats prévue à la Section VIII de la présente Convention, et à la demande, soit du Comité de Contrôle, décidée à l'unanimité de ses membres, soit du Gouvernement ou du Mendoub sur la présentation duquel il a été nommé.

Article 5

Tous les Magistrats sont "pares inter pares", et l'attribution de leurs fonctions dans les différents organismes de la Juridiction Internationale n'implique aucune différence hiérarchique entre eux.

Ils reçoivent un traitement égal, dont le chiffre est fixé par le Comité de Contrôle.

Ils jouissent de tous les avantages accordés aux hauts fonctionnaires de la Zone de Tanger, notamment du bénéfice de la caisse de prévoyance.

Leurs congés, qui ne peuvent dépasser deux mois et demi par an, voyage à l'étranger compris, leur sont accordés, compte tenu des nécessités de leur service, par l'Assemblée Générale des Magistrats.

Article 6

Avant d'entrer en fonctions les Magistrats prêtent devant l'Assemblée Générale des Magistrats siégeant en audience publique et solennelle, le serment suivant :

"Je jure et promets de bien et fidèlement remplir mes fonctions, de garder religieusement le secret des délibérations, et de me conduire en tout comme un digne et loyal Magistrat de la Juridiction Internationale de Tanger".

Les Magistrats auxquels le serment est interdit par leurs convictions religieuses font la déclaration suivante :

"Je promets de bien et fidèlement remplir mes fonctions, de garder scrupuleusement le secret des délibérations et de me conduire en tout comme un digne et loyal Magistrat de la Juridiction internationale de Tanger".

Section II

La Cour d' Appel

Article 7

La Cour d'Appel est composée de deux Magistrats permanents, l'un de nationalité espagnole, l'autre de nationalité française, et de deux Magistrats non permanents appartenant à deux autres nationalités.

Les deux Magistrats non permanents sont désignés parmi les Juges du siège, en fonction de leur ancienneté de service auprès de la Juridiction Internationale, et, en cas d'égale ancienneté, en fonction de leur âge, pour une période de quatre ans à l'expiration de laquelle ils prennent au Tribunal de première instance ou au Tribunal de Paix et de simple Police, les fonctions que l'Assemblée Générale des Magistrats leur assigne.

La Cour d'Appel siège avec trois Magistrats. Ses décisions sont prises à la majorité.

Sa composition aux audiences est fixée d'un commun accord entre tous ses membres, suivant les nécessités du service, de

60602 O - 56(Part 2) - 91

telle sorte que les quatre Magistrats qui en font partie siègent, dans la mesure du possible, durant des périodes sensiblement égales. En cas de désaccord, à ce sujet, l'Assemblée Générale des Magistrats prend toute décision utile.

Article 8

La présidence de la Cour d'Appel est exercée par chacun des Juges de la Cour, à tour de rôle, par roulement annuel, en fonction de leur ancienneté de service auprès de la Juridiction Internationale, et en cas d'égale ancienneté, en fonction de leur âge.

En cas d'absence ou d'empêchement, le Président en exercice est remplacé par le Magistrat de la Cour le plus ancien, et, en cas d'égale ancienneté, par le plus âgé.

Article 9

Lorsque le litige est relatif à un immeuble non immatriculé, la Cour d'Appel s'adjoint deux jurisconsultes musulmans qui ont voix consultative. Ces jurisconsultes, ainsi que deux suppléants, sont désignés pour un an par l'Assemblée Générale des Magistrats dans sa séance de la première semaine d'Octobre, et choisis sur une liste de huit noms établie par le Mendoub de S.M. Chérifienne à Tanger.

Section III

Le Tribunal de Première Instance

Article 10

Le Tribunal de Première Instance se compose de sept membres, dont un President, un Vice-Président et un Juge d'Instruction, désignés pour un an par l'Assemblée Générale des Magistrats dans sa séance de la première semaine du mois d'Octobre.

L'attribution des fonctions de Président et de Vice-Président est faite, par roulement annuel, en fonction de l'ancienneté des Magistrats du Tribunal auprès de la Juridiction Internationale et, en cas d'égale ancienneté, en fonction de leur âge.

Le Tribunal siège toujours avec trois Magistrats et ses décisions sont prises à la majorité.

Article 11

Une section du Tribunal connaît des instances en matières civile, commerciale et administrative.

Une autre section, dont ne pourra pas faire partie le Juge d'Instruction, connait des instances en matière correctionnelle.

Ces sections sont présidées, l'une par le Président, l'autre par le Vice-Président du Tribunal.

En cas d'absence ou d'empêchement, le Président ou le Vice-Président sont remplacés par le Magistrat du Tribunal le plus ancien, et, en cas d'égale ancienneté entre plusieurs Magistrats, par le plus âgé.

Article 12

Sur les affaires de la compétence de la Chambre des mises en accusation, il est statué par trois Magistrats comprenant le Président ou le Vice-Président et deux membres du Tribunal de Première Instance à l'exception du Juge d'Instruction.

Article 13

En cas de nécessité, la composition des sections du Tribunal ou de la Chambre des mises en accusation peut être complètée par le Président du Tribunal de Paix, et même, à titre tout à fait exceptionnel, par un des membres de la Cour d'Appel.

Article 14

Lorsque le litige est relatif à un immeuble non immatriculé, le Tribunal s'adjoint deux jurisconsultes musulmans qui ont voix consultative. Ces jurisconsultes, ainsi que deux suppléants, sont désignés pour un an par l'Assemblée Générale des Magistrats dans sa séance de la première semaine d'Octobre, et choisis sur une liste de huit noms établie par le Mendoub de S.M. Chérifienne à Tanger.

Section IV

Le Tribunal Criminel

Article 15

Le Tribunal Criminel est composé d'un Magistrat de la Cour d'Appel, Président, de deux Magistrats du Tribunal de Première Instance n'ayant ni pris part à l'instruction de l'affaire, ni connu de cette dernière à la Chambre des mises en accusation, et d'un Jury de six membres tirés au sort, dans les conditions fixées par les articles 200 et suivants du Code de procédure criminelle.

Lorsqu'il y a un seul accusé, ou lorsque tous les accusés ont la même nationalité, le Jury doit comprendre trois membres de la nationalité de l'accusé et trois membres ayant une nationalité différente.

Lorsqu'il y a plusieurs accusés de nationalités différentes, le Jury est composé de la façon suivante :

Si les accusés appartiennent à deux nationalités différentes, le Jury comprend deux membres de chacune de ces nationalités, et deux membres ayant une autre nationalité.

Si les accusés appartiennent à trois nationalités différentes, le Jury comprend deux membres de chacune de ces nationalités.

Si les accusés appartiennent à quatre nationalités différentes, le Jury comprend un membre de chacune de ces nationalités, et deux membres ayant une autre nationalité .

Si les accusés appartiennent à cinq nationalités différentes, le Jury comprend un membre de chacune de ces nationalités, et un membre d'une autre nationalité.

Si les accusés appartiennent à six nationalités différentes, le Jury comprend un membre de chacune de ces nationalités.

Si les accusés appartiennent à plus de six nationalités différentes, le sort déterminera les nationalités auxquelles de-

vront appartenir les Jurés et qui seront obligatoirement celles de six des accusés.

Dans le cas où il n'existe pas de liste spéciale pour la nation à laquelle appartient l'accusé, celui-ci peut désigner celle des listes nationales prévues par l'art.186 nouveau du Code de Procédure Criminelle sur laquelle il désire que soient tirés au sort les membres du Jury qui, en vertu des dispositions précédentes, devraient avoir la même nationalité que lui. Vingt jours au moins avant l'ouverture de la session, le Président lui adresse notification d'avoir à lui faire connaître son choix dans le délai de 48 heures après cette notification. Faute par l'accusé d'user de ce droit dans ce délai, le Jury est composé de six membres de nationalités différentes tirés au sort sur la liste générale des Jurés dans les conditions fixées aux art.200 et suivants du Code de Procédure Criminelle.

Article 16

Les Magistrats et les Jurés délibèrent ensemble sur la culpabilité de l'accusé. Leur décision à ce sujet est prise à la majorité des voix.

L'application de la peine est faite par les Magistrats seuls, leur décision étant prise à la majorité.

Article 17

Les jugements rendus par le Tribunal criminel sont susceptibles de recours devant la Cour d'Appel, mais seulement pour incompétence, excès de pouvoirs, omission des formes légales substantielles, violation des droits de la défense, défaut de motifs, fausse application, fausse interprétation ou violation de la loi.

Ce recours doit, à peine d'irrecevabilité, être formé dans le délai de 15 jours francs à compter du prononcé du jugement.

Lorsque la Cour d'Appel infirme la décision qui lui a été

déférée, elle renvoie l'affaire à une audience ultérieure, aussi rapprochée que possible, pour être jugée par la même Cour qui s'adjoint un nouveau Jury comprenant exclusivement des membres n'ayant pas siégé au Tribunal Criminel.

Ce nouveau Jury est composé et tiré au sort conformément aux dispositions de l'art.15 de la présente Convention.

Section V

Le Tribunal de Paix et de Simple Police

Article 18

Le Tribunal de Paix et de Simple Police est composé d'un Juge unique désigné chaque année par l'Assemblée Générale des Magistrats et qui reçoit le titre de "Président du Tribunal de Paix et de Simple Police".

Article 19

Lorsque l'encombrement du rôle du Tribunal de Paix et de Simple Police l'exige, l'Assemblée Générale des Magistrats peut désigner pour seconder le Juge unique prévu à l'article précédent, un Magistrat du Tribunal de Première Instance, ou, en cas de nécessité absolue, soit un avocat inscrit au tableau de l'ordre de Tanger, soit un notable présentant toute garantie d'honorabilité et de capacité. Ce dernier a droit à une rémunération dont le montant sera fixé par une loi.

Section VI

Le Parquet

Article 20

Le Parquet est composé des deux Procureurs qui exercent l'action publique et sont les chefs de la Police Judiciaire.

Il représente, par délégation de S.M. Chérifienne, l'Administration de la Zone auprès de la Juridiction Internationale.

Le Ministère Public adresse tous réquisitoires utiles au Juge d'Instruction en vue de l'ouverture, de la marche et de la clôtu-

re des informations judiciaires. Il a qualité pour former opposition aux ordonnances du Juge d'Instruction.

Article 21

A tour de rôle, en commençant par le plus ancien, et, en cas d'égale ancienneté, par le plus âgé, chacun des deux Procureurs représente pendant un an, avec le titre de chef du Parquet, le Ministère Public auprès des autorités, des administrations publiques et des différents organismes de la Zone de Tanger.

Ces deux Magistrats s'entendent sur la répartition des affaires entre eux et la représentation du Parquet auprès de la Cour d'Appel, des deux sections du Tribunal de Première Instance, de la Chambre des mises en accusation et du Tribunal Criminel. En cas de difficulté à ce sujet, l'Assemblée Générale des Magistrats prend toute décision utile.

Article 22

Les deux Procureurs se remplacent mutuellement et de plein droit en cas d'absence, de maladie ou d'empêchement de l'un d'eux.

En cas d'absence, de maladie ou d'empêchement des deux Procureurs à la fois, l'Assemblée Générale des Magistrats désigne un Magistrat du siège pour remplir leurs fonctions par interim.

Article 23

Le Président de la Cour d'Appel et le Chef du Parquet doivent être de nationalités différentes. Si, par application des dispositions des articles précédents, l'éventualité d'une attribution de ces deux postes à des Magistrats de même nationalité se présentait, le choix serait fait en faveur du Président de la Cour d'Appel.

Article 24

Les fonctions du Ministère Public près le Tribunal de Paix et de Simple Police sont exercées, sous le contrôle et l'autorité du Parquet, par un Commissaire de Police, désigné par l'Administra-

teur de la Zone et agréé par le Chef du Parquet.

Article 25

L'Administrateur-adjoint chargé des services judiciaires, agissant au nom de l'Administrateur, peut demander au Chef du Parquet des renseignements et, le cas échéant, lui adresser des recommandations.

L'Administrateur de la Zone devra en informer le Comité de Contrôle.

Les Procureurs doivent tenir compte dans leurs réquisitions écrites des recommandations de l'Administrateur-Adjoint mais peuvent verbalement à l'audience présenter et soutenir leurs opinions personnelles.

Section VII

Exécution des décisions judiciaires - Révision - Mesures gracieuses

Article 26

L'execution des jugements et arrêts en matière pénale appartient au Parquet.

L'Administrateur-Adjoint de la Zone chargé des services judiciaires veille à l'exécution de ces jugements et arrêts. A cet effet il en reçoit un extrait et est tenu au courant de leur exécution par le Parquet. Il peut attirer l'attention de ce dernier sur des carences ou des manquements dans cette exécution.

Article 27

S.M. Chérifienne conserve le droit de remettre ou de commuer en peines plus légères les peines criminelles, correctionnelles ou de police prononcées par la Juridiction Internationale. Les décisions gracieuses interviennent sur l'avis du Président de la Cour d'Appel, du Magistrat du Parquet qui a connu de l'affaire, et de l'Administrateur-adjoint chargé des services judiciaires.

Le recours est présenté par le condamné par l'intermédiaire

de son avocat, à la Direction des Services judiciaires qui le transmet au Chef du service du Parquet pour que soient recueillis les avis prévus ci-dessus.

Article 28

Eu égard au caractère de la Juridiction Internationale de Tanger, les jugements définitifs, ainsi que les Commissions rogatoires, des Tribunaux des Puissances signataires de l'Acte d'Algésiras sont exécutoires de plein droit dans la Zone de Tanger à l'encontre des justiciables de cette Juridiction, à condition que ces décisions ne soient pas contraires à l'ordre public de la Zone.

Toutefois en ce qui concerne les jugements une demande d'exequatur devra être présentée à la Cour d'Appel.

L'Assemblée Générale des Magistrats détermine, dans un réglement, les conditions de vérification de l'authenticité et de la régularité des jugements et commissions rogatoires d'après les lois du pays où ils ont été rendus.

Section VIII

L'Assemblée Générale des Magistrats

Article 29

Les quatorze Magistrats composant la Juridiction Internationale se réunissent en Assemblée Générale au moins une fois tous les trois mois et plus souvent si cela est nécessaire.

Les deux Procureurs peuvent exprimer leur opinion sur toutes les questions, mais n'ont pas le droit de vote.

Cette Assemblée désigne, parmi ses membres, dans les conditions qu'elle détermine, un Délégué qui préside ses réunions, la convoque chaque fois qu'il le juge utile, et représente la Juridiction Internationale auprès des autorités, des administrations publiques et des différents organismes de la Zone.

Article 30

Chaque année, dans la première semaine du mois d'Octobre,

cette Assemblée effectue entre ses membres, à l'exception des deux Procureurs et des deux Magistrats permanents de la Cour d'Appel, l'attribution, dans les conditions fixées par la présente Convention, des fonctions de Juges non permanents à la Cour, de Président, de Vice-Président, Juge d'Instruction et Juges au Tribunal de première instance, et de Président du Tribunal de Paix et de Simple Police. Elle veille, en outre, à l'exécution des dispositions de l'art. 8 de la présente Convention, relatives à la Présidence de la Cour d'Appel.

En cas d'absence, de maladie ou d'empêchement quelconque d'un Magistrat du siège ou du Parquet, cette Assemblée se réunit sans délai, et, au besoin d'office, pour désigner un remplaçant provisoire au Magistrat empêché.

Article 31

Outre les attributions qui lui sont dévolues par les autres dispositions de la présente Convention, l'Assemblée Générale des Magistrats assume les fonctions suivantes :

- elle fixe les jours et heures des audiences du Tribunal de Paix et de Simple Police, du Tribunal de Première Instance et de la Cour d'Appel, ainsi que les heures d'ouverture et de fermeture des bureaux du Secrétariat-Greffe et de l'Interprétariat.

- elle veille à la bonne organisation intérieure de la Juridiction Internationale et à la discipline des Magistrats; détermine le costume et les insignes que doivent porter ces derniers dans l'exercice de leurs fonctions, fixe, en considération des nécessités du service, l'ordre et la durée des congés des Magistrats, et prend toute décision utile à ce sujet.

- elle organise, si les conditions de bon fonctionnement de la Juridiction le permettent, un service de vacations.

- elle effectue, dans les conditions prévues par le statut

du personnel du Secrétariat-Greffe et de l'Interprétariat, les nominations, promotions et avancement de ce personnel, et exerce, sur celui-ci, dans les mêmes conditions, l'action disciplinaire ; aux réunions de l'Assemblée Générale des Magistrats relatives à ces objets participe l'Administrateur-adjoint chargé des services judiciaires ; celui-ci peut exprimer son opinion sur toutes les questions, mais n'a pas le droit de vote.

- elle prépare, avec la même participation de l'Administrateur-adjoint chargé des services judiciaires le budget de la Juridiction Internationale.

- elle effectue, dans la limite des crédits budgétaires, l'achat des ouvrages de droit, des périodiques et des fournitures de bureaux nécessaires, ainsi que la nomination des chaouchs, concierges et hommes de peine.

Article 32

Les décisions de l'Assemblée Générale des Magistrats sont prises à la majorité. En cas de partage des voix, celle du Magistrat le plus ancien à la Juridiction Internationale, et, en cas d'ancienneté égale, celle du Magistrat le plus âgé, est prépondérante.

Section IX

Le Secrétariat-Greffe et l'Interprétariat

Article 33

Le Service du Secrétariat-Greffe de la Juridiction Internationale est dirigé, sous l'autorité de cette Juridiction, par un Secrétaire-Greffier en Chef, assisté de six Secrétaires-Greffiers, ainsi que de Secrétaires-Greffiers adjoints, commis-greffiers, commis-greffiers-adjoints et dames employées dont le nombre sera fixé par une Ordonnance du Comité de Contrôle portant statut du personnel du Secrétariat-Greffe.

Article 34

Les agents du Secrétariat-Greffe doivent appartenir à l'une ou l'autre des nationalités visées au deuxième paragraphe de l'arti-

cle 3 de la présente Convention.

Le Secrétaire-Greffier en Chef et les six Secrétaires-Greffiers sont nommés et, le cas échéant, licenciés ou révoqués , par Dahir de S.M. Chérifienne, sur la proposition de l'Assemblée Générale des Magistrats et à la demande du Comité de Contrôle. Les autres agents sont nommés par Ordonnance du Comité de Contrôle sur proposition de l'Assemblée Générale des Magistrats.

Article 35

Le Service du Secrétariat-Greffe assure le Secrétariat de la Cour d'Appel, du Tribunal de Première Instance, du Tribunal de Paix, et du Parquet.

Il comprend en outre :

- un bureau de notifications et d'exécutions judiciaires.
- un bureau des faillites, liquidations et administrations judiciaires.
- un bureau du notariat.
- la caisse judiciaire.

L'attribution entre les agents du Secrétariat-Greffe des fonctions incombant à ce service fait l'objet de décisions de l'Assemblée Générale des Magistrats.

Article 36

Le personnel du bureau des notifications et d'exécutions judiciaires est chargé de faire les sommations, mises en demeure, constats, protêts et autres actes judiciaires. Il procède en outre à l'exécution de toutes les décisions de la juridiction internationale jusqu'à et y compris la vente des meubles ou immeubles saisis.

Article 37

Le personnel du bureau des faillites, liquidations et administrations judiciaires assure les fonctions de syndic des faillites, liquidateur judiciaire, liquidateur de sociétés, séquestre des

biens litigieux, curateur à succession vacante et, d'une manière générale, toutes missions de gestion, de liquidation ou de conservation n'entrant pas dans les attributions notariales.

La Juridiction Internationale peut en outre adjoindre aux agents de ce bureau d'autres mandataires dans les cas où l'intervention de techniciens sera jugée nécessaire.

Article 38

En cas d'absence ou d'empêchement, un agent des Secrétariats, des bureaux ou de la caisse visés à l'art.35, pourra être remplacé temporairement, s'il est nécessaire, par décision de l'Assemblée Générale des Magistrats qui désignera un agent d'un autre secrétariat ou d'un autre bureau.

Article 39

Le bureau du Notariat sera chargé de recevoir tous les actes et contrats auxquels les parties doivent ou veulent faire donner le caractère d'authenticité attaché aux actes de l'autorité publique et d'en assurer la date, en conserver le dépôt, en délivrer des expéditions.

L'organisation de ce bureau et les conditions dans lesquelles seront reçus les actes notariés et délivrées des expéditions et des copies de ces actes seront fixées par une Ordonnance du Comité de Contrôle.

Le fonctionnement du bureau du Notariat est placé sous la surveillance des Magistrats du Parquet, sans préjudice des dispositions de l'art.43 ci-dessous.

Article 40

En cas de nécessité, l'Assemblée Générale des Magistrats peut, sur la proposition du Secrétaire-Greffier en Chef, et dans la limite des crédits budgétaires, recruter des agents auxiliaires et des agents temporaires.

Article 41

Un interprète judiciaire pour la langue arabe, attaché à la Juridiction Internationale, est nommé par dahir de S.M. Chérifienne sur la proposition de l'Assemblée Générale des Magistrats et à la demande du Comité de Contrôle.

Un interprète judiciaire-adjoint est nommé par Ordonnance du Comité de Contrôle sur la proposition de l'Assemblée Générale des Magistrats.

Article 42

Le statut prévu à l'art.33 ci-dessus déterminera les conditions de recrutement et d'avancement ainsi que le mode d'établissement des traitements et les règles de discipline des agents du Secrétariat-Greffe et de l'Interprétariat.

Article 43

L'Administrateur-adjoint chargé des services judiciaires peut, lorsqu'il le juge nécessaire, demander à l'Assemblée Générale des Magistrats, tous renseignements utiles concernant le fonctionnement du Secrétariat-Greffe et de l'Interprétariat, et, le cas échéant, faire à ce sujet toutes recommandations à cette Assemblée.

Section X

Les Avocats

Article 44

Les avocats de la Zone de Tanger ont le droit de consultation et de plaidoirie. Ils représentent leurs clients devant la Juridiction Internationale et présentent, en leur nom, tous mémoires, requêtes et conclusions utiles sans qu'une procuration spéciale ne leur soit nécessaire.

Ils ne peuvent toutefois, sans procuration spéciale, dénier l'écriture, compromettre ou transiger, accepter des offres, aveux

ou consentements, déférer ni référer le serment et, d'une manière générale, faire tous actes comportant l'abandon ou la reconnaissance d'un droit.

Article 45

Le droit d'exercer la profession d'avocat dans la Zone de Tanger ne s'acquiert que par l'inscription au tableau des avocats près la Juridiction Internationale.

Toutefois les avocats régulièrement inscrits et jouissant d'un droit d'audience près un Tribunal ou une Cour de l'une des Puissances signataires de l'Acte d'Algésiras sont admis à plaider devant la Juridiction Internationale après avoir obtenu l'autorisation du Président du Tribunal ou de la Cour ayant à connaître de l'affaire au sujet de laquelle ils désirent être entendus. Mais ces avocats ne pourront accomplir devant cette Juridiction les actes de la procédure écrite comme mandataires de leurs clients.

Article 46

Le tableau des avocats est établi et arrêté chaque année par les soins du Bâtonnier et du Conseil de l'Ordre.

Article 47

Nul ne peut être inscrit au Tableau des avocats près la Juridiction Internationale s'il :

- n'est ressortissant de l'une des Puissances signataires de l'Acte d'Algésiras.

- ne remplit toutes les conditions de capacité et autres exigées par la Législation de l'Etat dont il est ressortissant pour être admis à l'un des barreaux de cet Etat.

- n'a, dans la Zone de Tanger, un domicile et une résidence effectifs.

- ne justifie avoir, pendant trois ans au moins, exercé la profession d'avocat près un Tribunal ou une Cour de l'Etat dont

il est ressortissant, ou effectué un stage, soit dans les conditions prescrites par la législation de cet Etat pour être inscrit à un barreau, soit dans les conditions prescrites par le règlement du barreau de Tanger, auprès d'un avocat inscrit à ce barreau ; est assimilé au stage l'exercice effectif de fonctions judiciaires, en tant que Magistrat, ou de fonctions d'enseignement dans une Faculté ou une Ecole de Droit, en tant que professeur ou chargé de cours.

Article 48

Tous les avocats près la Juridiction Internationale forment un seul Barreau. Celui-ci est administré par le Conseil de l'Ordre, composé de neuf membres élus pour deux ans par l'ensemble des avocats, et représentatif, autant que possible, des différentes nationalités de ces derniers. Le Conseil élit, dans son sein, le Bâtonnier de l'Ordre.

Article 49

Le règlement du Barreau est établi par le Conseil de l'Ordre et approuvé par l'Assemblée Générale des Magistrats.

Article 50

Le Conseil de l'Ordre exerce l'action disciplinaire sur les stagiaires et les avocats inscrits au Tableau.

Article 51

Toute décision du Conseil de l'Ordre relative à une demande d'admission au stage ou d'inscription au tableau, à une plainte contre un stagiaire ou un avocat inscrit, ou à une question disciplinaire est susceptible de recours devant la Cour d'Appel composée des trois Magistrats siégeant à ladite Cour et, en outre, du Président et du Vice-Président du Tribunal de Première Instance.

Ce recours est ouvert soit à l'intéressé soit au Parquet et doit être exercé dans le délai de quinze jours à compter de la notification, par le Bâtonnier de l'Ordre, de la décision contestée.

Toute décision du Conseil de l'Ordre relative à un des objets visés au paragraphe premier du présent article doit être notifiée au Parquet par le Bâtonnier de l'Ordre.

Toute plainte contre un stagiaire ou un avocat inscrit doit obligatoirement être communiquée au Parquet qui a le droit d'impartir au Conseil de l'Ordre un certain délai pour statuer à son sujet et lui notifier la décision à intervenir. L'absence de notification d'une décision, dans ce délai, par le Bâtonnier équivaut, de la part du Conseil de l'Ordre, à une décision implicite de rejet contre laquelle le Parquet peut exercer le recours prévu au deuxième paragraphe du présent article.

Section XI

Dispositions Générales

Article 52

La Justice est rendue par la Juridiction Internationale de Tanger au nom de S.M.Chérifienne.

Article 53

La Juridiction Internationale de Tanger applique les codes, dahirs et lois spécialement promulgués pour la Zone, ainsi que les conventions internationales relatives à cette Zone.

En cas de contradiction entre les dispositions de ces codes, dahirs et lois, d'une part, et celles de la présente Convention, d'autre part, ces dernières prévaudront.

Article 54

Les langues judiciaires sont le français et l'espagnol, les jugements et actes du greffe étant rédigés ou établis en l'une ou l'autre de ces langues, au choix des Magistrats, s'il s'agit de jugements, et du Secrétaire-Greffier en Chef, s'il s'agit d'actes du Greffe, chaque partie pouvant aussi se servir du français ou de l'espagnol dans la rédaction de ses requêtes et pièces de procédure.

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Les notifications et sommations faites en français ou en espagnol sont valables encore que la partie à laquelle elles sont signifiées prétende ignorer la langue dans laquelle elles sont rédigées. Mais cette partie est en droit de demander au Secrétariat-Greffe que lesdites notifications et sommations soient traduites par un expert et à ses frais.

Les plaidoiries sont prononcées en espagnol ou en français, sauf le cas où le Président autoriserait l'emploi d'une autre langue.

Dispositions Finales

Article 55

La présente Convention sera communiquée pour adhésion par les soins du Gouvernement de la République Française aux Gouvernements des puissances ayant adhéré à la Convention du 18 décembre 1923 relative à l'organisation du Statut de la Zone de Tanger, ainsi qu'au Gouvernement des Etats-Unis d'Amérique, représenté au Comité de Contrôle.

Les Gouvernements des Puissances signataires de la présente Convention, ainsi que ceux qui y adhéreront, s'engagent à recommander à l'adoption de S.M.Chérifienne le texte d'un dahir conforme aux dispositions des articles 2 à 54 ci-dessus, dahir qui remplacera le dahir du 16 février 1924 tel qu'il a été amendé par le dahir du 26 novembre 1928.

Article 56

La présente Convention entrera en vigueur dès que tous les Gouvernements des Puissances visées à l'article 55 ci-dessus y auront donné leur adhésion. Elle est conclue pour une durée de cinq années à partir de sa mise en vigueur dont la date sera notifiée à tous les Gouvernements signataires et adhérents par les soins du Gouvernement de la République Française.

Elle sera renouvelée de plein droit par tacite reconduction, pour une ou plusieurs périodes égales si, au moins six

mois avant son expiration, aucun des Gouvernements des Puissances contractantes n'a demandé qu'elle soit révisée. En ce cas, elle continuera à s'appliquer jusqu'à la conclusion de la nouvelle Convention.

En foi de quoi les plénipotentiaires ci-dessus désignés ont signé la présente Convention et y ont apposé leurs sceaux./.

Fait à Tanger, le dix novembre 1952
en quatre exemplaires.

C. del CASTILLO

F. de PANAFIEU

Godric MUNTZ

F. MACCHI di CELLERE

POUR COPIE CERTIFIÉE CONFORME : [1]

Le Ministre Plénipotentiaire
Chef du Service du Protocole.

[1] In translation reads: "True Certified Copy."

Translation

CONVENTION

Relating to the Reorganization of the International Courts of the Tangier Zone

The Government of the Spanish State, the Government of the French Republic, the Government of the United Kingdom of Great Britain and Northern Ireland, the Government of the Italian Republic, parties to the Convention of December 18, 1923, [1] as amended by the Agreement of July 25, 1928,[2] being desirous of reorganizing the International Courts of the Tangier Zone set up by the said convention and agreement, have for this purpose appointed their plenipotentiaries, to wit:

The Government of the Spanish State:
Mr. Cristóbal del CASTILLO y CAMPOS, Minister Plenipotentiary, Consul General of Spain at Tangier;
The Government of the French Republic:
Mr. François de PANAFIEU, Minister Plenipotentiary, Consul General of France at Tangier;
The Government of the United Kingdom of Great Britain and Northern Ireland:
Mr. Thomas G. A. MUNTZ, Minister Plenipotentiary, Consul General of Her Britannic Majesty at Tangier;
The Government of the Italian Republic:
Mr. Francesco MACCHI di CELLERE, Minister Plenipotentiary, Consul General of Italy at Tangier,

Who, after communicating to each other their respective full powers, found to be in good and due form, have drawn up and signed the following articles:

Article 1

The text of article 48 of the Convention of December 18, 1923, as amended by the Agreement of July 25, 1928, is replaced by the following text:

International Courts shall be charged with administering justice to the nationals of foreign Powers, as well as to Moroccan subjects in the cases specified in the Annex to the Sherifian dahir of February 16, 1924, concerning the organization of international courts in Tangier, as amended by the dahir of December 26, 1928.

The relations of the judicial authorities of the French Zone or the Spanish Zone with the International Courts of Tangier shall continue

[1] League of Nations Treaty Series 28:542.
[2] *Ibid.* 87:211.

to be governed by the Agreement of December 29, 1916,[1] concerning the relations between the judicial authorities of those two zones.

Section I

Composition of the International Courts of Tangier

Article 2

The International Courts of Tangier shall include:

A Court of Appeals
A Court of First Instance for Civil Actions and Misdemeanors [Tribunal de Première Instance Civil et Correctionnel]
A Criminal Court
A Police Court [Tribunal de Paix et de Simple Police]

In these courts, a Public Prosecutor's Department shall discharge the functions assigned to the Public Prosecutor [Ministère Public] by the codes and laws of the Tangier Zone.

They shall be assisted by the Clerk's Office and the Interpreting Service.

Article 3

The International Courts of Tangier shall be composed of twelve judges assigned to the Bench and two prosecuting attorneys assigned to the Public Prosecutor's Department.

The Bench shall comprise: two Spanish judges, two French judges, a Belgian judge, a British judge, an American judge, an Italian judge, a Moroccan judge, a Netherland judge, a Portuguese judge, and a Swedish judge.

One of the two prosecuting attorneys shall be of Spanish nationality and the other of French nationality.

All these magistrates shall be appointed by dahir of His Sherifian Majesty, at the request of the Committee of Control, on the recommendation of their respective Governments and, in the case of the Moroccan magistrate, on that of the Mendoub of His Sherifian Majesty in Tangier.

Article 4

These magistrates must possess all the qualifications required for the satisfactory performance of their duties; be or have been, if possible, judges or public prosecutors in their own countries; and be familiar with at least one of the judicial languages provided for in article 54 of the present Convention.

They must reside in Tangier except during leaves of absence.

[1] Dated Dec. 26, 1916. *British and Foreign State Papers*, vol. 110, p. 882.

They are forbidden to hold offices or exercise functions other than those assigned to them in the International Courts, or to carry on any paid activities incompatible with those devolving upon them in these courts.

They are likewise forbidden to belong to political associations of any kind, or to participate in political demonstrations.

Any magistrate who fails in the performance of his professional duties, compromises the dignity of his functions, or impairs the prestige of the magistracy may be recalled by dahir of His Sherifian Majesty on the recommendation of the General Assembly of Magistrates as provided for in section VIII of the present Convention, and at the request either of the Committee of Control, as decided by a unanimous vote of its members, or of the Government or the Mendoub on whose proposal he was appointed.

Article 5

All magistrates shall be *pares inter pares*, and the assignment of their functions in the various bodies of the International Courts shall not imply any difference in rank among them.

They shall receive equal salaries, the amount of which shall be fixed by the Committee of Control.

They shall enjoy all the advantages accorded to high officials of the Tangier Zone, including the benefits of the welfare fund.

Their leaves of absence, which shall not exceed two and one-half months per year, including travel to a foreign country, shall be granted them by the General Assembly of Magistrates with due regard to the needs of their service.

Article 6

Before entering upon their duties, magistrates shall take the following oath before the General Assembly of Magistrates in a formal public sitting:

"I promise and swear to perform my duties well and faithfully, religiously to keep deliberations secret, and to conduct myself in every way as a worthy and loyal magistrate of the International Courts of Tangier".

Magistrates whose religious convictions prevent them from taking the oath shall make the following affirmation:

"I promise to perform my duties well and faithfully, scrupulously to keep deliberations secret, and to conduct myself in every way as a worthy and loyal magistrate of the International Courts of Tangier".

Section II

The Court of Appeals

Article 7

The Court of Appeals shall be composed of two permanent magistrates, one of Spanish nationality, the other of French nationality, and of two nonpermanent magistrates of two other nationalities.

The two nonpermanent magistrates shall be appointed from among the Court judges, according to their seniority of service with the International Courts and in cases of equal seniority, according to their age, for a period of four years, at the expiration of which they shall assume such functions in the Court of First Instance or the Police Court as the General Assembly of Magistrates may assign to them.

The Court of Appeals shall sit with three magistrates. Its decisions shall be taken by a majority vote.

Its composition at hearings shall be determined by mutual agreement of all its members, according to the needs of the service, in such a way that the four magistrates composing it shall, in so far as possible, sit for fairly equal periods. In case of disagreement in this matter, the General Assembly of Magistrates shall take any necessary decision.

Article 8

The presidency of the Court of Appeals shall be occupied by each of the judges of the Court in turn, in annual rotation, according to their seniority of service with the International Courts, and in case of equal seniority, according to their age.

If the incumbent President is absent or otherwise prevented from attending, he shall be replaced by the magistrate of the Court with the greatest seniority, and in cases of equal seniority, by the oldest.

Article 9

In litigation concerning nonregistered real property, the Court of Appeals shall add to its number two Moslem jurists to serve as advisers. These jurists, as well as two alternates, shall be appointed for one year by the General Assembly of Magistrates at its meeting held the first week of October, from a list of eight names prepared by the Mendoub of His Sherifian Majesty in Tangier.

Section III

The Court of First Instance

Article 10

The Court of First Instance shall be composed of seven members, including a President, a Vice President, and an Examining Magistrate,

appointed for one year by the General Assembly of Magistrates at its meeting held the first week of October.

The functions of President and of Vice President shall be assigned, in annual rotation, according to the seniority of the magistrates' service with the International Courts, and in cases of equal seniority, according to their age.

The Court shall always sit with three magistrates, and its decisions shall be taken by a majority vote.

Article 11

One section of the Court shall hear actions in civil, commercial, and administrative matters.

Another section, of which the Examining Magistrate may not be a member, shall hear actions concerning misdemeanors.

These sections shall be presided over, the first by the President and the second by the Vice President of the Court.

If the President or the Vice President is absent or otherwise prevented from discharging his duties, he shall be replaced by the magistrate of the Court with the greatest seniority, and in case of equal seniority among several magistrates, by the oldest.

Article 12

Decisions on matters within the competence of the Chamber for the Institution of Prosecutions shall be made by three magistrates including the President or the Vice President and two members of the Court of First Instance, with the exception of the Examining Magistrate.

Article 13

Where necessary, the composition of the sections of the Court or the Chamber for the Institution of Prosecutions may be completed by the President of the Police Court and even, in very exceptional cases, by one of the members of the Court of Appeals.

Article 14

In litigation concerning nonregistered real property, the Court shall add to its number two Moslem jurists to serve as advisers. Such jurists, as well as two alternates, shall be appointed for one year by the General Assembly of Magistrates at its meeting held the first week of October, from a list of eight names drawn up by the Mendoub of His Sherifian Majesty in Tangier.

Section IV

The Criminal Court

Article 15

The Criminal Court shall be composed of a magistrate of the Court of Appeals, a President, two magistrates of the Court of First Instance who have not taken part in the preliminary investigation of a case or heard it in the Chamber for the Institution of Prosecutions, and a jury of six members chosen by lot under the conditions laid down in article 200 *et seq.* of the Code of Criminal Procedure.

Where there is only one defendant, or where all the defendants are of the same nationality, the jury must include three members of the nationality of the defendant and three members of a different nationality.

Where there are several defendants of different nationalities, the jury shall be composed as follows:

If the defendants are of two different nationalities, the jury shall include two members of each of those nationalities, and two members of another nationality.

If the defendants are of three different nationalities, the jury shall include two members of each of those nationalities.

If the defendants are of four different nationalities, the jury shall include one member of each of those nationalities, and two members of another nationality.

If the defendants are of five different nationalities, the jury shall include one member of each of those nationalities, and one member of another nationality.

If the defendants are of six different nationalities, the jury shall include one member from each of those nationalities.

If the defendants are of more than six different nationalities, the nationalities of the jurors, which must be those of six of the defendants, shall be determined by lot.

Where there is no special list for the nation to which the defendant belongs, he may indicate from which of the national lists provided for in article 186 (new) of the Code of Criminal Procedure he desires to have the selection by lot made of the jurors who, pursuant to the foregoing provisions, should possess the same nationality as he. At least twenty days before the opening of the session, the President shall notify the defendant that he must make his choice known to him within 48 hours after such notification. If the defendant fails to make use of this right within the said period, the jury shall be composed of six members of different nationalities chosen by lot from the

general list of jurors under the conditions prescribed in article 200 *et seq.* of the Code of Criminal Procedure.

Article 16

The magistrates and jurors shall confer regarding the guilt of the accused. Their decision on this question shall be taken by a majority vote.

The magistrates alone shall impose the penalty, their decision being taken by a majority vote.

Article 17

Judgments pronounced by the Criminal Court may be appealed to the Court of Appeals, but only for lack of jurisdiction, action *ultra vires*, omission of substantial legal formalities, violation of the rights of the defense, lack of grounds, false application, false interpretation, or violation of the law.

Such appeal must, under penalty of inadmissibility, be formulated within the period of fifteen clear days from the pronouncing of the judgment.

When the Court of Appeals sets aside a decision that has been submitted to it, it shall remand the case for a further hearing as soon as possible, to be tried by the same Court, which shall impanel a new jury composed exclusively of members who did not sit in the Criminal Court.

The new jury shall be impaneled and selected by lot in accordance with the provisions of article 15 of the present Convention.

Section V

The Police Court

Article 18

The Police Court shall be composed of a single judge appointed each year by the General Assembly of Magistrates and given the title of "President of the Police Court".

Article 19

Whenever overloading of the docket of the Police Court so requires, the General Assembly of Magistrates may appoint a magistrate of the Court of First Instance to help the single judge provided for in the preceding article, or, in case of absolute necessity, either an attorney who is a registered member of the Bar of Tangier, or a person of standing offering every guaranty of honor and ability. The last-mentioned person shall be entitled to remuneration the amount of which will be fixed by law.

Section VI

The Public Prosecutor's Department

Article 20

The Public Prosecutor's Department shall be composed of two prosecuting attorneys who will conduct public prosecutions and head the Judicial Police.

By delegation of His Sherifian Majesty, it shall represent the Administration of the Zone at the International Courts.

The Public Prosecutor shall address all necessary charges to the Examining Magistrate with a view to the opening, conduct, and closing of judicial inquiries. He is empowered to file objections to the rulings of the Examining Magistrate.

Article 21

In turn, beginning with the senior in point of service and, in case of equal seniority, with the older in point of years, each of the two prosecuting attorneys shall, for one year and with the title of Chief of the Public Prosecutor's Department, represent the Public Prosecutor before the authorities, the public administrations, and the various agencies of the Tangier Zone.

These two magistrates shall agree on the apportionment of cases between them and on the representation of the Public Prosecutor's Department at the Court of Appeals, the two sections of the Court of First Instance, the Chamber for the Institution of Prosecutions, and the Criminal Court. In case of difficulty in this matter, the General Assembly of Magistrates shall take any necessary decision.

Article 22

The two prosecuting attorneys shall automatically replace each other if one of them is absent, ill, or otherwise prevented from attending.

If both prosecuting attorneys are absent, ill, or otherwise prevented from attending, the General Assembly of Magistrates shall appoint a magistrate of the Court to discharge their functions temporarily.

Article 23

The President of the Court of Appeals and the Chief of the Public Prosecutor's Department must be of different nationalities. If through application of the provisions of the foregoing articles the possibility of assigning these two posts to magistrates of the same nationality should arise, the choice would be made in favor of the President of the Court of Appeals.

Article 24

The functions of Public Prosecutor at the Police Court shall be performed, under the supervision and authority of the Public Prosecutor's Department, by a Police Commissioner appointed by the Administrator of the Zone and approved by the Chief of the Public Prosecutor's Department.

Article 25

The Assistant Administrator for Judicial Services may, acting in the name of the Administrator, request the Chief of the Public Prosecutor's Department for information and, should the occasion arise, address recommendations to him.

The Administrator of the Zone must inform the Committee of Control thereof.

In their written charges the prosecuting attorneys must take the recommendations of the Assistant Administrator into account, but they may verbally present and support their personal opinions at the hearing.

Section VII

Execution of Judicial Decisions. Review. Clemency Measures

Article 26

The execution of judgments and decrees in criminal cases shall rest with the Public Prosecutor's Department.

The Assistant Administrator of the Zone for Judicial Services shall see to the execution of such judgments and decrees. To that end, he shall receive an abstract thereof and be kept informed of their execution by the Public Prosecutor's Department. He may call any defaulting or omission therein to the attention of that Department.

Article 27

His Sherifian Majesty shall retain the right to remit or commute the sentences for crimes, misdemeanors, and minor offenses pronounced by the International Courts. Such decisions shall be made on the recommendation of the President of the Court of Appeals, the magistrate of the Public Prosecutor's Department who heard the case, and the Assistant Administrator for Judicial Services.

The appeal of a condemned person shall be submitted through his attorney to the Office of Judicial Services, which shall transmit it to the Chief of the Public Prosecutor's Department for the opinions referred to above.

Article 28

In view of the character of the International Courts of Tangier, final judgments, as well as rogatory commissions, of the courts of the

Powers which signed the Act of Algeciras [1] shall automatically be enforceable in the Tangier Zone against persons subject to those courts, provided such decisions are not contrary to public policy in the Zone.

As regards judgments, however, a request for an exequatur must be submitted to the Court of Appeals.

The General Assembly of Magistrates shall specify, in regulations, the conditions for verifying the authenticity and regularity of judgments and rogatory commissions under the laws of the country where they were rendered.

Section VIII

The General Assembly of Magistrates

Article 29

The fourteen magistrates composing the International Courts shall meet in a General Assembly at least once every three months and more often if necessary.

The two prosecuting attorneys may express their opinions on all questions, but shall not have the right to vote.

The Assembly shall, under such conditions as it may determine, appoint a delegate from among its members to preside at its meetings, convene the Assembly whenever he deems it advisable, and represent the International Courts before the authorities, the public administrations, and the various agencies of the Zone.

Article 30

Each year, the first week of October, the Assembly shall assign among its members, except the two prosecuting attorneys and the two permanent magistrates of the Court of Appeals, under the conditions laid down in the present Convention, the functions of non-permanent Court Judges, of President, Vice President, Examining Magistrate, and Judges in the Court of First Instance, and of President of the Police Court. It shall also see to the execution of the provisions of article 8 of the present Convention, regarding the presidency of the Court of Appeals.

If a magistrate of the Courts or of the Public Prosecutor's Department is absent, ill, or otherwise prevented from serving, the Assembly shall meet at once and, if necessary, on its own motion, to appoint a temporary substitute for the magistrate unable to attend.

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[1] Treaty Series 456; 34 Stat. 2905.

Article 31

In addition to the duties and responsibilities assigned to it by the other provisions of the present Convention, the General Assembly of Magistrates shall assume the following functions:

It shall fix the date and hour of hearings by the Police Court, the Court of First Instance, and the Court of Appeals, as well as the opening and closing hours of the offices of the Chief Clerk and the Interpreting Service;

It shall take care of the satisfactory internal organization of the International Courts and the professional etiquette of the magistrates; determine the robes and insignia to be worn by the magistrates in the performance of their functions; decide, according to the needs of the service, the order and length of their leaves of absence, and take any necessary decision in regard thereto;

It shall, if conditions for the smooth functioning of the Courts permit, organize a vacation service.

Under the conditions set forth in the Personnel Regulations for the Clerk's Office and the Interpreting Service, it shall appoint, promote, and advance this personnel and shall, under the same conditions, take disciplinary action against them; the Assistant Administrator for Judicial Services shall participate in meetings of the General Assembly of Magistrates concerning these matters; he may express his opinion on all questions, but shall not be entitled to vote.

It shall, with the same participation of the Assistant Administrator for Judicial Services, prepare the budget of the International Courts.

Within the limits of the budgetary allocations, it shall purchase the necessary law books, periodicals, and office furnishings, as well as appoint *chaoushs*, caretakers, and laborers.

Article 32

The decisions of the General Assembly of Magistrates shall be taken by a majority vote. In case of a tie, the senior magistrate in the International Courts and, in cases of equal seniority, the oldest magistrate, shall cast the deciding vote.

Section IX

The Clerk's Office and the Interpreting Service

Article 33

The Clerk's Office of the International Courts shall be directed, under the authority of these courts, by a Chief Clerk assisted by six clerk-secretaries and by assistant clerk-secretaries, junior clerks, assistant junior clerks, and female office workers the number of whom

shall be fixed in an order of the Committee of Control containing the personnel regulations of the Clerk's Office.

Article 34

The members of the Clerk's Office must possess one of the nationalities mentioned in the second paragraph of article 3 of the present Convention.

The Chief Clerk and the six clerk-secretaries shall be appointed and, when necessary, discharged or dismissed, by dahir of His Sherifian Majesty, on the proposal of the General Assembly of Magistrates and at the request of the Committee of Control. The other staff members shall be appointed by an order of the Committee of Control on the proposal of the General Assembly of Magistrates.

Article 35

The Clerk's Office shall provide the secretarial staffs of the Court of Appeals, the Court of First Instance, the Police Court, and the Public Prosecutor's Department.

It shall also comprise:

An office of judicial notices and executions;
An office of bankruptcy, liquidation, and receivership;
A notarial office;
The judicial accounting office.

The assignment among the members of the Clerk's Office of the functions devolving upon that office shall be the subject of decisions by the General Assembly of Magistrates.

Article 36

The staff of the office of judicial notices and executions shall be responsible for serving summonses, formal notices, constats, protests, and other judicial acts. It shall also execute all decisions of the International Courts up to and including the sale of seized personal and real property.

Article 37

The personnel of the office of bankruptcy, liquidation, and receivership shall perform the functions of official assignee in bankruptcies, judicial liquidator, liquidator of companies, receiver of contested property, trustee of unclaimed inheritance and, in general, all business of management, liquidation, or conservation not falling within the duties of a notary.

The International Courts may also increase the staff of this office in cases where the assistance of technical experts is considered necessary.

Article 38

Should a member of the secretarial staffs, the offices, or the accounting office specified in article 35 be absent or otherwise prevented from discharging his duties, he may be temporarily replaced, if necessary, by decision of the General Assembly of Magistrates, which shall appoint a member of another secretariat or office.

Article 39

The notarial office shall be responsible for receiving all documents and contracts to which the parties must give or desire to give the character of authenticity attached to official documents of the public authority, and to record the date of such instruments, keep them on deposit, and issue certified copies thereof.

The organization of this office and the conditions under which notarized documents will be received and certified and other copies thereof issued, shall be prescribed in an order of the Committee of Control.

The functioning of the notarial office shall be under the supervision of the magistrates of the Public Prosecutor's Department, without prejudice to the provisions of article 43 below.

Article 40

In case of necessity, the General Assembly of Magistrates may, on the proposal of the Chief Clerk and within the limits of the budgetary allocations, recruit auxiliary personnel and temporary personnel.

Article 41

A court interpreter for the Arabic language, attached to the International Courts, shall be appointed by dahir of His Sherifian Majesty on the proposal of the General Assembly of Magistrates and at the request of the Committee of Control.

An assistant court interpreter shall be appointed by order of the Committee of Control on the proposal of the General Assembly of Magistrates.

Article 42

The regulations mentioned in article 33 above shall specify the conditions for the recruitment and advancement, as well as the manner of determining the salaries and the rules of professional etiquette of the personnel of the Clerk's Office and the Interpreting Service.

Article 43

The Assistant Administrator for Judicial Services may, when he deems it necessary, request of the General Assembly of Magistrates

60602 O - 56(Part 2) - 93

any pertinent information concerning the functioning of the Clerk's Office and the Interpreting Service and, where appropriate, make any recommendations on this matter to the Assembly.

Section X

Attorneys

Article 44

Attorneys of the Tangier Zone shall have the right to give consultations and to plead. They shall represent their clients before the International Courts and submit, in their name, all necessary briefs, petitions, and conclusions, without the necessity of having a special power of attorney.

They may not, however, without special power of attorney, repudiate a document, make commitments or compromises, accept offers, confessions, or consents, tender or tender back an oath or, in general, perform any act involving the surrender or recognition of a right.

Article 45

The right to practice the profession of attorney in the Tangier Zone shall be acquired only by entry on the roll of lawyers practicing before the International Courts.

However, attorneys regularly enrolled and enjoying a right to be heard in a tribunal or court of one of the signatory Powers of the Act of Algeciras, shall be allowed to plead before the International Courts after obtaining the authorization of the President of the tribunal or court that is to take cognizance of the case regarding which they desire to be heard. But such attorneys may not execute acts of the written proceedings as agents of their clients.

Article 46

The roll of lawyers shall be decided upon and drawn up each year by the President of the Bar and the Council of the Bar Association.

Article 47

No one may be registered on the roll of lawyers of the International Courts unless he:

Is a national of one of the signatory Powers of the Act of Algeciras;

Meets all the competency and other requirements of the laws of the State of which he is a national for admittance to the bar of that State;

Has an actual domicile and residence in the Tangier Zone;

Proves that for at least three years he has practiced the profession of lawyer in a tribunal or court of the State of which he is a national,

or has passed a probationary period under the conditions prescribed by the laws of that State for admittance to the bar, or under the conditions prescribed by the regulations of the Bar of Tangier, with an attorney registered therein. The actual exercise of judicial functions as a magistrate or of teaching functions in a faculty or school of law as professor or lecturer, shall be regarded as a probationary period.

Article 48

All lawyers at the International Courts shall form a single bar. It shall be administered by the Bar Association Council, composed of nine members, elected for two years by the entire body of attorneys, and representative, in so far as possible, of their various nationalities. The Council shall elect the President of the Bar from its own membership.

Article 49

The regulations of the Bar shall be established by the Bar Association Council and approved by the General Assembly of Magistrates.

Article 50

The Bar Association Council shall exercise disciplinary control over the probationers and attorneys registered on the roll.

Article 51

Any decision of the Bar Association Council relating to an application for admittance to probation or registration on the roll, to a complaint against a probationer or an enrolled lawyer, or to a disciplinary matter, may be submitted to the Court of Appeals composed of three magistrates sitting in the said court and, in addition, of the President and the Vice President of the Court of First Instance.

Such remedy shall be open either to the person concerned or to the Public Prosecutor's Department and must be exercised within fifteen days after notice of the contested decision is given by the President of the Bar Association.

Notice of any decision of the Bar Association Council regarding one of the subjects mentioned in the first paragraph of the present article must be given to the Public Prosecutor's Department by the President of the Bar Association.

Any complaint against a probationer or an attorney on the roll must be communicated to the Public Prosecutor's Department, which shall have the right to allow the Bar Association Council a certain period in which to rule on the complaint and to notify it of the decision to be taken. Failure of the President of the Bar to give formal notice of a decision within such period shall be equivalent to an implicit decision of rejection by the Bar Association Council, against which

the Public Prosecutor's Department may exercise the recourse provided for in the second paragraph of the present article.

Section XI

General Provisions

Article 52

Justice shall be administered by the International Courts of Tangier in the name of His Sherifian Majesty.

Article 53

The International Courts of Tangier shall apply the codes, dahirs, and laws specially promulgated for the Zone, as well as the international conventions relating to this Zone.

In the event of contradiction between the provisions of such codes, dahirs, and laws, on the one hand, and those of the present Convention, on the other hand, the latter shall prevail.

Article 54

The judicial languages shall be French and Spanish, the judgments and records of the Clerk's Office being written or drawn up in either of these languages, at the option of the magistrates in the case of judgments and of the Chief Clerk, in the case of records of the Clerk's Office, each party being permitted also to use French or Spanish in drafting his petitions and procedural documents.

Formal notices and summonses in the French or the Spanish language shall be valid even though the party on whom they are served claims ignorance of the language in which they are drawn up. But such party may request the Clerk's Office to have them translated by an expert at the party's expense.

Pleadings shall be in Spanish or French unless the President authorizes the use of some other language.

Article 55

For purposes of accession, the present Convention shall be communicated by the Government of the French Republic to the Powers that have adhered to the Convention of December 18, 1923, concerning the establishment of the Statute of the Zone of Tangier, as well as to the Government of the United States of America, represented on the Committee of Control. [1]

The Governments of the Powers signatory to the present Convention, as well as those which adhere thereto, agree to recommend for adoption by His Sherifian Majesty the text of a dahir in accordance with the

[1] See *post*, p. 2904.

provisions of articles 2 to 54 above, the said dahir to replace the dahir of February 16, 1924, as amended by the dahir of November 26, 1928.

Article 56

The present Convention shall come into force as soon as all the Governments of the Powers mentioned in article 55 above shall have given their adherence thereto. [1] It is concluded for a period of five years from the date of its coming into force, which will be notified to all signatory and adhering Governments by the Government of the French Republic.

It shall automatically be renewed by tacit agreement for one or more such periods if, at least six months before its expiration, none of the Contracting Powers has requested that it be revised. In the latter case, it shall continue to be applied until the conclusion of the new Convention.

In witness whereof, the undersigned Plenipotentiaries have signed the present Convention and affixed their seals thereto.

Done at Tangier, November 10, 1952, in four copies.

D. DEL CASTILLO
F. DE PANAFIEU
GODRIC MUNTZ
F. MACCHI DI CELLERE

[1] July 8, 1953. *Post*, p. 2906.

The American Embassy to the French Ministry of Foreign Affairs

No. 8

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs, and has the honor to refer to the note of January 27, 1953 [1] enclosing a certified true copy of the Convention of November 10, 1952 [2] relating to the reform of the international jurisdiction of Tangier and inviting the United States to adhere to this Convention.

The Convention was signed by the plenipotentiaries of the Governments of Spain, France, United Kingdom of Great Britain and Northern Ireland, and Italy and amends the Statute of Tangier established by the Convention of December 18, 1923, modified by the Agreement of July 25, 1928, between the same parties.

The United States is not a party to the Statute of Tangier. The Convention provides, nevertheless, that it shall be communicated for adherence, not only to the powers which have adhered to the Statute of Tangier, but also to the Government of the United States which is represented on the Committee of Control of Tangier as a result of the joint invitation from the French and British Governments to participate in the provisional international regime created by the Agreement of August 31, 1945.[3]

The Embassy of the United States, pursuant to instructions of the Government of the United States of America, has the honor to inform the Ministry of Foreign Affairs that the Government of the United States of America, desirous of supporting to the fullest extent possible the implementation of the program of reforms prepared by the Committee of Control, adheres to the said Convention of November 10, 1952 subject to the following reservations:

1. The adherence of the United States to the Convention does not modify or abridge in any manner the extra territorial jurisdiction of the United States in the Tangier zone;
2. The adherence of the United States does not in any way imply adherence to the Statute of Tangier of December 18, 1923, as modified on July 25, 1928, which the Convention of November 10, 1952 amends.

[1] Not printed.

[2] *Ante*, p. 2887.

[3] Text printed in Treaties and Other International Acts Series 2752; 3 UST, pt. 4, p. 5504.

The Embassy takes this occasion to renew the assurances of its highest consideration.

PARIS, *July 8, 1953.*

THE MINISTRY OF FOREIGN AFFAIRS,
Paris.

The French Ministry of Foreign Affairs to the American Embassy

JB/JF

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

Direction Générale
des Affaires Politiques

Direction d'Afrique-Levant

Protectorats

LIBERTÉ · ÉGALITÉ · FRATERNITÉ
RÉPUBLIQUE FRANÇAISE

PARIS, *le*

Le Ministère des Affaires Etrangères présente ses compliments à l'Ambassade des Etats-Unis et a l'honneur de lui faire savoir qu'il a reçu des Gouvernements des Puissances intéressées les adhésions prévues à l'article 55 de la Convention du 10 novembre 1952 relative à la réforme de la juridiction internationale de la zone de Tanger.

Ces adhésions ont été données aux dates suivantes:

-Portugal	18 mars 1953
-Suède	27 avril 1953
-Pays-Bas	23 juin 1953
-Belgique	3 juillet 1953
-Etats-Unis	8 juillet 1953.

L'Ambassade voudra bien trouver, ci-joint, la copie de la Note par laquelle l'Ambassade des Pays-Bas a précisé la réserve à laquelle son Gouvernement a soumis son adhésion, ainsi que la réponse du Gouvernement français.

Dans ces conditions, le Ministère des Affaires Etrangères a l'honneur de faire savoir à l'Ambassade que, sauf objection de sa part, la Convention du 10 novembre 1952 sera entrée en vigueur, conformément à l'article 56, à la date du 8 juillet 1953. Il lui serait reconnaissant de bien vouloir informer le Gouvernement des Etats-Unis de cette notification faite par les soins du Gouvernement de la République Française.

Le Ministère saisit cette occasion pour renouveler à l'Ambassade les assurances de sa haute considération./.

9 juil 1953

AMBASSADE DES ETATS-UNIS
Paris

Translation

JB/JF

MINISTRY
OF
FOREIGN AFFAIRS

Political Affairs Division

Africa and Middle East Section

Protectorates

LIBERTY . EQUALITY . FRATERNITY

FRENCH REPUBLIC

PARIS

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States and has the honor to inform it that the Ministry has received from the Governments of the Powers concerned the accessions contemplated in article 55 of the Convention of November 10, 1952, Relating to the Reorganization of the International Courts of the Tangier Zone.

These accessions were given on the following dates:

Portugal	March 18, 1953
Sweden	April 27, 1953
The Netherlands	June 23, 1953
Belgium	July 3, 1953
United States	July 8, 1953

The Embassy will find enclosed a copy of the note in which the Ambassador of the Netherlands stated the reservation on which his Government conditioned its adherence, and the reply of the French Government. [1]

In view of the foregoing, the Ministry of Foreign Affairs has the honor to inform the Embassy that, unless there is some objection on its part, the Convention of November 10, 1952, will be considered as having entered into force, in accordance with article 56, on July 8, 1953. The Ministry would be grateful if the Embassy would be good enough to inform the Government of the United States of this notification by the Government of the French Republic.

The Ministry avails itself of this occasion to renew to the Embassy the assurances of its high consideration.

July 9, 1953

EMBASSY OF THE UNITED STATES,
Paris.

[1] Notes not printed. In translation the Netherlands reservation reads: "In accordance with the Constitution of the Kingdom, this adherence is given subject to denunciation in the event that the States-General should refuse to ratify the Convention."

HEALTH AND SANITATION

TIAS 2894
Jan. 30, 1952,
and Apr. 9, 1953

Cooperative Program in Peru
Additional Financial Contributions

Agreement between the
UNITED STATES OF AMERICA
and PERU

- Effected by Exchange of Notes
  Signed at Lima January 30, 1952,
  and April 9, 1953
- Entered into force April 9, 1953;
  operative retroactively May 16, 1952

The American Ambassador to the Peruvian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Lima, January 30, 1952

No. 384

EXCELLENCY:

I have the honor to refer to the agreement between our two Governments, effected by the exchange of notes signed at Lima on September 21, [1] 1950 and September 25, 1950, [2] providing for the continuation of the cooperative program of health and sanitation in Peru until June 30, 1955 and specifying the contributions to be made by our respective Governments to the Servicio Cooperativo Interamericano de Salud Pública (hereinafter called the "SCISP") for the period ending December 31, 1951.

I am authorized by my Government to propose that the United States of America contribute, through The Institute of Inter-American Affairs of the Technical Cooperation Administration, $145,000 (one hundred forty-five thousand dollars) to the SCISP for the period January 1, 1952 through December 31, 1952 on the condition that your Government will contribute S/.7,542,465.00 during the same period. It is contemplated that these contributions shall be made in monthly installments for the period January 1, 1952 through December 31, 1952. The contributions herein provided are in addition to the contributions to the SCISP which our respective Governments have agreed to make in prior agreements. The contributions herein provided shall be made by the two governments subject to the terms of the health and sanitation program agreement, concluded by the Government of Peru and The Institute of Inter-American Affairs on September 25, 1950. [3] Contributions after December 31, 1952 will be the subject of subsequent arrangements between the appropriate authorities of our two Governments.

In addition to the contributions to the SCISP provided for herein, my Government agrees during the period January 1, 1952 through June 30, 1955, subject to the availability of funds beyond December 31, 1952, to make available, through The Institute of Inter-American Affairs of the Technical Cooperation Administration, the funds neces-

[1] Should read "September 22,".

[2] Treaties and Other International Acts Series 2162; 1 UST 841.

[3] Not printed.

sary to pay the salaries and other expenses of the members of the Field Party of the Institute, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this program. These funds shall be administered by the Institute and shall not be deposited to the credit of the SCISP.

I shall appreciate receiving an expression from your Government concerning the acceptability of the foregoing proposal. The Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our two Governments which shall enter into force on the date of your reply.

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

HAROLD H. TITTMANN

His Excellency
Dr. MANUEL C. GALLAGHER,
Minister of Foreign Affairs,
Lima.

The Peruvian Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

NUMERO: (M).-6-3/40 LIMA, *9 de abril de 1953.*

SEÑOR EMBAJADOR:

Tengo el honor de hacer referencia a la Nota de Vuestra Excelencia N° 384 del 30 de Enero de 1952, con respecto al programa cooperativo de salud y saneamiento en el Perú, y a las respuestas que interinamente dió este Ministerio a dicha Nota, Nos. 6–3/23 del 16 de Febrero de 1952 y M–6–3/37 del 26 de Marzo de 1952, y de confirmar que el Gobierno del Perú ha aceptado en todas sus partes la propuesta contenida en la Nota de Vuestra Excelencia a que se hace referencia, para lo cual me es grato adjuntarle, copia del oficio N° 248, de 28 de marzo último, del Ministerio de Salud Pública y Asistencia Social.

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

RICARDO RIVERA SCHREIBER

Al Excelentísimo Señor
HAROLD H. TITTMANN
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Ciudad.–

COPIA

MINISTERIO DE SALUD PUBLICA
Y
ASISTENCIA SOCIAL

Of. N° 248

LIMA, *28 de marzo de 1953.*

SEÑOR MINISTRO DE ESTADO EN EL
DESPACHO DE RELACIONES EXTERIORES.–

Me es grato referirme a su atento oficio n° (M) 2–7/23, con el que se sirve poner en mi conocimiento que la Embajada de los Estados Unidos de América solicita la confirmación oficial de la suscripción del Convenio Cooperativo de Salud Pública entre el Ministerio a mi cargo y el Instituto de Asuntos Inter-Americanos por el período de 1° de enero al 31 de diciembre de 1953.–[1]

Cúmpleme manifestarle, en respuesta, que el Acuerdo respectivo fué firmado con fecha 16 de mayo de 1952 por el Ministro de Salud Pública anterior, doctor Edgardo Rebagliati y el Director del Servicio Cooperativo Inter-Americano de Salud Pública, doctor H. Harland Paul.

Dios guarde a Ud.

LUIS N. SAENZ.
Ministro de Salud Pública y Asistencia Social.

Translation

MINISTRY OF FOREIGN AFFAIRS

Number: (M).–6–3/40

LIMA, *April 9, 1953.*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 384 of January 30, 1952, regarding the cooperative health and sanitation program in Peru, and to this Ministry's replies thereto, namely Nos. 6–3/23 of February 16, 1952, and M–6–3/37 of March 26, 1952, [2] and to confirm that the Government of Peru has agreed to all parts of the proposal contained in Your Excellency's note in reference; accordingly, I have the pleasure of enclosing a copy of communication No. 248 of March 28, 1953, from the Ministry of Public Health and Social Welfare.

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

RICARDO RIVERA SCHREIBER

His Excellency
HAROLD H. TITTMANN,
Ambassador Extraordinary and Plenipotentiary of the United States of America,
City.

[1] Should read "31 de diciembre de 1952.–"

[2] Not printed.

COPY

MINISTRY OF PUBLIC HEALTH
AND
SOCIAL WELFARE

No. 248

LIMA, *March 28, 1953.*

TO THE MINISTER OF STATE IN CHARGE
OF FOREIGN AFFAIRS:

I have the pleasure of referring to your communication No. (M) 2–7/23 informing me that the Embassy of the United States of America requests official confirmation of the signing of the Cooperative Public Health Agreement between the Ministry in my charge and the Institute of Inter-American Affairs for the period from January 1 to December 31, 1953.[1]

In reply, I am to inform you that the agreement in reference was signed on May 16, 1952, by Dr. Edgardo Rebagliati, former Minister of Public Health, and Dr. H. Harland Paul, Director of the Inter-American Cooperative Public Health Service.

May God keep you.

LUIS N. SAENZ.
Minister of Public Health and Social Welfare.

[1] Should read "December 31, 1952."

TIAS 2895
Dec. 24, 1953.

AMAMI ISLANDS

Relinquishment by United States of America to Japan Under Article III of Treaty of Peace

Agreement, with Annex, Exchange of Notes, and Official Minutes, between the UNITED STATES OF AMERICA and JAPAN

- Signed at Tokyo December 24, 1953
- Entered into force December 25, 1953

Agreement between the United States of America and Japan concerning the Amami Islands

WHEREAS the United States of America desires, with respect to the Amami Islands, to relinquish in favor of Japan all rights and interests under Article 3 of the Treaty of Peace with Japan signed at the city of San Francisco on September 8, 1951, [1] as announced by the Secretary of State on August 8, 1953; and

WHEREAS Japan is willing to assume full responsibility and authority for the exercise of all powers of administration, legislation and jurisdiction over the territory and inhabitants of the Amami Islands;

THEREFORE, the Government of the United States of America and the Government of Japan have determined to conclude this Agreement, and have accordingly appointed their respective representatives for this purpose, who have agreed as follows:—

Article I

1. With respect to the Amami Islands, the United States of America relinquishes in favor of Japan all rights and interests under Article 3 of the Treaty of Peace with Japan signed at the city of San Francisco on September 8, 1951, effective from December 25, 1953. Japan, as of such date, assumes full responsibility and authority for the exercise of all and any powers of administration, legislation and jurisdiction over the territory and inhabitants of the Amami Islands.

2. For the purpose of this Agreement, the term "Amami Islands" shall mean the group of islands, including their territorial waters, as defined in the attached Annex.

Article II

1. The two installations and sites presently utilized by the United States of America in the Amami Islands will be used by the United States armed forces in accordance with the procedures set forth in the Administrative Agreement, [2] as amended, [3] under Article III of the Security Treaty [4] between the United States of America and

[1] Treaties and Other International Acts Series 2490; 3 UST, pt. 3, p. 3169.
[2] TIAS 2492; 3 UST, pt. 3, p. 3341.
[3] TIAS 2848, *ante* p. 1846.
[4] TIAS 2491; 3 UST, pt. 3, p. 3332.

Japan, signed at Tokyo on February 28, 1952. However, in the event that, due to unavoidable delays, it is impossible to comply with the above procedures by December 25, 1953, Japan grants to the United States of America the continued use of those particular installations and sites, pending the completion of the said procedures.

2. The Government of Japan will take over the operation of the weather station at Naze, Amami Oshima, and shall furnish to the Government of the United States of America weather observations as may be agreed upon through consultations by the Joint Committee as provided for in Article XXVI of the Administrative Agreement. In the event that, due to unavoidable delays, it is impossible for the Government of Japan to take over the operation on December 25, 1953, it is agreed that the present operation will be continued until such time as the Government of Japan is prepared to assume this responsibility.

Article III

1. On December 25, 1953, the Government of Japan shall begin to withdraw from circulation in the Amami Islands all "B" yen and issue, in its stead, Japanese yen at the rate of 3 Japanese yen for 1 "B" yen. This exchange of currency shall be accomplished as speedily as possible. The "B" yen so withdrawn from circulation shall be returned to the United States Civil Administrator at Naha, Okinawa, without obligation by the Government of the United States of America to reimburse the Government of Japan in any manner for it or for the Japanese yen issued in its stead.

2. Existing budgetary and fiscal arrangements for collection of funds and payment of obligations will be maintained through December 24, 1953, after which time the Government of Japan shall assume full fiscal responsibility in the Amami Islands.

3. The Government of Japan shall assume all financial obligations of the postal system in the Amami Islands. Accounts between the postal system in the Amami Islands and the postal system in the remaining islands of the Nansei Shoto shall be settled as agreed upon at a later date between the Government of the United States of America and the Government of Japan taking into calculation other assets of the postal system in the Amami Islands and the pre-war assets and obligations of the Japanese Government postal system in the remaining islands of the Nansei Shoto.

4. Property of the Government of the Ryukyu Islands, including papers, archives and evidentiary materials, existing in the Amami Islands on December 25, 1953, shall be transferred to the Government of Japan on that date without compensation.

5. Property of the Government of Japan, including local governments, existing in the Amami Islands on December 25, 1953 which have been under the custody of the Government of the United States of America prior to that date, shall be returned to the Government of Japan on that date without compensation.

6. As of December 25, 1953, there will exist certain current accounts payable owed by various agencies and institutions in the Amami Islands to governmental and other agencies in the remaining islands of the Nansei Shoto arising from shipment of goods to the Amami Islands, and certain long-term obligations owed by individuals and institutions in the Amami Islands to the Ryukyu Reconstruction Finance Fund. The balances of these accounts and identities of debtors and creditors shall be confirmed by the two Governments as soon as possible. The Government of the United States of America shall transfer and assign, without compensation, to the Government of Japan all rights and interests in the accounts so confirmed.

7. There will be, as of December 25, 1953 obligations owed by or to individuals, including juridical persons, in the Amami Islands to or from individuals, including juridical persons, in the remaining islands of the Nansei Shoto. The two Governments agree to establish procedures that will expedite the settlement of these obligations.

Article IV

1. Japan waives all claims of Japan and its nationals against the United States of America and its nationals and against the local authorities of the Ryukyu Islands (Nansei Shoto) and its predecessors arising out of the war or out of actions taken because of the existence of a state of war, and waives all claims arising from the presence, operations or actions of forces or authorities of the United States of America which shall have occurred in or have any effect upon the Amami Islands prior to December 25, 1953. The foregoing waiver does not, however, include any Japanese claims specifically recognized in the laws of the United States of America or the local laws of the Ryukyu Islands (Nansei Shoto) enacted since September 2, 1945.

2. Japan recognizes the validity of all acts and omissions done during the period of occupation and during the period of military government or of the United States Civil Administration of the Amami Islands under or in consequence of directives of the occupying authorities, the military government or the United States Civil Administration or authorized by existing law during that time, and will take no action subjecting United States nationals or residents of the

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islands of the Nansei Shoto to civil or criminal liability arising out of such acts or omissions.

Article V

1. Japan recognizes the validity of, and will continue in full force and effect:

(a) judgments in civil cases rendered by any court in the Amami Islands prior to December 25, 1953, in respect of which there was no recourse or right to review under pre-existing law, and;

(b) final judgments in civil cases rendered by the Ryukyuan Court of Appeals in Okinawa, prior to December 25, 1953, in respect to those cases which originated in any court in the Amami Islands, provided that in both instances such recognition or continuation would not be contrary to public policy.

2. Without in any way adversely affecting the substantive rights and positions of the litigants concerned Japan will assume jurisdiction over and continue to judgment and execution any civil cases pending as of December 25, 1953 in any court in the Amami Islands or any civil cases originating in any such court which are pending in the Ryukyuan Court of Appeals as of the above date.

Article VI

Japan may, in accordance with its laws and procedures, exercise criminal jurisdiction over those persons in the Amami Islands who are serving sentences imposed by any Ryukyuan court prior to December 25, 1953, or over any person in the Amami Islands whose case is pending before such court or the Ryukyuan Court of Appeals in Okinawa as of the above date, provided that where such person is in custody as of the same date, he shall continue to remain in the custody of the Japanese authorities pending appropriate disposition. The Japanese authorities will, in the exercise of criminal jurisdiction over such person, give due faith and credit to the evidentiary data and material used by the Ryukyuan court or by the Ryukyuan Court of Appeals in Okinawa in their exercise of criminal jurisdiction over the person concerned.

Article VII

Treaties, conventions and other international agreements to which Japan is a party, including the Treaty of Peace with Japan signed at the city of San Francisco on September 8, 1951, the Security Treaty between the United States of America and Japan signed on the same date and the Administrative Agreement thereunder as amended, the Notes exchanged on the same date between the Secretary of State of

the United States of America and the Prime Minister of Japan, and the Treaty of Friendship, Commerce and Navigation between the United States of America and Japan signed at Tokyo on April 2, 1953,[1] shall be applicable to the Amami Islands as from the date of coming into force of this Agreement.

Article VIII

Any matter relating to the execution of this Agreement shall be agreed upon through consultation between the two Governments or the competent authorities thereof.

Article IX

This Agreement shall come into force on December 25, 1953.

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

DONE at Tokyo, this twenty-fourth day of December, 1953, in duplicate in the English and Japanese languages, both equally authentic.

FOR THE UNITED STATES OF AMERICA:

JOHN M. ALLISON

FOR JAPAN:

KATSUO OKAZAKI

[SEAL] [SEAL]

[1] Treaties and Other International Acts Series 2863, *ante* p. 2063.

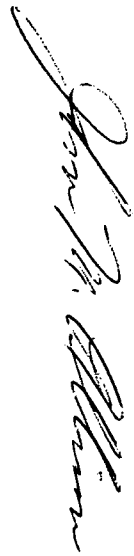
ANNEX

The Amami Islands are defined as all of those islands, islets, atolls and rocks situated in an area bounded by 29 degrees north latitude on the north, 27 degrees north latitude on the south, 128 degrees 18 minutes east longitude on the west and 130 degrees 13 minutes east longitude on the east.

附属書

奄美群島とは、北方北緯二十九度、南方北緯二十七度、西方東経百二十八度十八分及び東方東経百三十度十三分を境界線とする区域内にあるすべての島、小島、環礁及び岩礁をいう。

アメリカ合衆国のために



日本国のために

岡崎勝男

この協定の実施に関する事項は、両国政府又はその権限のある当局の間で協議によつて合意するものとする。

第九条

この協定は、千九百五十三年十二月二十五日に効力を生ずる。

以上の証拠として、下名は、各自の政府により正当な委任を受け、この協定に署名した。

千九百五十三年十二月二十四日に東京で、ひとしく正文である英語及び日本語により本書二通を作成した。

第七条

日本国が当事国である条約及びその他の国際協定（千九百五十一年九月八日にサン・フランシスコ市で署名された日本国との平和条約、同日に署名されたアメリカ合衆国と日本国との間の安全保障条約及びこれに基く改正された行政協定、同日にアメリカ合衆国国務長官と日本国総理大臣との間で交換された公文並びに千九百五十三年四月二日に東京で署名されたアメリカ合衆国と日本国との間の友好通商航海条約を含む。）は、この協定の効力発生の日から奄美群島について適用されるものとする。

第八条

統に従つて刑事裁判権を行使することができる。但し、これらの者が千九百五十三年十二月二十五日に抑留中である場合には、適当な措置が執られるまでの間引き続き日本国の当局の下に抑留されるものとする。日本国の当局は、前記の者に対して刑事裁判権を行使するに際し、南西諸島における裁判所又は沖縄における琉球上訴裁判所が前記の者に対して刑事裁判権を行使する際に用いた証拠資料に対して相当な信頼を置くものとする。

2 日本国は、訴訟当事者の実質的な権利及び地位をいかなる意味においても害することなく、千九百五十三年十二月二十五日に奄美群島におけるいずれかの裁判所に係属中の民事事件又はそれらの裁判所に係属した民事事件で千九百五十三年十二月二十五日に琉球上訴裁判所に係属中のものについて、裁判権を引き継ぎ、且つ、引き続き裁判及び執行をするものとする。

第六条

日本国は、奄美群島にいる者で、千九百五十三年十二月二十五日前に南西諸島におけるいずれかの裁判所が科した刑に服役中のもの又は千九百五十三年十二月二十五日に前記の裁判所若しくは沖縄における琉球上訴裁判所に事件が係属中のものに対して、日本国の法令及び手

ういかなる行動も執らないものとする。

第五条

1 日本国は、公の秩序又は善良の風俗に反しない限り、次の裁判が有効であることを承認し、且つ、それらの効力を完全に存続させるものとする。

(a) 奄美群島におけるいずれかの裁判所が千九百五十三年十二月二十五日前にした民事の裁判で、同日前の法令によつて再審査の手段又は権利がなかつたもの及び

(b) 沖縄における琉球上訴裁判所が千九百五十三年十二月二十五日前にした民事の最終的裁判で、奄美群島におけるいずれかの裁判所に係属した事件に関するもの

の請求権を放棄し、且つ、アメリカ合衆国の軍隊又は当局の存在、職務遂行又は行動から生じたすべての請求権で、千九百五十三年十二月二十五日前に、奄美群島で生じ、又は奄美群島に影響を有するものを放棄する。但し、前記の放棄には、千九百四十五年九月二日以後制定されたアメリカ合衆国の法令又は南西諸島の現地法令で特に認められた日本人の請求権の放棄を含まない。

2 日本国は、占領期間中及び奄美群島の軍政府又は合衆国民政府の期間中に占領当局、軍政府又は合衆国民政府の指令に基いて若しくはその結果として行われ、又は当時の法令によつて許可されたすべての作為又は不作為の効力を承認し、合衆国国民又は南西諸島の居住者をこれらの作為又は不作為から生ずる民事又は刑事の責任に問

国政府は、確認された勘定に関するすべての権利及び利益を無償で日本国政府に移転しなければならない。

7

千九百五十三年十二月二十五日に、奄美群島における個人（法人を含む。以下同じ。）が南西諸島のその他の島における個人に対し、又は南西諸島のその他の島における個人が奄美群島における個人に対し負う債務が存在する。両国政府は、これらの債務の決済を促進する手続を定めることに同意する。

第四条

1

日本国は、戦争から生じ、又は戦争状態が存在したために執られた行動から生じたアメリカ合衆国及びその国民並びに南西諸島の現地当局及びその前身たる機関に対する日本国及びその国民のすべて

で日本国政府に移転しなければならない。

5 日本国政府（地方公共団体を含む。）の財産で、千九百五十三年十二月二十五日に奄美群島に存在し、且つ、同日前にはアメリカ合衆国政府の管理下にあつたものは、その日に無償で日本国政府に返還しなければならない。

6 千九百五十三年十二月二十五日に、奄美群島における各種の機関及び団体が奄美群島への貨物の積送の結果南西諸島のその他の島における政府機関その他の機関に対して負う当座勘定並びに奄美群島における個人及び団体が琉球復興金融金庫に対して負う長期債務が存在する。両国政府は、これらの勘定の残高並びに債権者及び債務者をできる限りすみやかに確認しなければならない。アメリカ合衆

とし、その後は、日本国政府が、奄美群島における完全な財政上の責任を有するものとする。

3

日本国政府は、奄美群島における郵便組織のすべての金融上の債務を負うものとする。奄美群島における郵便組織と南西諸島のその他の島における郵便組織との間の勘定は、アメリカ合衆国政府と日本国政府との間で、奄美群島における郵便組織のその他の資産並びに南西諸島のその他の島における日本国政府郵便組織の戦争前の資産及び債務を考慮に入れて、後日合意されるとおりに決済しなければならない。

4

琉球政府の財産（書類、記録及び証拠物件を含む。）で千九百五十三年十二月二十五日に奄美群島に存在するものは、その日に無償

第三条

1 日本国政府は、千九百五十三年十二月二十五日に、奄美群島における流通からすべての「B」号円を回収し、且つ、一「B」号円につき三日本円の割合で「B」号円と引き替えに日本円を交付することを開始しなければならない。この通貨の交換は、できる限りすみやかに完了しなければならない。回収した「B」号円は、沖縄の那覇にいる合衆国民政官に返還しなければならない。アメリカ合衆国政府は、「B」号円又は「B」号円と引き替えに交付される日本円について、日本国政府に対し何ら償還の義務を負うものではない。

2 予算及び財政に関する現行の措置で資金の収集及び債務の支払に関するものは、千九百五十三年十二月二十四日まで維持されるもの

年十二月二十五日に日本国政府がその運営を引き継ぐことができない場合には、現状どおりの運営が、日本国政府がこの責任を引き受ける準備ができる時まで、継続されることが合意される。

は、千九百五十二年二月二十八日に東京で署名され、その後改正された合衆国と日本国との間の安全保障条約第三条に基く行政協定に定める手続に従つて合衆国軍隊が使用するものとする。もつとも、避けがたい遅延のため千九百五十三年十二月二十五日前に前記の手続によることができない場合には、日本国は、アメリカ合衆国に対し、その手続が完了するまでの間、これらの特定の設備及び用地を引き続き使用することを許すものとする。

2 日本国政府は、奄美大島の名瀬にある測候所の運営を引き継ぐものとし、且つ、行政協定第二十六条に定める合同委員会による協議を通じて合意されるところに従つて気象観測の結果をアメリカ合衆国政府に提供するものとする。避けがたい遅延のため千九百五十三

第一条

1 アメリカ合衆国は、奄美群島に関し、千九百五十一年九月八日にサン・フランシスコ市で署名された日本国との平和条約第三条に基くすべての権利及び利益を、千九百五十三年十二月二十五日から日本国のために放棄する。日本国は、前記の日に、奄美群島の領域及び住民に対する行政、立法及び司法上のすべての権力を行使するための完全な権能及び責任を引き受ける。

2 この協定の適用上、「奄美群島」とは、附属書に掲げる群島（領水を含む。）をいう。

第二条

1 アメリカ合衆国が奄美群島で現に利用している二の設備及び用地

奄美群島に関するアメリカ合衆国と日本国との間の協定

アメリカ合衆国は、同国国務長官が千九百五十三年八月八日に声明したとおり、奄美群島に関し、千九百五十一年九月八日にサン・フランシスコ市で署名された日本国との平和条約第三条に基くすべての権利及び利益を日本国のために放棄することを希望するので、また、

日本国は、奄美群島の領域及び住民に対する行政、立法及び司法上のすべての権力を行使するための完全な権能及び責任を引き受けることを望むので、

よつて、アメリカ合衆国政府及び日本国政府は、この協定を締結することに決定し、このためそれぞれの代表者を任命した。これらの代表者は、次のとおり協定した。

The American Ambassador to the Japanese Minister for Foreign Affairs

AMERICAN EMBASSY,
Tokyo, December 24, 1953

No. 1025

EXCELLENCY:

I have the honor to refer to the Agreement between the United States of America and Japan concerning the Amami Islands, signed today and to state as follows:

The Amami Islands and their territorial waters, because of their proximity to both the mainland of Japan and to the military installations of the United States of America in the remaining islands of the Nansei Shoto, bear a unique relationship to the defense and security of the Far East. It is understood that the Government of Japan, cognizant of this unique relationship, will take into consideration those requirements which the United States of America considers necessary to preserve, strengthen and facilitate the defense of the remaining islands of the Nansei Shoto.

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

JOHN M. ALLISON

His Excellency
KATSUO OKAZAKI,
Minister for Foreign Affairs,
Tokyo.

慮に入れるものと了解される。

本大臣は、更に、閣下が述べられたことを記録にとどめ、且つ、前記に掲げる了解が日本国政府の了解でもあることを閣下に対し通報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つて敬意を表します。

昭和二十八年十二月二十四日

外務大臣 岡崎勝男

日本国駐在アメリカ合衆国特命全権大使

ジョン・M・アリソン閣下

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、閣下が次のとおり本大臣に通報された本日付の閣下の書簡を受領したことを確認する光栄を有します。

本使は、本日署名された奄美群島に関する日本国とアメリカ合衆国との間の協定に言及し、且つ、次のとおり述べる光栄を有します。

奄美群島及びその領水は、日本本土と南西諸島のその他の島におけるアメリカ合衆国の軍事施設との双方に近接しているため、極東の防衛及び安全と特異の関係を有する。日本国政府は、この特異の関係を認め、南西諸島のその他の島の防衛を保全し、強化し、及び容易にするためアメリカ合衆国が必要と認める要求を考

Translation

THE GAIMUSHO

TOKYO, *December 24, 1953*

MR. AMBASSADOR,

I have the honor to acknowledge the receipt of Your Excellency's note of today's date in which Your Excellency has informed me as follows:

"I have the honor to refer to the Agreement between the United States of America and Japan concerning the Amami Islands, signed today and to state as follows:

The Amami Islands and their territorial waters, because of their proximity to both the mainland of Japan and to the military installations of the United States of America in the remaining islands of the Nansei Shoto, bear a unique relationship to the defense and security of the Far East. It is understood that the Government of Japan, cognizant of this unique relationship, will take into consideration those requirements which the United States of America considers necessary to preserve, strengthen and facilitate the defense of the remaining islands of the Nansei Shoto."

I have further the honor to take note of Your Excellency's statement, and to inform Your Excellency that the understanding set forth in the above-quoted paragraph is also the understanding of the Government of Japan.

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

KATSUO OKAZAKI
Minister for Foreign Affairs

His Excellency
Mr. JOHN M. ALLISON,
Ambassador Extraordinary
and Plenipotentiary of the
United States of America
to Japan.

Agreed Official Minutes for the Agreement between the United States of America and Japan concerning the Amami Islands

TOKYO, *December 24, 1953*

1. With the appreciation of a unique relationship of the Amami Islands to the defense and security of both the United States of America and Japan, it is the intention of the Government of Japan that the Government of the United States of America will be kept fully informed, in advance, of possible future Japanese plans for the establishment of defense facilities, including airfields, in the Amami Islands, in the spirit of the Security Treaty between the United States of America and Japan.

2. It is understood that the transfer of business between the five branches in the Amami Islands of the Bank of the Ryukyus and the Kagoshima Bank, including the transfer of the debts and credits belonging to the former, will be made on December 25, 1953 under the terms of a contract between the two Banks approved by the Governments of the United States of America and of Japan.

3. It is understood that upon official written request, appropriate unclassified papers, archives and other documents retained in Okinawa by the Government of the Ryukyu Islands or the United States Civil Administration, but having a material bearing upon the administration of the Amami Islands, will be supplied to appropriate officials of the Japanese Government for their examination.

4. It is understood that subject to adjustment to reflect transactions which may have occurred up to midnight of December 24, 1953, the balances of the accounts and identities of debtors and creditors under paragraph 6 of Article III are as follows:

A. OUTSTANDING DEBTS OF AMAMI ISLANDS AS OF 25 NOV. 1953 IN "B" YEN

To USCAR	
Oshima Food Company	¥55, 242, 807. 38
To Dept. of Econ-Fin, Operations Bureau (Ex. Ryukyu Board of Trade)	
Oshima Federation of Fisheries Cooperative	¥21, 050. 50
Oshima Industry Association	601, 890. 86
Oshima Trader's Association	642. 24
Oshima Tsumugi Mfg. Association	6, 719, 949. 45
Sub-total	¥7, 343, 533. 05
To Ryukyu Federation of Agricultural Cooperative	
Oshima Agricultural Cooperative	¥9, 973, 633. 01
To Ryukyu Federation of Fisheries Cooperatives	
Oshima Federation of Fisheries Cooperative	¥2, 740, 504. 66
Total	¥75, 300, 478. 10

B. OUTSTANDING LONG TERM OBLIGATIONS OF AMAMI ISLANDS TO THE RYUKYU RECONSTRUCTION FINANCE FUND AS OF 31 OCTOBER 1953 IN "B" YEN

Installment Loans Outstanding	¥104, 212, 384. 00
Loans on Notes	2, 115, 800. 00
Total	¥106, 328, 184. 00

SAMUEL D. BERGER
Counsellor of the Embassy of the United States of America

[SEAL]

TORU NAKAGAWA
Director, Asian Affairs Bureau, Ministry of Foreign Affairs

[SEAL]

EMERGENCY WHEAT AID TO AFGHANISTAN

TIAS 2896
Jan. 8, 1953

Agreement between the
UNITED STATES OF AMERICA
and AFGHANISTAN

- Effected by Exchange of Notes
  Dated at Washington January 8, 1953
- Entered into force January 8, 1953

The Secretary of State to the Afghan Ambassador

DEPARTMENT OF STATE
WASHINGTON

The Secretary of State presents his compliments to His Excellency the Ambassador of Afghanistan and has the honor to refer to the request of the Government of Afghanistan for assistance in furnishing wheat to Afghanistan to meet the emergency need which has arisen as a result of the recent drought.

Recognizing the danger of famine and unrest inherent in the present grave emergency confronting the people of Afghanistan, the Government of the United States is prepared to assist the Government of Afghanistan to obtain in the United States wheat and flour, which is vital to the maintenance of internal stability in Afghanistan and its capacity to develop its resources in the interest of Afghanistan's security and independence. For this purpose the Government of the United States is prepared to provide wheat and flour to the Government of Afghanistan on credit terms in an amount not to exceed $1.5 million.

Such assistance will be made available in accordance with the following understandings:

(a) A line of credit will be established at the Export-Import Bank in the amount of $1.5 million to assist the Government of Afghanistan in financing the acquisition of wheat and flour. The line of credit shall expire on March 31, 1953, except as to amounts theretofore disbursed or amounts approved by the Government of the United States as having been theretofore committed.

(b) The Government of Afghanistan will execute in favor of the Export-Import Bank a promissory note and loan agreement in the forms attached as Exhibits A and B respectively.

(c) Procurement and shipment of the wheat and flour will be arranged by the Embassy of the Government of Afghanistan or by agencies of the Government of the United States as may be mutually agreeable, and in accordance with procedures to be established by the United States TCA [1] after consultation with the Government of Afghanistan.

[1] Technical Cooperation Administration.

(d) Unless otherwise agreed, all expenses relating to distribution of the wheat and flour will be paid by the Government of Afghanistan out of funds other than those made available hereunder.

(e) Procurement of the wheat and flour will be subject to any certification, priority, allocation, permit, or license which may be required under existing or future laws of the United States or any existing or future regulations of any agency or Department thereof.

(f) The Government of Afghanistan will keep the Government of the United States informed concerning arrivals and distribution of such wheat and flour and the procedures for distribution.

(g) The Government of Afghanistan agrees to give full publicity to the conclusion of this agreement with the Government of the United States and to the arrivals and distribution of the wheat and flour.

(h) The Government of Afghanistan will continue to exert diligent efforts to obtain maximum procurement of foodgrains from domestic sources and added quantities as may be required from other friendly sources.

(i) To assist in carrying out this agreement, it is contemplated that a technician will be detailed to the staff of the United States Director of Technical Cooperation for Afghanistan.

(j) The assistance to be provided hereunder is subject to the provisions of the Mutual Security Act of 1951, as amended, [1] and all other applicable provisions of the laws of the United States.

If the foregoing understandings are satisfactory to the Government of Afghanistan, it is suggested that the Government of Afghanistan so indicate in an appropriate reply, in which case the Government of the United States will initiate such steps as may be necessary to open the line of credit and establish the necessary procedures for procurement of the wheat and flour.

Enclosures: [2]

1. Promissory note
2. Loan Agreement

DEPARTMENT OF STATE,
Washington, January 8, 1953

[1] 65 Stat. 373; 22 U. S. C. § 1651 *et seq.*

[2] Not printed.

The Afghan Ambassador to the Secretary of State

AMBASSADE ROYALE D'AFGHANISTAN
WASHINGTON

The Ambassador of Afghanistan presents his compliments to His Excellency the Secretary of State and has the honor to acknowledge receipt of the Note dated January 8, 1953, related to the request of the Government of Afghanistan for assistance in furnishing wheat to Afghanistan to meet the emergency need which has arisen as result of the recent drought.

The Note of Understanding reads as follows:

"Recognizing the danger of famine and unrest inherent in the present grave emergency confronting the people of Afghanistan, the Government of the United States is prepared to assist the Government of Afghanistan to obtain in the United States wheat and flour, which is vital to the maintenance of internal stability in Afghanistan and its capacity to develop its resources in the interest of Afghanistan's security and independence. For this purpose the Government of the United States is prepared to provide wheat and flour to the Government of Afghanistan on credit terms in an amount not to exceed $1.5 million.

Such assistance will be made available in accordance with the following understandings:

(a) A line of credit will be established at the Export-Import Bank in the amount of $1.5 million to assist the Government of Afghanistan in financing the acquisition of wheat and flour. The line of credit shall expire on March 31, 1953, except as to amounts theretofore disbursed or amounts approved by the Government of the United States as having been theretofore committed.

(b) The Government of Afghanistan will execute in favor of the Export-Import Bank a promissory note and loan agreement in the forms attached as Exhibits A and B respectively.

(c) Procurement and shipment of the wheat and flour will be arranged by the Embassy of the Government of Afghanistan or by agencies of the Government of the United States as may be mutually agreeable, and in accordance with procedures to be established by the United States TCA after consultation with the Government of Afghanistan.

(d) Unless otherwise agreed, all expenses relating to distribution of the wheat and flour will be paid by the Government of Afghanistan out of funds other than those made available hereunder.

(e) Procurement of the wheat and flour will be subject to any certification, priority, allocation, permit, or license which may be required

under existing or future laws of the United States or any existing or future regulations of any agency or Department thereof.

(f) The Government of Afghanistan will keep the Government of the United States informed concerning arrivals and distribution of such wheat and flour and the procedures for distribution.

(g) The Government of Afghanistan agrees to give full publicity to the conclusion of this agreement with the Government of the United States and to the arrivals and distribution of the wheat and flour.

(h) The Government of Afghanistan will continue to exert diligent efforts to obtain maximum procurement of foodgrains from domestic sources and added quantities as may be required from other friendly sources.

(i) To assist in carrying out this agreement, it is contemplated that a technician will be detailed to the staff of the United States Director of Technical Cooperation for Afghanistan.

(j) The assistance to be provided hereunder is subject to the provisions of the Mutual Security Act of 1951, as amended, and all other applicable provisions of the laws of the United States."

Acting upon instructions received from his Government, the Ambassador of Afghanistan has the honor hereby to communicate to His Excellency the Secretary of State his Government's full agreement to the terms of the above quoted Note of Understanding, and, further, to express the appreciation and gratitude of his Government for this gesture of friendship and assistance to the people of Afghanistan in their hour of need.

M. NAIM

January 8, 1953

KH.4/2538

TIAS 2897
Feb. 11 and
Apr. 9, 1952

HEALTH AND SANITATION

Cooperative Program in Panama
Additional Financial Contributions

Agreement between the
UNITED STATES OF AMERICA
and PANAMA

- Effected by Exchange of Notes
Signed at Panamá February 11 and
April 9, 1952
- Entered into force April 9, 1952

The American Ambassador to the Panamanian Minister for Foreign Affairs

AMERICAN EMBASSY
NO. 61 *Panamá, R. P., February 11, 1952*

EXCELLENCY:

I have the honor to refer to the agreement between our two Governments, signed at Panamá City on February 26, 1951 [1] as supplemented,[2] providing for the initiation of the cooperative program of health and sanitation in Panamá until June 30, 1955 and specifying the contributions to be made by our respective Governments to the Servicio Cooperativo Inter-Americano de Salúd Pública (hereinafter called the "Servicio") for the period ending June 30, 1951. By a supplemental exchange of notes arrangements have been made for contributions by our respective Governments for the period July 1, 1951 through December 31, 1951.[2]

I am authorized by my Government to propose that the United States of America contribute, through The Institute of Inter-American Affairs of the Technical Cooperation Administration, $37,500 (thirty-seven thousand five hundred dollars) to the Servicio for the period January 1, 1952 through June 30, 1952 on the condition that your Government will contribute B/.37,500 (thirty-seven thousand five hundred balboas) during the same period. It is contemplated that these contributions shall be made in monthly installments for the period January 1, 1952 through June 30, 1952. The contributions herein provided are in addition to the contributions to the Servicio which our respective Governments have agreed to make in prior agreements. The contributions herein provided shall be made by the two Governments subject to the terms of the health and sanitation program agreement, as amended, concluded by the Government of Panamá and the Government of the United States of America on February 26, 1951. Contributions after June 30, 1952 will be the subject of subsequent arrangements between the appropriate authorities of our two Governments.

In addition to the contributions to the Servicio provided for herein, my Government agrees during the period July 1, 1951 through June 30, 1955, subject to the availability of appropriations beyond

[1] Treaties and Other International Acts Series 2220; 2 UST 655.
[2] TIAS 2367; 2 UST 2509.

60602 O - 56(Part 2) - 96

June 30, 1952, to make available, through The Institute of Inter-American Affairs of the Technical Cooperation Administration, the funds necessary to pay the salaries and other expenses of the members of the Field Party of the Institute, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this program. These funds shall be administered by the Institute and shall not be deposited to the credit of the Servicio.

I shall appreciate receiving an expression from your Government concerning the acceptability of the foregoing proposal. The Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our two Governments which shall enter into force on the date of your reply.

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

J. C. WILEY

His Excellency
Lic. IGNACIO MOLINO, Jr.,
Minister for Foreign Affairs.

The Panamanian Minister for Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
D. P. N° 435

PANAMÁ, *9 de Abril de 1952.*

SEÑOR EMBAJADOR:

Tengo el honor de avisar recibo de la atenta nota de Vuestra Excelencia N° 61, de fecha 11 de Febrero del presente año, en la cual expone lo siguiente:

"EXCELENCIA:

Tengo el honor de referirme al acuerdo celebrado entre nuestros dos Gobiernos, firmado en la Ciudad de Panamá el 26 de febrero de 1951, y complementado después, en el que se dispone lo relativo a la iniciación del programa cooperativo de salud e higiene en Panamá hasta el 30 de junio de 1955 y se especifican los aportes que deben hacer nuestros respectivos Gobiernos al Servicio Cooperativo Inter-Americano de Salud Pública (en adelante denominado el "Servicio") para el período que expira el 30 de junio de 1951. Por canje complementario de notas se han hecho arreglos sobre las contribuciones de nuestros respectivos Gobiernos para el período del 1° de julio de 1951 al 31 de diciembre de 1951.

He sido autorizado por mi Gobierno para proponer que los

Estados Unidos de América contribuyan, por conducto del Instituto de Asuntos Inter-Americanos de la Administración de la Cooperación Técnica, con la suma de $37,500 (treinta y siete mil quinientos dólares) para el Servicio por el período del 1° de enero de 1952 al 30 de junio de 1952 a condición de que su Gobierno contribuya con la suma de treinta y siete mil quinientos balboas (B/37,500) durante el mismo período. Se tiene el plan de que estas contribuciones se hagan en contados mensuales por el período del 1° de enero al 30 de junio de 1952. Las contribuciones aquí estipuladas son en adición a las que nuestros dos Gobiernos han convenido hacer al Servicio en acuerdos previos. Las contribuciones aquí estipuladas serán hechas por los dos Gobiernos con sujeción a los términos del acuerdo sobre salud y sanidad, según ha sido modificado, celebrado por el Gobierno de Panamá y el Gobierno de los Estados Unidos de América el 26 de febrero de 1951. Los aportes posteriores al 30 de junio de 1952 estarán sujetos a arreglos subsiguientes entre las autoridades apropiadas de nuestros dos Gobiernos.

Además de los aportes aquí estipulados para el Servicio, mi Gobierno conviene durante el período del 1° de julio de 1951 al 30 de junio de 1955, con sujeción a la disponibilidad de partidas después del 30 de junio de 1952, en facilitar, por medio del Instituto de Asuntos Inter-Americanos de la Administración de la Cooperación Técnica, los fondos necesarios para pagar los sueldos y otros gastos del Personal local del Instituto, así como los otros gastos de índole administrativa en que el Gobierno de los Estados Unidos pueda incurrir en relación con este programa. Estos fondos serán administrados por el Instituto y se depositarán al Crédito del Servicio.

Agradecerá la expresión de su Gobierno acerca de su anuencia a la proposición antes mencionada. El Gobierno de los Estados Unidos de América considerará la presente nota y su respuesta de anuencia a la misma como constitutivas de un acuerdo entre nuestros dos Gobiernos el cual entrará en vigor en la fecha de su respuesta.

Sírvase aceptar, Excelencia, las reiteradas seguridades de mi más alta consideración.

(Fdo) JOHN C. WILEY

Su Excelencia
Lic. IGNACIO MOLINO
Ministro de Relaciones Exteriores
Panamá, R. de Panamá.–

En vista de lo antes expuesto por Vuestra Excelencia, tengo a bien informarle, que el Gobierno de la República de Panamá acepta la

proposición que aparece detallada en vuestra nota, de conformidad con las sugerencias en ellas descritas y considera vuestra nota y esta respuesta, como constitutiva de un acuerdo entre nuestros dos Gobiernos, el cual empezará a regir desde esta fecha.

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

IGNACIO MOLINO

Ignacio Molino,
Ministro de Relaciones Exteriores.

Su Excelencia
JOHN C. WILEY
Embajador de los Estados Unidos
de América,
Presente.-

Translation

MINISTRY OF FOREIGN AFFAIRS
D. P. No. 435

PANAMÁ, *April 9, 1952.*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 61 of February 11 of this year, which reads as follows:

[For the English language text of the note, see *ante* p. 2947.]

In view of the foregoing set forth by Your Excellency, I am happy to inform you that the Government of the Republic of Panama accepts the proposal set forth in detail in your note, in conformity with the suggestions described therein, and regards your note and this reply as constituting an agreement between our two Governments, which shall enter into force today.

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

IGNACIO MOLINO

Ignacio Molino,
Minister for Foreign Affairs.

His Excellency
JOHN C. WILEY,
Ambassador of the
United States of America,
City.

HEALTH, WELFARE AND HOUSING

TIAS 2898
June 19, 1953

Cooperative Program in Panama

Agreement between the
UNITED STATES OF AMERICA
and PANAMA

Amending Agreement of February 26, 1951

- Signed at Panama City June 19, 1953
- Entered into force June 19, 1953

AGREEMENT AMENDING THE HEALTH AND SANITATION PROGRAM AGREEMENT OF FEBRUARY 26, 1951

The Government of the United States of America and the Government of Panama have agreed upon the following provisions for amending the agreement between the Government of the United States of America and the Government of the Republic of Panama for a cooperative program of health and sanitation, signed at Panama City on February 26, 1951: [1]

1. The caption of the Agreement signed on February 26, 1951:

> "AGREEMENT FOR A COOPERATIVE PROGRAM OF HEALTH AND SANITATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PANAMA"

shall hereafter read as follows:

> "AGREEMENT FOR A COOPERATIVE PROGRAM OF HEALTH, WELFARE AND HOUSING BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PANAMA"

2. The phrase "health and sanitation' shall hereafter read 'health, welfare and housing', wherever it appears in the said Agreement.

3. Article III, paragraph 2, subparagraph (b) shall hereafter read as follows:

> '(b) Initiation and administration of projects in the field of health, welfare and housing, pursuant to written operational agreements to be signed by the Minister of Labor, Social Welfare and Public Health (hereinafter referred to as the "Minister") and the Chief of Field Party, which may include activities of the following types: operation and development of health centers and other facilities for preventive medicine and disease control; development of safe water supply; sewage disposal and environmental sanitation; insect control; health education; development of nursing; social welfare; and housing.'

[1] Treaties and Other International Acts Series 2220; 2 UST 655.

DONE in duplicate in the English and Spanish languages, at Panama City this Nineteenth day of June 1953.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ROBERT B. MEMMINGER
Chargé d'Affaires, ad interim
Embassy of the United States of America

A H HOLLOWAY
Acting Chief of Field Party
The Institute of Inter-American Affairs

FOR THE GOVERNMENT OF PANAMA

J R GUIZADO
Minister for Foreign Affairs

RICARDO ARIAS E
Minister of Labor, Social Welfare and Public Health

REFORMA DEL CONVENIO SOBRE UN PROGRAMA DE HIGIENE Y SALUBRIDAD CELEBRADO EL 26 DE FEBRERO DE 1951

El Gobierno de los Estados Unidos de América y el Gobierno de Panamá han acordado las siguientes provisiones para enmendar el convenio celebrado entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Panamá para promover un programa cooperativo de salud pública, firmado en la Ciudad de Panamá el 26 de febrero de 1951:

1. El título del Convenio celebrado el 26 de febrero de 1951:

"ACUERDO PARA UN PROGRAMA COOPERATIVO DE HIGIENE Y SALUBRIDAD ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE PANAMA"

en adelante deberá leerse como sigue:

"ACUERDO PARA UN PROGRAMA COOPERATIVO DE SALUD, BIENESTAR Y VIVIENDA ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE PANAMA"

2. La frase "higiene y salubridad" en adelante deberá leerse "salud, bienestar y vivienda", en todo el texto del mencionado Convenio.

3. Artículo III, parágrafo 2, inciso (b) deberá leerse en adelante como sigue:

"(b) Iniciación y administración de proyectos en materia de salud, bienestar y vivienda, en cumplimiento de convenios funcionales escritos para ser firmados por el Ministro de Trabajo, Previsión Social y Salud Pública (que de ahora en adelante se denominará el "Ministro") y el Jefe de la Misión, en los cuales convenios pueden figurar: el funcionamiento y desarrollo de unidades sanitarias y otras facilidades para la medicina preventiva y control de las enfermedades; la producción de aguas no contaminadas; sistemas de alcantarillas y saneamiento del medio; exterminio de insectos, educación sanitaria, e incremento de la profesión de enfermería, previsión social; y vivienda".

HECHO en duplicado, en Inglés y Español, en la Ciudad de Panamá, hoy 19 de junio de 1953.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

ROBERT B. MEMMINGER
Encargado de Negocios, A. I.
Embajada de los Estados Unidos de América

A H HOLLOWAY
Jefe Interino de la Misión
Instituto de Asuntos Interamericanos

POR EL GOBIERNO DE PANAMA

J R GUIZADO
Ministro de Relaciones Exteriores

RICARDO ARIAS E
Ministro de Trabajo, Previsión Social y Salud Pública

TIAS 2899
June 10, 1948

INTERNATIONAL REGULATIONS FOR PREVENTING COLLISIONS AT SEA, 1948

Approved by the International Conference on Safety of Life at Sea, at London, June 10, 1948

- Proclaimed by the President of the United States of America August 15, 1953
- Entered into force January 1, 1954

REGULATIONS FOR PREVENTING COLLISIONS AT SEA[1]

PART A.—PRELIMINARY AND DEFINITIONS

Rule 1

(*a*) These Rules shall be followed by all vessels and seaplanes upon the high seas and in all waters connected therewith navigable by sea-going vessels, except as provided in Rule 30. Where, as a result of their special construction, it is not possible for seaplanes to comply fully with the provisions of Rules specifying the carrying of lights and shapes, these provisions shall be followed as closely as circumstances permit.

(*b*) The Rules concerning lights shall be complied with in all weathers from sunset to sunrise, and during such times no other lights shall be exhibited, except such lights as cannot be mistaken for the prescribed lights or impair their visibility or distinctive character, or interfere with the keeping of a proper look-out.

(*c*) In the following Rules, except where the context otherwise requires:—

(i) the word "vessel" includes every description of water craft, other than a seaplane on the water, used or capable of being used as a means of transportation on water;

(ii) the word "seaplane" includes a flying boat and any other aircraft designed to manœuvre on the water;

(iii) the term "power-driven vessel" means any vessel propelled by machinery;

(iv) every power-driven vessel which is under sail and not under power is to be considered a sailing vessel, and every vessel under power, whether under sail or not, is to be considered a power-driven vessel;

(v) a vessel or seaplane on the water is "under way" when she is not at anchor, or made fast to the shore, or aground;

(vi) the term "height above the hull" means height above the uppermost continuous deck;

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[1] Proclaimed by the President of the United States of America Aug. 15, 1953 (18 F. R. 4983 as authorized by Public Law 172, 82d Cong., approved Oct. 11, 1951 (65 Stat. 406; 33 U. S. C. §§ 143–147d), as amended by Public Law 82, 83d Cong., approved June 26, 1953 (67 Stat. 83)).

(vii) the length and breadth of a vessel shall be deemed to be the length and breadth appearing in her certificate of registry;

(viii) the length and span of a seaplane shall be its maximum length and span as shown in its certificate of airworthiness, or as determined by measurement in the absence of such certificate;

(ix) the word "visible," when applied to lights, means visible on a dark night with a clear atmosphere;

(x) the term "short blast" means a blast of about one second's duration;

(xi) the term "prolonged blast" means a blast of from four to six seconds' duration;

(xii) the word "whistle" means whistle or siren;

(xiii) the word "tons" means gross tons.

PART B.—LIGHTS AND SHAPES

Rule 2

(*a*) A power-driven vessel when under way shall carry:—

(i) On or in front of the foremast, or if a vessel without a foremast then in the forepart of the vessel, a bright white light so constructed as to show an unbroken light over an arc of the horizon of 20 points of the compass (225 degrees), so fixed as to show the light 10 points (112½ degrees) on each side of the vessel, that is, from right ahead to 2 points (22½ degrees) abaft the beam on either side, and of such a character as to be visible at a distance of at least 5 miles.

(ii) Either forward of or abaft the white light mentioned in subsection (i) a second white light similar in construction and character to that light. Vessels of less than 150 feet in length, and vessels engaged in towing, shall not be required to carry this second white light but may do so.

(iii) These two white lights shall be so placed in a line with and over the keel that one shall be at least 15 feet higher than the other and in such a position that the lower light shall be forward of the upper one. The horizontal distance between the two white lights shall be at least three times the vertical distance. The lower of these two white lights or, if only one is carried, then that light, shall be placed at a height above the hull of not less than 20 feet, and, if the breadth of the vessel exceeds 20 feet, then at a height above the hull not less than such breadth, so however that the light need not be placed at a greater height above the hull than 40 feet. In all circumstances the light or lights, as the case may be,

shall be so placed as to be clear of and above all other lights and obstructing superstructures.

(iv) On the starboard side a green light so constructed as to show an unbroken light over an arc of the horizon of 10 points of the compass (112½ degrees), so fixed as to show the light from right ahead to 2 points (22½ degrees) abaft the beam on the starboard side, and of such a character as to be visible at a distance of at least 2 miles.

(v) On the port side a red light so constructed as to show an unbroken light over an arc of the horizon of 10 points of the compass (112½ degrees), so fixed as to show the light from right ahead to 2 points (22½ degrees) abaft the beam on the port side, and of such a character as to be visible at a distance of at least 2 miles.

(vi) The said green and red sidelights shall be fitted with inboard screens projecting at least 3 feet forward from the light, so as to prevent these lights from being seen across the bows.

(*b*) A seaplane under way on the water shall carry:—

(i) In the forepart amidships where it can best be seen a bright white light, so constructed as to show an unbroken light over an arc of the horizon of 220 degrees of the compass, so fixed as to show the light 110 degrees on each side of the seaplane, namely, from right ahead to 20 degrees abaft the beam on either side, and of such a character as to be visible at a distance of at least 3 miles.

(ii) On the right or starboard wing tip a green light, so constructed as to show an unbroken light over an arc of the horizon of 110 degrees of the compass, so fixed as to show the light from right ahead to 20 degrees abaft the beam on the starboard side, and of such a character as to be visible at a distance of at least 2 miles.

(iii) On the left or port wing tip a red light, so constructed as to show an unbroken light over an arc of the horizon of 110 degrees of the compass, so fixed as to show the light from right ahead to 20 degrees abaft the beam on the port side, and of such a character as to be visible at a distance of at least 2 miles.

Rule 3

(*a*) A power-driven vessel when towing or pushing another vessel or seaplane shall, in addition to her sidelights, carry two bright white lights in a vertical line one over the other, not less than 6 feet apart, and when towing more than one vessel shall carry an additional bright white light 6 feet above or below such lights, if the length of the tow,

measuring from the stern of the towing vessel to the stern of the last vessel or seaplane towed, exceeds 600 feet. Each of these lights shall be of the same construction and character and one of them shall be carried in the same position as the white light mentioned in Rule 2 (*a*) (i), except the additional light, which shall be carried at a height of not less than 14 feet above the hull. In a vessel with a single mast, such lights may be carried on the mast.

(*b*) The towing vessel shall also show either the stern light specified in Rule 10 or in lieu of that light a small white light abaft the funnel or aftermast for the tow to steer by, but such light shall not be visible forward of the beam. The carriage of the white light specified in Rule 2 (*a*) (ii) is optional.

(*c*) A seaplane on the water, when towing one or more seaplanes or vessels, shall carry the lights prescribed in Rule 2 (*b*) (i), (ii) and (iii); and, in addition, she shall carry a second white light of the same construction and character as the white light mentioned in Rule 2 (*b*) (i), and in a vertical line at least 6 feet above or below such light.

Rule 4

(*a*) A vessel which is not under command shall carry, where they can best be seen, and, if a power-driven vessel, in lieu of the lights required by Rule 2 (*a*) (i) and (ii), two red lights in a vertical line one over the other not less than 6 feet apart, and of such a character as to be visible all round the horizon at a distance of at least 2 miles. By day, she shall carry in a vertical line one over the other not less than 6 feet apart, where they can best be seen, two black balls or shapes each not less than 2 feet in diameter.

(*b*) A seaplane on the water which is not under command may carry, where they can best be seen, two red lights in a vertical line, one over the other, not less than 3 feet apart, and of such a character as to be visible all round the horizon at a distance of at least 2 miles, and may by day carry in a vertical line one over the other not less than 3 feet apart, where they can best be seen, two black balls or shapes, each not less than 2 feet in diameter.

(*c*) A vessel engaged in laying or in picking up a submarine cable or navigation mark, or a vessel engaged in surveying or underwater operations when from the nature of her work she is unable to get out of the way of approaching vessels, shall carry, in lieu of the lights specified in Rule 2 (*a*) (i) and (ii), three lights in a vertical line one over the other not less than 6 feet apart. The highest and lowest of these lights shall be red, and the middle light shall be white, and they shall be of such a character as to be visible all round the horizon at a distance of at least 2 miles. By day, she shall carry in a vertical line one over the other not less than 6 feet apart, where they can best

be seen, three shapes each not less than 2 feet in diameter, of which the highest and lowest shall be globular in shape and red in colour, and the middle one diamond in shape and white.

(*d*) The vessels and seaplanes referred to in this Rule, when not making way through the water, shall not carry the coloured sidelights, but when making way they shall carry them.

(*e*) The lights and shapes required to be shown by this Rule are to be taken by other vessels and seaplanes as signals that the vessel or seaplane showing them is not under command and cannot therefore get out of the way.

(*f*) These signals are not signals of vessels in distress and requiring assistance. Such signals are contained in Rule 31.

Rule 5

(*a*) A sailing vessel under way and any vessel or seaplane being towed shall carry the same lights as are prescribed by Rule 2 for a power-driven vessel or a seaplane under way, respectively, with the exception of the white lights specified therein, which they shall never carry. They shall also carry stern lights as specified in Rule 10, provided that vessels towed, except the last vessel of a tow, may carry, in lieu of such stern light, a small white light as specified in Rule 3 (*b*).

(*b*) A vessel being pushed ahead shall carry, at the forward end, on the starboard side a green light and on the port side a red light, which shall have the same characteristics as the lights described in Rule 2 (*a*) (iv) and (v) and shall be screened as provided in Rule 2 (*a*) (vi), provided that any number of vessels pushed ahead in a group shall be lighted as one vessel.

Rule 6

(*a*) In small vessels, when it is not possible on account of bad weather or other sufficient cause to fix the green and red sidelights, these lights shall be kept at hand lighted and ready for immediate use, and shall, on the approach of or to other vessels, be exhibited on their respective sides in sufficient time to prevent collision, in such manner as to make them most visible, and so that the green light shall not be seen on the port side nor the red light on the starboard side, nor, if practicable, more than 2 points (22½ degrees) abaft the beam on their respective sides.

(*b*) To make the use of these portable lights more certain and easy, the lanterns containing them shall each be painted outside with the colour of the lights they respectively contain, and shall be provided with proper screens.

Rule 7

Power-driven vessels of less than 40 tons, vessels under oars or sails of less than 20 tons, and rowing boats, when under way shall not be required to carry the lights mentioned in Rule 2, but if they do not carry them they shall be provided with the following lights:—

(*a*) Power-driven vessels of less than 40 tons, except as provided in section (*b*), shall carry:—

(i) In the forepart of the vessel, where it can best be seen, and at a height above the gunwale of not less than 9 feet, a bright white light constructed and fixed as prescribed in Rule 2 (*a*) (i) and of such a character as to be visible at a distance of at least 3 miles.

(ii) Green and red sidelights constructed and fixed as prescribed in Rule 2 (*a*) (iv) and (v), and of such a character as to be visible at a distance of at least 1 mile, or a combined lantern showing a green light and a red light from right ahead to 2 points (22½ degrees) abaft the beam on their respective sides. Such lantern shall be carried not less than 3 feet below the white light.

(*b*) Small power-driven boats, such as are carried by seagoing vessels, may carry the white light at a less height than 9 feet above the gunwale, but it shall be carried above the sidelights or the combined lantern mentioned in sub-section (*a*) (ii).

(*c*) Vessels of less than 20 tons, under oars or sails, except as provided in section (*d*), shall, if they do not carry the sidelights, carry where it can best be seen a lantern showing a green light on one side and a red light on the other, of such a character as to be visible at a distance of at least 1 mile, and so fixed that the green light shall not be seen on the port side, nor the red light on the starboard side. Where it is not possible to fix this light, it shall be kept ready for immediate use and shall be exhibited in sufficient time to prevent collision and so that the green light shall not be seen on the port side nor the red light on the starboard side.

(*d*) Small rowing boats, whether under oars or sail, shall only be required to have ready at hand an electric torch or a lighted lantern showing a white light, which shall be exhibited in sufficient time to prevent collision.

(*e*) The vessels and boats referred to in this Rule shall not be required to carry the lights or shapes prescribed in Rules 4 (*a*) and 11 (*e*).

Rule 8

(*a*) (i) Sailing pilot-vessels, when engaged on their station on pilotage duty and not at anchor, shall not show the lights prescribed for

other vessels, but shall carry a white light at the masthead visible all round the horizon at a distance of at least 3 miles, and shall also exhibit a flare-up light or flare-up lights at short intervals, which shall never exceed 10 minutes.

(ii) On the near approach of or to other vessels they shall have their sidelights lighted ready for use and shall flash or show them at short intervals, to indicate the direction in which they are heading, but the green light shall not be shown on the port side, nor the red light on the starboard side.

(iii) A sailing pilot-vessel of such a class as to be obliged to go alongside of a vessel to put a pilot on board may show the white light instead of carrying it at the masthead and may, instead of the sidelights above mentioned, have at hand ready for use a lantern with a green glass on the one side and a red glass on the other to be used as prescribed above.

(*b*) A power-driven pilot-vessel when engaged on her station on pilotage duty and not at anchor shall, in addition to the lights and flares required for sailing pilot-vessels, carry at a distance of 8 feet below her white masthead light a red light visible all round the horizon at a distance of at least 3 miles, and also the sidelights required to be carried by vessels when under way. A bright intermittent all round white light may be used in place of a flare.

(*c*) All pilot-vessels, when engaged on their stations on pilotage duty and at anchor, shall carry the lights and show the flares prescribed in sections (*a*) and (*b*), except that the sidelights shall not be shown. They shall also carry the anchor light or lights prescribed in Rule 11.

(*d*) All pilot-vessels, whether at anchor or not at anchor, shall, when not engaged on their stations on pilotage duty, carry the same lights as other vessels of their class and tonnage.

Rule 9

(*a*) Fishing vessels when not fishing shall show the lights or shapes prescribed for similar vessels of their tonnage. When fishing they shall show only the lights or shapes prescribed by this Rule, which lights or shapes, except as otherwise provided, shall be visible at a distance of at least 2 miles.

(*b*) Vessels fishing with trolling (towing) lines, shall show only the lights prescribed for a power-driven or sailing vessel under way as may be appropriate.

(*c*) Vessels fishing with nets or lines, except trolling (towing) lines, extending from the vessel not more than 500 feet horizontally into the seaway shall show, where it can best be seen, one all round white

60602 O - 56(Part 2) - 97

light and in addition, on approaching or being approached by another vessel, shall show a second white light at least 6 feet below the first light and at a horizontal distance of at least 10 feet away from it (6 feet in small open boats) in the direction in which the outlying gear is attached. By day such vessels shall indicate their occupation by displaying a basket where it can best be seen; and if they have their gear out while at anchor, they shall, on the approach of other vessels, show the same signal in the direction from the anchor ball towards the net or gear.

(*d*) Vessels fishing with nets or lines, except trolling (towing) lines, extending from the vessel more than 500 feet horizontally into the seaway shall show, where they can best be seen, three white lights at least 3 feet apart in a vertical triangle visible all round the horizon. When making way through the water, such vessels shall show the proper coloured sidelights but when not making way they shall not show them. By day they shall show a basket in the forepart of the vessel as near the stem as possible not less than 10 feet above the rail; and, in addition, where it can best be seen, one black conical shape, apex upwards. If they have their gear out while at anchor they shall, on the approach of other vessels, show the basket in the direction from the anchor ball towards the net or gear.

(*e*) Vessels when engaged in trawling, by which is meant the dragging of a dredge net or other apparatus along or near the bottom of the sea, and not at anchor:—

(i) If power-driven vessels, shall carry in the same position as the white light mentioned in Rule 2 (*a*) (i) a tri-coloured lantern, so constructed and fixed as to show a white light from right ahead to 2 points (22½ degrees) on each bow, and a green light and a red light over an arc of the horizon from 2 points (22½ degrees) on each bow to 2 points (22½ degrees) abaft the beam on the starboard and port sides, respectively; and not less than 6 nor more than 12 feet below the tri-coloured lantern a white light in a lantern, so constructed as to show a clear, uniform, and unbroken light all round the horizon. They shall also show the stern light specified in Rule 10 (*a*).

(ii) If sailing vessels, shall carry a white light in a lantern so constructed as to show a clear, uniform, and unbroken light all round the horizon, and shall also, on the approach of or to other vessels show, where it can best be seen, a white flare-up light in sufficient time to prevent collision.

(iii) By day, each of the foregoing vessels shall show, where it can best be seen, a basket.

(*f*) In addition to the lights which they are by this Rule required to show vessels fishing may, if necessary in order to attract attention of approaching vessels, show a flare-up light. They may also use working lights.

(*g*) Every vessel fishing, when at anchor, shall show the lights or shape specified in Rule 11 (*a*), (*b*) or (*c*); and shall, on the approach of another vessel or vessels, show an additional white light at least 6 feet below the forward anchor light and at a horizontal distance of at least 10 feet away from it in the direction of the outlying gear.

(*h*) If a vessel when fishing becomes fast by her gear to a rock or other obstruction she shall in daytime haul down the basket required by sections (*c*), (*d*) or (*e*) and show the signal specified in Rule 11 (*c*). By night she shall show the light or lights specified in Rule 11 (*a*) or (*b*). In fog, mist, falling snow, heavy rainstorms or any other condition similarly restricting visibility, whether by day or by night, she shall sound the signal prescribed by Rule 15 (*c*) (v), which signal shall also be used, on the near approach of another vessel, in good visibility.

NOTE.—*For fog signals for fishing vessels, see Rule* 15 (*c*) (ix).

Rule 10

(*a*) A vessel when under way shall carry at her stern a white light, so constructed that it shall show an unbroken light over an arc of the horizon of 12 points of the compass (135 degrees), so fixed as to show the light 6 points (67½ degrees) from right aft on each side of the vessel, and of such a character as to be visible at a distance of at least 2 miles. Such light shall be carried as nearly as practicable on the same level as the sidelights.

NOTE.—*For vessels engaged in towing or being towed, see Rules* 3 (*b*) *and* 5.

(*b*) In a small vessel, if it is not possible on account of bad weather or other sufficient cause for this light to be fixed, an electric torch or a lighted lantern shall be kept at hand ready for use and shall, on the approach of an overtaking vessel, be shown in sufficient time to prevent collision.

(*c*) A seaplane on the water when under way shall carry on her tail a white light, so constructed as to show an unbroken light over an arc of the horizon of 140 degrees of the compass, so fixed as to show the light 70 degrees from right aft on each side of the seaplane, and of such a character as to be visible at a distance of at least 2 miles.

Rule 11

(*a*) A vessel under 150 feet in length, when at anchor, shall carry in the forepart of the vessel, where it can best be seen, a white light

in a lantern so constructed as to show a clear, uniform, and unbroken light visible all round the horizon at a distance of at least 2 miles.

(*b*) A vessel of 150 feet or upwards in length, when at anchor, shall carry in the forepart of the vessel, at a height of not less than 20 feet above the hull, one such light, and at or near the stern of the vessel and at such a height that it shall be not less than 15 feet lower than the forward light, another such light. Both these lights shall be visible all round the horizon at a distance of at least 3 miles.

(*c*) Between sunrise and sunset every vessel when at anchor shall carry in the forepart of the vessel, where it can best be seen, one black ball not less than 2 feet in diameter.

(*d*) A vessel engaged in laying or in picking up a submarine cable or navigation mark, or a vessel engaged in surveying or underwater operations, when at anchor, shall carry the lights or shapes prescribed in Rule 4 (*c*) in addition to those prescribed in the appropriate preceding sections of this Rule.

(*e*) A vessel aground shall carry by night the light or lights prescribed in sections (*a*) or (*b*) and the two red lights prescribed in Rule 4 (*a*). By day she shall carry, where they can best be seen, three black balls, each not less than 2 feet in diameter, placed in a vertical line one over the other, not less than 6 feet apart.

(*f*) A seaplane on the water under 150 feet in length, when at anchor, shall carry, where it can best be seen, a white light, visible all round the horizon at a distance of at least 2 miles.

(*g*) A seaplane on the water 150 feet or upwards in length, when at anchor, shall carry, where they can best be seen, a white light forward and a white light aft, both lights visible all round the horizon at a distance of at least 3 miles; and, in addition, if the seaplane is more than 150 feet in span, a white light on each side to indicate the maximum span, and visible, so far as practicable, all round the horizon at a distance of 1 mile.

(*h*) A seaplane aground shall carry an anchor light or lights as prescribed in sections (*f*) and (*g*), and in addition may carry two red lights in a vertical line, at least 3 feet apart, so placed as to be visible all round the horizon.

Rule 12

Every vessel or seaplane on the water may, if necessary in order to attract attention, in addition to the lights which she is by these Rules required to carry, show a flare-up light or use a detonating or other efficient sound signal that cannot be mistaken for any signal authorised elsewhere under these Rules.

Rule 13

(*a*) Nothing in these Rules shall interfere with the operation of any special rules made by the Government of any nation with respect to additional station and signal lights for ships of war, for vessels sailing under convoy, or for seaplanes on the water; or with the exhibition of recognition signals adopted by shipowners, which have been authorised by their respective Governments and duly registered and published.

(*b*) Whenever the Government concerned shall have determined that a naval or other military vessel or waterborne seaplane of special construction or purpose cannot comply fully with the provisions of any of these Rules with respect to the number, position, range or arc of visibility of lights or shapes, without interfering with the military function of the vessel or seaplane, such vessel or seaplane shall comply with such other provisions in regard to the number, position, range or arc of visibility of lights or shapes as her Government shall have determined to be the closest possible compliance with these Rules in respect of that vessel or seaplane.

Rule 14

A vessel proceeding under sail, when also being propelled by machinery, shall carry in the daytime forward, where it can best be seen, one black conical shape, point upwards, not less than 2 feet in diameter at its base.

Rule 15

(*a*) A power-driven vessel shall be provided with an efficient whistle, sounded by steam or by some substitute for steam, so placed that the sound may not be intercepted by any obstruction, and with an efficient fog-horn, to be sounded by mechanical means, and also with an efficient bell. A sailing vessel of 20 tons or upwards shall be provided with a similar fog-horn and bell.

(*b*) All signals prescribed by this Rule for vessels under way shall be given:—

(i) by power-driven vessels on the whistle;
(ii) by sailing vessels on the fog-horn;
(iii) by vessels towed on the whistle or fog-horn.

(*c*) In fog, mist, falling snow, heavy rainstorms, or any other condition similarly restricting visibility, whether by day or night, the signals prescribed in this Rule shall be used as follows:—

(i) A power-driven vessel making way through the water, shall sound at intervals of not more than 2 minutes a prolonged blast.

(ii) A power-driven vessel under way, but stopped and making no way through the water, shall sound at intervals of not more than 2 minutes two prolonged blasts, with an interval of about 1 second between them.

(iii) A sailing vessel under way shall sound, at intervals of not more than 1 minute, when on the starboard tack one blast, when on the port tack two blasts in succession, and when with the wind abaft the beam three blasts in succession.

(iv) A vessel when at anchor shall at intervals of not more than 1 minute ring the bell rapidly for about 5 seconds. In vessels of more than 350 feet in length the bell shall be sounded in the forepart of the vessel, and in addition there shall be sounded in the after part of the vessel, at intervals of not more than 1 minute for about 5 seconds, a gong or other instrument, the tone and sounding of which cannot be confused with that of the bell. Every vessel at anchor may in addition, in accordance with Rule 12, sound three blasts in succession, namely, one short, one prolonged, and one short blast, to give warning of her position and of the possibility of collision to an approaching vessel.

(v) A vessel when towing, a vessel engaged in laying or in picking up a submarine cable or navigation mark, and a vessel under way which is unable to get out of the way of an approaching vessel through being not under command or unable to manœuvre as required by these Rules shall, instead of the signals prescribed in sub-sections (i), (ii) and (iii) sound, at intervals of not more than 1 minute, three blasts in succession, namely, one prolonged blast followed by two short blasts.

(vi) A vessel towed, or, if more than one vessel is towed, only the last vessel of the tow, if manned, shall, at intervals of not more than 1 minute, sound four blasts in succession, namely, one prolonged blast followed by three short blasts. When practicable, this signal shall be made immediately after the signal made by the towing vessel.

(vii) A vessel aground shall give the signal prescribed in sub-section (iv) and shall, in addition, give three separate and distinct strokes on the bell immediately before and after each such signal.

(viii) A vessel of less than 20 tons, a rowing boat, or a seaplane on the water, shall not be obliged to give the above-mentioned signals, but if she does not, she shall make some other efficient sound signal at intervals of not more than 1 minute.

(ix) A vessel when fishing, if of 20 tons or upwards, shall at intervals of not more than 1 minute, sound a blast, such blast to be followed by ringing the bell; or she may sound, in lieu of these signals, a blast consisting of a series of several alternate notes of higher and lower pitch.

Rule 16

Speed to be moderate in fog, &c.

(*a*) Every vessel, or seaplane when taxi-ing on the water, shall, in fog, mist, falling snow, heavy rainstorms or any other condition similarly restricting visibility, go at a moderate speed, having careful regard to the existing circumstances and conditions.

(*b*) A power-driven vessel hearing, apparently forward of her beam, the fog-signal of a vessel the position of which is not ascertained, shall, so far as the circumstances of the case admit, stop her engines, and then navigate with caution until danger of collision is over.

PART C.—STEERING AND SAILING RULES

Preliminary

1. *In obeying and construing these Rules, any action taken should be positive, in ample time, and with due regard to the observance of good seamanship.*

2. *Risk of collision can, when circumstances permit, be ascertained by carefully watching the compass bearing of an approaching vessel. If the bearing does not appreciably change, such risk should be deemed to exist.*

3. *Mariners should bear in mind that seaplanes in the act of landing or taking off, or operating under adverse weather conditions, may be unable to change their intended action at the last moment.*

Rule 17

When two sailing vessels are approaching one another, so as to involve risk of collision, one of them shall keep out of the way of the other, as follows:—

(*a*) A vessel which is running free shall keep out of the way of a vessel which is close-hauled.

(*b*) A vessel which is close-hauled on the port tack shall keep out of the way of a vessel which is close-hauled on the starboard tack.

(*c*) When both are running free, with the wind on different sides, the vessel which has the wind on the port side shall keep out of the way of the other.

(*d*) When both are running free, with the wind on the same side the vessel which is to windward shall keep out of the way of the vessel which is to leeward.

(*e*) A vessel which has the wind aft shall keep out of the way of the other vessel.

Rule 18

(*a*) When two power-driven vessels are meeting end on, or nearly end on, so as to involve risk of collision, each shall alter her course to starboard, so that each may pass on the port side of the other. This Rule only applies to cases where vessels are meeting end on, or nearly end on, in such a manner as to involve risk of collision, and does not apply to two vessels which must, if both keep on their respective courses, pass clear of each other. The only cases to which it does apply are when each of two vessels is end on, or nearly end on, to the other; in other words, to cases in which, by day, each vessel sees the masts of the other in a line, or nearly in a line, with her own; and by night, to cases in which each vessel is in such a position as to see both the sidelights of the other. It does not apply, by day, to cases in which a vessel sees another ahead crossing her own course; or, by night, to cases where the red light of one vessel is opposed to the red light of the other or where the green light of one vessel is opposed to the green light of the other or where a red light without a green light or a green light without a red light is seen ahead, or where both green and red lights are seen anywhere but ahead.

(*b*) For the purposes of this Rule and Rules 19 to 29 inclusive, except Rule 20 (*b*), a seaplane on the water shall be deemed to be a vessel, and the expression "power-driven vessel" shall be construed accordingly.

Rule 19

When two power-driven vessels are crossing, so as to involve risk of collision, the vessel which has the other on her own starboard side shall keep out of the way of the other.

Rule 20

(*a*) When a power-driven vessel and a sailing vessel are proceeding in such directions as to involve risk of collision, except as provided in Rules 24 and 26, the power-driven vessel shall keep out of the way of the sailing vessel.

(*b*) A seaplane on the water shall, in general, keep well clear of all vessels and avoid impeding their navigation. In circumstances, however, where risk of collision exists, she shall comply with these Rules.

Rule 21

Where by any of these Rules one of two vessels is to keep out of the way, the other shall keep her course and speed. When, from any cause, the latter vessel finds herself so close that collision cannot be avoided by the action of the giving-way vessel alone, she also shall take such action as will best aid to avert collision (see Rules 27 and 29).

Rule 22

Every vessel which is directed by these Rules to keep out of the way of another vessel shall, if the circumstances of the case admit, avoid crossing ahead of the other.

Rule 23

Every power-driven vessel which is directed by these Rules to keep out of the way of another vessel shall, on approaching her, if necessary, slacken her speed or stop or reverse.

Rule 24

(*a*) Notwithstanding anything contained in these Rules, every vessel overtaking any other shall keep out of the way of the overtaken vessel.

(*b*) Every vessel coming up with another vessel from any direction more than 2 points (22½ degrees) abaft her beam, *i. e.* in such a position, with reference to the vessel which she is overtaking, that at night she would be unable to see either of that vessel's sidelights, shall be deemed to be an overtaking vessel; and no subsequent alteration of the bearing between the two vessels shall make the overtaking vessel a crossing vessel within the meaning of these Rules, or relieve her of the duty of keeping clear of the overtaken vessel until she is finally past and clear.

(*c*) If the overtaking vessel cannot determine with certainty whether she is forward of or abaft this direction from the other vessel, she shall assume that she is an overtaking vessel and keep out of the way.

Rule 25

(*a*) In a narrow channel every power-driven vessel when proceeding along the course of the channel shall, when it is safe and practicable, keep to that side of the fairway or mid-channel which lies on the starboard side of such vessel.

(*b*) Whenever a power-driven vessel is nearing a bend in a channel where a power-driven vessel approaching from the other direction cannot be seen, such vessel, when she shall have arrived within one-half mile of the bend, shall give a signal by one prolonged blast of her

whistle, which signal shall be answered by a similar blast given by any approaching power-driven vessel that may be within hearing around the bend. Regardless of whether an approaching vessel on the farther side of the bend is heard, such bend shall be rounded with alertness and caution.

Rule 26

All vessels not engaged in fishing shall, when under way, keep out of the way of any vessels fishing with nets or lines or trawls. This Rule shall not give to any vessel engaged in fishing the right of obstructing a fairway used by vessels other than fishing vessels.

Rule 27

In obeying and construing these Rules due regard shall be had to all dangers of navigation and collision, and to any special circumstances, including the limitations of the craft involved, which may render a departure from the above Rules necessary in order to avoid immediate danger.

PART D.—MISCELLANEOUS

Rule 28

(*a*) When vessels are in sight of one another, a power-driven vessel under way, in taking any course authorised or required by these Rules, shall indicate that course by the following signals on her whistle, namely:—

One short blast to mean "I am altering my course to starboard."
Two short blasts to mean "I am altering my course to port."
Three short blasts to mean "My engines are going astern."

(*b*) Whenever a power-driven vessel which, under these Rules, is to keep her course and speed, is in sight of another vessel and is in doubt whether sufficient action is being taken by the other vessel to avert collision, she may indicate such doubt by giving at least five short and rapid blasts on the whistle. The giving of such a signal shall not relieve a vessel of her obligations under Rules 27 and 29 or any other Rule, or of her duty to indicate any action taken under these Rules by giving the appropriate sound signals laid down in this Rule.

(*c*) Nothing in these Rules shall interfere with the operation of any special rules made by the Government of any nation with respect to the use of additional whistle signals between ships of war or vessels sailing under convoy.

Rule 29

Nothing in these Rules shall exonerate any vessel, or the owner, master or crew thereof, from the consequences of any neglect to carry lights or signals, or of any neglect to keep a proper look-out, or of the

neglect of any precaution which may be required by the ordinary practice of seamen, or by the special circumstances of the case.

Rule 30

Reservation of Rules for Harbours and Inland Navigation

Nothing in these Rules shall interfere with the operation of a special rule duly made by local authority relative to the navigation of any harbour, river, lake, or inland water, including a reserved seaplane area.

Rule 31

Distress Signals

When a vessel or seaplane on the water is in distress and requires assistance from other vessels or from the shore, the following shall be the signals to be used or displayed by her, either together or separately, namely:—

(*a*) A gun or other explosive signal fired at intervals of about a minute.

(*b*) A continuous sounding with any fog-signal apparatus.

(*c*) Rockets or shells, throwing red stars fired one at a time at short intervals.

(*d*) A signal made by radiotelegraphy or by any other signalling method consisting of the group ...———... in the Morse Code.

(*e*) A signal sent by radiotelephony consisting of the spoken word "Mayday."

(*f*) The International Code Signal of distress indicated by N. C.

(*g*) A signal consisting of a square flag having above or below it a ball or anything resembling a ball.

(*h*) Flames on the vessel (as from a burning tar barrel, oil barrel, &c.).

(*i*) A rocket parachute flare showing a red light.

The use of any of the above signals, except for the purpose of indicating that a vessel or a seaplane is in distress, and the use of any signals which may be confused with any of the above signals, is prohibited.

Note.—A radio signal has been provided for use by vessels in distress for the purpose of actuating the auto-alarms of other vessels and thus securing attention to distress calls or messages. The signal consists of a series of twelve dashes, sent in 1 *minute, the duration of each dash being* 4 *seconds, and the duration of the interval between two consecutive dashes* 1 *second.*

Rule 32

All orders to helmsmen shall be given in the following sense: right rudder or starboard to mean "put the vessel's rudder to starboard"; left rudder or port to mean "put the vessel's rudder to port."

Certified a true copy.
[SEAL]
LONDON

E. J. PASSANT.
Librarian and Keeper of the Papers for the Secretary of State for Foreign Affairs.

The British Chargé d'Affaires ad interim to the Secretary of State

No. 493
Ref: 7581/15/11/52

Her Majesty's Charge D'Affaires for the United Kingdom presents his compliments to the Secretary of State and has the honour to refer to his note No. 282 of 11th July, 1952, [1] dealing with the International Regulations for the Prevention of Collisions at Sea, 1948.

2. The International Conference on Safety of Life at Sea, 1948, approved the International Regulations for Preventing Collisions at Sea, 1948, and invited the United Kingdom Government, when substantial unanimity had been reached as to the acceptance of these Regulations, to fix the effective date for their application by the Governments which had agreed to accept them, not less than one year's notice of this date being given to all Governments.

3. Substantial unanimity on these Regulations has now been reached and, in accordance with the Conference's recommendation, Her Majesty's Government have fixed the 1st January 1954 as the date on and after which the revised Regulations should be applied by the Governments which have agreed to accept them.

4. A list of the countries that have so far agreed to accept the revised Regulations will be transmitted to you in due course.

BRITISH EMBASSY,
WASHINGTON, D. C.,
19th December, 1952.

[1] Not printed.

List of Countries Which Have Agreed To Accept Revised Regulations

Australia
Belgium
Brazil
Burma
Canada
Chile
Colombia
Denmark
Dominica
Ecuador
Egypt
Finland
France
Greece
Hungary
Iceland
India
Iraq
Ireland
Italy
Mexico
Netherlands
New Zealand
Nicaragua
Norway
Pakistan
Peru
Poland
Rumania
South Africa
Spain
Sweden
Turkey
Union of Soviet Socialist Republics
United Kingdom
United States of America [1]
Yugoslavia

December 29, 1952

[1] By Department of State note dated Oct. 26, 1951, the British Ambassador at Washington was notified as follows:

"The Government of the United States of America accepts the Regulations in question and is prepared to require its vessels to comply with them on and after such date as the Government of the United Kingdom and Northern Ireland fixes for the general coming into force of these Regulations."

Index

Page

Afghanistan:
- Emergency wheat aid 2941
- Technical cooperation 2012

Africa:
- French West Africa, General Agreement on Tariffs and Trade, first protocol of rectifications and modifications to schedules—
  - Annecy 2737
  - Geneva 2716
- Near East and Africa, promotion of economic development, provisions in economic assistance agreement, Israel 2309
- Union of South Africa. *See* South Africa, Union of.

Agriculture:
- Experiment station, El Salvador . 1566, 1570
- Technical cooperation—
  - Afghanistan 2014
  - Burma, estimated cost of economic development projects 2804
  - Colombia, natural resources development 1601
  - Egypt—
    - Joint Committee program 1716
    - Rural improvement 1763
  - Ethiopia 1457, 1459
  - Lebanon 1564
  - Liberia 1613
  - Nicaragua 2018
    - U. S. Foreign Agricultural Service assistance 2020

Air Missions, Services, Etc. *See* Aviation.

Aircraft:
- Claims, customs provisions in North Atlantic Treaty status of forces agreement 1802, 1814
- Double taxation, avoidance, relief—
  - Australia—
    - Gifts 2268
    - Income 2278, 2281
  - Belgium—
    - Income 1657
    - Profits 2030

Aircraft—Continued Page
- International recognition of rights, multilateral convention 1830

Alaska, Haines-Fairbanks oil pipeline installation, Canada 2224

Amami Islands, relinquishment in favor of Japan 2912

Amity and Economic Relations, treaty, Ethiopia 2134

Annecy Schedules to General Agreement on Tariffs and Trade, first protocol of rectifications and modifications . 2313, 2593

Antilles, Netherlands, training grants to Netherlands nationals, technical cooperation, Netherlands 2254

Arbitration Provisions:
- Air transport services, Cuba 2841
- Claims, North Atlantic Treaty status of forces agreement 1804, 1808
- Friendship, commerce, and navigation treaty, Japan 2067, 2080
- International Court of Justice functions—
  - Air transport services—
    - Japan 1956
    - Venezuela 1506
  - Amity and economic relations treaty, Ethiopia 2147
  - Economic aid, Spain 1912, 1920
  - Economic cooperation, guaranties—
    - Haiti 1548
    - Portugal 1598–1600

Army Mission, Honduras 2215

Audio-visual Program, economic development, estimated cost, Burma . . . 2804

Australia:
- Double taxation, avoidance, conventions—
  - Gifts 2264
  - Income 2274
- General Agreement on Tariffs and Trade, first protocol of rectifications and modifications to Geneva schedule . 2317

Page

Austria, General Agreement on Tariffs and Trade, Supplementary Concessions:
- Second protocol 1631
- Schedule XXXII 1637

Aviation:
- Air transport services—
  - Cuba 2837
  - Japan 1948
  - Netherlands 1610
  - South Africa, Union of 2205
  - Venezuela 1493
- Air travel, preferential rates, technical cooperation, Nicaragua 2027
- Aircraft. *See* Aircraft.
- Missions—
  - Air force—
    - Cuba 2200
    - Haiti 1465
    - Honduras 2212
  - Civil, Panama 1574
- Seaplanes, international regulations for preventing collisions at sea 2957

Banking Enterprises, rights of operation, treaty of friendship, commerce and navigation, Japan 2069

Bases, military, Philippines 1693

Belgian Congo, General Agreement on Tariffs and Trade, First Protocol of Rectifications and Modifications to Schedules:
- Geneva 2705
- Torquay 2744

Belgium:
- Double taxation, avoidance—
  - Income, convention 1647
  - Profits from operation of aircraft . . 2030
- General Agreement on Tariffs and Trade, first protocol of rectifications and modifications to schedules—
  - Annecy 2593
  - Geneva 2700
  - Torquay 2741
- International Courts of Tangier, magistrate, multilateral convention . . . 2888
- Mutual defense assistance 2260

Biologics and Pharmaceuticals, manufacture, estimated cost, economic development, Burma 2804

Bolivia, economic assistance 2297

Boyd-Roosevelt Highway, maintenance, Panama 2218

Page

Brazil, technical cooperation, industrial apprenticeship 1713

Bureau of International Whaling Statistics, functions, amendments to schedule to International Whaling Convention . 2180

Bureau of Public Roads, U. S. Department of Commerce, assistance in construction of Rama Road, Nicaragua . . . 1946, 1947

Burma, technical cooperation, economic development 2799

Canada:
- Communications facilities in Newfoundland 1474
- Defense, Haines-Fairbanks oil pipeline installation 2223
- Navigation, Loran stations in Newfoundland, transfer to Canada . . 2174

Cartel and Monopolistic Business Practices, discouragement, economic aid to Spain 1909

Cattle Vaccination Against Rinderpest, technical cooperation, Ethiopia . . . 1461, 1463

Chile, naval mission 2185

Civil Air Transport, Japan 1949

Civil Aviation Mission, Panama 1574

Claims Settlement Provisions:
- Air transport services, Netherlands . . 1611, 1612
- Aircraft rights, international recognition, multilateral convention . . . 1835
- Amami Islands, waiver of Japanese claims 2915
- Double taxation on income, avoidance—
  - Australia 2285
  - Belgium 1667

Economic aid, Spain 1911, 1912, 1920

Economic cooperation—
- Haiti 1548
- Portugal 1597

Haines-Fairbanks oil pipeline installation, Canada 2228

Military facilities in Spain, use of . . . 1901

Military mission, Nicaragua 2241

Mutual defense assistance, Saudi Arabia 1485

Return to Germany of naval vessels allocated to U. S. by Tripartite Naval Commission, agreement with Germany 2817

Page

Claims Settlement Provisions—Con.
- Status of forces, North Atlantic Treaty, multilateral 1802

Coast Guard, U. S., transfer to Canada of Loran stations in Newfoundland . 2174

Coasting Trade Provisions:
- Amity and economic relations treaty, Ethiopia 2145
- Friendship, commerce and navigation treaty, Japan 2078

Collisions at Sea, international regulations for preventing 2956

Colombia, agricultural and natural resources development, technical cooperation 1601

Commerce:
- Amity and economic relations treaty provisions, Ethiopia 2145
- Friendship, commerce and consular rights, Finland 2047
- Friendship, commerce and navigation, Japan 2063
- Trade. *See* Trade.
- U. S. Department of Commerce, Bureaus. *See* United States Department of Commerce.

Communications:
- Facilities in Newfoundland, defense, Canada 1474
- International enterprises, rights of operation, treaty of friendship, commerce and navigation, Japan . 2070, 2082
- Radio. *See* Radio.
- Technical cooperation program, Lebanon 1564
- Telephone and telegraph facilities for Haines-Fairbanks oil pipeline installation, Canada 2228

Consular Rights, friendship, and commerce, protocol, Finland 2047

Conventions:
- Australia, double taxation, avoidance—
  - Gifts 2264
  - Income 2274
- Belgium, avoidance of double taxation . 1647
- Multilateral—
  - Aircraft rights, international recognition 1830
  - International Courts of Tangier Zone, reorganization 2861

Page

Copyright Provisions:
- Double taxation on gifts, avoidance, Australia 2269
- Economic aid to Spain 1926

Criminal Jurisdiction Provisions:
- Administrative agreement with Japan, amendment 1846
- Amami Islands, agreement for relinquishment to Japan 2916
- Amity and economic relations treaty, Ethiopia 2165, 2167
- North Atlantic Treaty status of forces, multilateral 1798
- United Nations forces in Japan, multilateral 2766

Cuba:
- Air force mission 2200
- Air transport services 2837
- General Agreement on Tariffs and Trade, first protocol of rectifications and modifications to schedules—
  - Annecy 2594
  - Geneva 2329
  - Torquay 2666
- Naval mission 1697
- Weather stations 1705

Customs Provisions:
- Air transport services—
  - Cuba 2839, 2840
  - Japan 1951, 1952
  - Venezuela 1500
- Amity and economic relations treaty, Ethiopia . . 2138, 2144, 2145, 2169, 2171
- Economic assistance, Israel 2311
- Friendship, commerce and navigation, Japan 2074, 2078
- Military facilities in Greece 2194
- Military missions—
  - El Salvador 1584
  - Nicaragua 2243
- Mutual defense assistance—
  - Philippines 1684, 1685, 1689
  - Saudi Arabia 1484, 1486
  - Spain 1882, 1883, 1888
- North Atlantic Treaty status of forces, multilateral treaty . . . 1810, 1812, 1816
- Offshore procurement and other foreign aid programs, Yugoslavia . . 2209, 2211
- Public health and disease control program, Saudi Arabia 1784
- Relief supplies and packages, duty-free entry, Iran 2809

60602 O - 56(Part 2) - 98

Customs Provisions—Continued — Page
- Technical cooperation—
  - Burma . . . 2803
  - Colombia . . . 1603
  - Egypt—
    - Agriculture, forestry, and fisheries . 1723
    - Education . . . 1740
    - Public health . . . 1935
    - Public works development . . . 1753
    - Rural improvement . . . 1768
  - Liberia—
    - Agriculture . . . 1619
    - Education . . . 1628
  - Nicaragua . . . 2027
  - Pakistan . . . 1480, 2807
  - Panama . . . 2008, 2009
- Weather stations, Cuba . . . 1708

Defense:
- Amami Islands, Nansei Shoto Islands, provisions in agreement with Japan . . . 2935, 2938, 2939
- Communications facilities in Newfoundland, Canada . . . 1474
- Economic aid, Spain . . . 1910
- Haines-Fairbanks oil pipeline installation, Canada . . . 2223
- Military facilities—
  - Greece . . . 2189
  - Spain . . . 1895
- Mutual defense assistance. *See* Mutual Defense Assistance.
- Tax relief for offshore procurement and other foreign aid programs, Yugoslavia . . . 2208

Denmark:
- General Agreement on Tariffs and Trade, first protocol of rectifications and modifications to schedules—
  - Annecy . . . 2647
  - Torquay . . . 2679
- Trade-mark registration . . . 2040

Disease Control:
- Nicaragua, cooperative agricultural program . . . 2021
- Panama, cooperative health, welfare, and housing program . . . 2952
- Saudi Arabia, quarantine services . . . 1781

Distress Signals, international regulations for preventing collisions at sea . . . 2973

Double Taxation. *See* Taxation, Double, Avoidance.

Page

Economic Aid, Spain . . . 1903

Economic Assistance:
- Bolivia . . . 2297
- Israel . . . 2308
- Pakistan . . . 2805

Economic Cooperation. *See also* Technical Cooperation.
- France . . . 2036
- Haiti . . . 1546
- Portugal—
  - Allocation of local currency . . . 1437
  - Guaranties . . . 1596
- United Kingdom . . . 1528, 1532

Economic Development:
- Commission, Liberian-U. S., participation in technical cooperation, Liberia . . . 1614, 1617, 1623, 1626
- Fund, Jordan program . . . 1551
- Program, technical cooperation, Burma. 2799

Economic Relations and Amity, treaty, Ethiopia . . . 2134

Education:
- Activities of nationals and companies, provisions in treaty of friendship, commerce and navigation, Japan . 2070, 2071
- Cooperative programs—
  - Afghanistan, technical assistance . . 2014
  - Burma, estimated cost of projects . . 2804
  - Egypt—
    - Program of education . . . 1733
    - Rural improvement, vocational schools . . . 1763
  - Ethiopia—
    - Agriculture . . . 1457
    - Science . . . 1448, 1451
  - Lebanon . . . 1564
  - Liberia . . . 1622
  - Panama, health, welfare, and housing . . . 2952
  - Saudi Arabia, training center for health workers . . . 1783
- Double taxation on income from teaching, avoidance, Australia . . . 2283
- U. S. Educational Foundations—
  - India . . . 2288
  - Thailand . . . 1471

Egypt, Technical Cooperation:
- Agriculture, forestry, and fisheries . . 1716
- Education . . . 1733
- Public health program . . . 1928

Egypt, Technical Cooperation—Con. Page
Public works development 1746
Rural improvement 1761
El Salvador:
Agricultural experiment station . . 1566, 1570
U. S. army mission 1579
Emergency Wheat Aid:
Afghanistan 2941
Jordan 2292
Pakistan 1642
Engineering, Technical and Artisan Education, economic development, estimated cost, Burma 2804
Eritrea, application of technical cooperation, Ethiopia 1443
Education programs—
Agriculture 1457
Science 1448
Ethiopia:
Amity and economic relations treaty . 2134
Technical cooperation—
Agriculture 1459
Education 1451
Eritrea, application to 1443
Agricultural education 1457
Technical and science education . 1448
Water resources development, well drilling 1524
Excise Tax Provisions:
Air transport services, Japan 1951
Technical cooperation—
Colombia 1603
Nicaragua 2027
Panama 2008

Films, cinematographic, screen quota regulations, provisions in treaty of friendship, commerce and navigation, Japan 2083
Finland, friendship, commerce and consular rights, protocol 2047
Fisheries Provisions. *See also* Whaling.
Amity and economic relations treaty, Ethiopia 2144, 2145
Friendship, commerce and navigation treaty, Japan 2075, 2078
Technical cooperation—
Egypt 1716
Lebanon 1564
Liberia 1615
Fishing Vessels, international regulations for preventing collisions at sea . . . 2963, 2969, 2972

Flood Control and Irrigation, economic development, estimated cost, Burma .. Page 2804
Fog Signals, international regulations for preventing collisions at sea 2967
Force Majeure, provisions, U. S. army mission to El Salvador 1582
Foreign Agricultural Service, U. S. Department of Agriculture, assistance in technical cooperation program, Nicaragua 2020
Forestry Provisions, Technical Cooperation:
Burma, estimated cost of project . . . 2804
Egypt 1716
Lebanon 1564
Liberia 1615
Nicaragua 2021
France:
Economic cooperation 2036
General Agreement on Tariffs and Trade, first protocol of rectifications and modifications to schedules—
Annecy 2735
Geneva 2706
Torquay 2745
International Courts of Tangier Zone, reorganization, multilateral . . . 2861
Magistrates 2888, 2890
Relations of French Zone 2887
Friendship, Commerce and Consular Rights, protocol, Finland 2047
Friendship, Commerce and Navigation, treaty, Japan 2063

General Agreement on Tariffs and Trade:
Declaration on the continued application of schedules 2755
First protocol of rectifications and modifications to schedules 2313
Annecy 2593
Geneva 2317
Torquay 2661
Second protocol of supplementary concessions (Austria and Federal Republic of Germany) 1631
Germany:
General Agreement on Tariffs and Trade—
First protocol of rectifications and modifications to Torquay schedule 2753

Germany—Continued Page
General Agreement, etc.—Continued
Second protocol of supplementary concessions 1631
Schedule XXXIII 1641
Return of naval vessels allocated to U. S. by Tripartite Naval Commission 2815
Lists of vessels 2821, 2836
Gifts, avoidance of double taxation, Australia 2264
Greece:
Defense, military facilities 2189
General Agreement on Tariffs and Trade, first protocol of rectifications and modifications to schedules—
Annecy 2739
Torquay 2751

Haines-Fairbanks Oil Pipeline, installation, Canada 2223
Haiti:
Economic cooperation, guaranties . . . 1546
U. S. missions—
Air force 1465
Naval 1468
Health and Sanitation, Cooperative Programs:
Afghanistan, technical assistance . . . 2014
Burma, estimated cost of environment sanitation project 2804
Egypt—
Public health program 1928
Rural improvement 1763
Lebanon 1564
Panama—
Financial contributions, additional . 2946
Health, welfare, and housing program 2951
Peru 2907
Saudi Arabia, disease control and quarantine services 1781
Helmand Valley Development, technical cooperation, Afghanistan . . . 2014, 2016
Highways and Roads:
Boyd-Roosevelt, maintenance, Panama 2218
Rama Road, Nicaragua 1944
Honduras, U. S. Missions:
Air force 2212
Army 2215

Housing, health, and welfare, cooperative program, Panama . . . . . Page 2951
Hydro-Electric Power Development, public works program, Egypt 1748

Importation and Exportation:
Customs. *See* Customs Provisions.
Excise tax. *See* Excise Tax Provisions.
Import orders, supplies, etc., procedure, military bases, Philippines 1694
Income, Avoidance of Double Taxation:
Australia 2274
Belgium 1647
India:
General Agreement on Tariffs and Trade, first protocol of rectifications and modifications to schedules—
Annecy 2598
Torquay 2674
U. S. educational foundation 2288
Indonesia:
General Agreement on Tariffs and Trade, first protocol of rectifications and modifications to Geneva schedule 2589
Mutual aid settlement, release of Netherlands obligations on behalf of Indonesia, multilateral 1557
Industry:
Amity and economic relations treaty provisions, Ethiopia 2139, 2141
Cooperative programs for development—
Afghanistan, technical assistance . . 2014
Brazil, industrial apprenticeship training program 1713
Burma, estimated cost of economic development projects 2804
Egypt, rural improvement 1763
Lebanon, industry and tourism . . . 1564
Double taxation on profits, avoidance, Australia 2278, 2279
Information, Exchange of:
Double taxation on income, avoidance—
Australia 2285
Belgium 1664, 1666
Patent rights and technical information, mutual defense assistance—
Philippines 1686, 1690
Spain 1881
Publicity. *See* Publicity Provisions.
Weather stations, Cuba 1706

Insect Control, Technical Cooperation: Page
Burma, estimated cost of project . . . 2804
Egypt, plant pest and disease control . 1718
Panama, health, welfare, and housing . 2952
Institute of Inter-American Affairs, Cooperative Programs:
Nicaragua, agriculture 2020
Panama—
Health and sanitation 2947
Special technical services 2002
Peru, health and sanitation 2908
International Committee of the Red Cross, functions in disposition of certain accounts in Thailand under Treaty of Peace with Japan 1779
International Court of Justice Arbitration Provisions:
Air transport services—
Japan 1956
Venezuela 1506
Amity and economic relations treaty, Ethiopia 2147
Economic aid, Spain 1912, 1920
Economic cooperation, guaranties—
Haiti 1546
Portugal 1598, 1600
Friendship, commerce and navigation treaty, Japan 2080
International Courts of the Tangier Zone, reorganization, multilateral convention 2861
International Monetary Fund, Exchange Rates:
Burma, economic development 2801
Egypt, technical cooperation—
Agriculture, forestry and fisheries . . 1720
Education 1737
Public health 1932
Public works development 1750
Rural improvement 1765
Ethiopia, amity and economic relations treaty 2143
Israel, economic assistance 2309
Japan, friendship, commerce and navigation treaty 2073
Spain, economic aid 1914, 1926
International Recognition of Rights in Aircraft, multilateral convention . . 1830
International Regulations for Preventing Collisions at Sea, multilateral 2956
International Whaling Commission, amendments to schedule to International Whaling Convention . . . . [redacted]

Inventions. *See* Patent Provisions; Trade-Mark Provisions. Page
Iran, relief supplies and packages, duty-free entry and free inland transportation 2809
Irrigation and Flood Control, economic development, estimated cost, Burma . 2804
Israel, economic assistance 2308
Italy:
General Agreement on Tariffs and Trade, first protocol of rectifications and modifications to schedules—
Annecy 2740
Torquay 2752
International Courts of Tangier, magistrate, multilateral convention . . 2888

Japan:
Air transport services 1948
Amami Islands, relinquishment by U. S. 2912
Claims settlement 2915
Criminal jurisdiction 2916
Defense 2935, 2938, 2939
Location of islands 2918
Outstanding debts 2940
Postal system 2914
Ryukyu Islands property 2914
Treaties, conventions, agreements, applicability to Amami Islands . 2916
Weather observations, station at Naze 2914
Assets in Thailand, disposition under article 16 of Treaty of Peace, multilateral 1778
Criminal jurisdiction, amendment of administrative agreement 1846
Friendship, commerce and navigation, treaty 2063
Training program in U. S. for Japanese national safety force officers . . . 1541
United Nations forces in Japan, criminal jurisdiction, multilateral protocol . 2766
Joint Board on Defence, Permanent. *See* Permanent Joint Board on Defence.
Joint Committees, Egyptian-American:
Agriculture, forestry and fisheries development 1719
Education 1735
Public Health 1930
Public works development 1749

Page

Joint Liberian-United States Commission for Economic Development, participation in technical cooperation, Liberia 1614, 1617, 1618, 1623, 1626
Jordan:
Emergency wheat aid 2292
Technical cooperation 1551
Jurists, International Courts of Tangier Zone 2890, 2891

Land Tenure and Land Classification, Rural Credit, economic development, estimated cost, Burma 2804
Leather, modification of U. S. schedule, Torquay Protocol, General Agreement on Tariffs and Trade 2678
Lebanon, technical cooperation 1563
Liberia, Technical Cooperation:
Agriculture 1613
Education 1622
Lights, signal, etc., international regulations for preventing collisions at sea . 2957
Livestock Production, Management:
Egypt, technical cooperation 1718
Nicaragua, cooperative agricultural program 2021
Locust Control Program, technical cooperation, Ethiopia 1461, 1463
Loran Stations in Newfoundland, transfer to Canada 2174
Luxembourg, General Agreement on Tariffs and Trade, First Protocol of Rectifications and Modifications to Schedules:
Annecy 2593
Geneva 2700
Torquay 2741

Madagascar, General Agreement on Tariffs and Trade, First Protocol of Rectifications and Modifications to Schedules:
Annecy 2738
Geneva 2725
Magistrates, International Courts of Tangier Zone 2888
Maritime Provisions. *See* Vessels.
Medical Center, economic development, estimated cost, Burma 2804
Meteorology. *See* Weather Stations.
Mexico, weather stations 1700

Page

Military Assistance:
Advisory Group, Saudi Arabia 1482
Mutual defense. *See* Mutual Defense Assistance.
Military Bases, Philippines 1693
Military Facilities, Use for Defense Purposes:
Greece 2189
Spain 1895
Military Missions. *See* Missions.
Military Post Offices, U. S., provisions for use and operation, defense, Greece. . 2198
Military Vessels, international regulations for preventing collisions at sea . . . 2967
Mining, rights to engage in, provisions in treaty of friendship, commerce and navigation, Japan. 2082
Missions:
Air force—
Cuba 2200
Haiti 1465
Honduras 2212
Army—
El Salvador 1579
Honduras 2215
Civil aviation, Panama 1574
Economic, Spain 1919
Military, Nicaragua 2238
Military training, Saudi Arabia . . . 1482
Naval—
Chile 2185
Cuba 1697
Haiti 1468
Monetary Exchange Provisions:
Exchange restrictions, treaty of friendship, commerce and navigation, Japan 2073
International Monetary Fund rates. *See* International Monetary Fund, Exchange Rates.
Morocco, International Courts of Tangier Zone, reorganization, multilateral convention 2861
Moslems, Provisions Respecting:
Jurists, service as advisers, International Courts of Tangier, provisions in multilateral convention . . . 2890, 2891
Pilgrims passing through Jidda, quarantine services, disease control program, Saudi Arabia 1781
Multilateral Treaties and Agreements:
Aircraft rights, international recognition 1830

Multilateral Treaties, etc.—Continued Page
Certain accounts in Thailand, disposition under Treaty of Peace with Japan, United Kingdom and Thailand . . 1778
General Agreement on Tariffs and Trade—
Declaration on the continued application of schedules 2755
First protocol of rectifications and modifications to schedules . . . 2313
Annecy 2593
Geneva 2317
Torquay 2661
Second protocol of supplementary concessions (Austria and Federal Republic of Germany) 1631
International Courts of Tangier Zone, reorganization, multilateral convention 2861
International regulations for preventing collisions at sea 2956
Mutual aid settlement, release of Netherlands obligations on behalf of Indonesia 1557
North Atlantic Treaty, status of forces . 1792
Sugar, regulation of production and marketing, protocol 2056
United Nations forces in Japan, criminal jurisdiction, protocol 2766
Whaling, amendments to schedule to International Whaling Convention . 2179
Mutual Aid Settlement, Netherlands and Indonesia, release of Netherlands obligations on behalf of Indonesia . . 1557
Mutual Defense Assistance:
Belgium 2260
Philippines 1682
Saudi Arabia, U. S. Military Assistance Advisory Group 1482
Spain 1876
Tax relief annex 1887
Mutual Security Guaranties, economic aid, Spain 1910

Nansei Shoto Islands, defense, provisions in Amami Islands agreement with Japan 2935, 2938, 2939
Natural Resources Development:
Activities of aliens, provisions in treaty of friendship, commerce and navigation, Japan 2069

Natural Resources Development—Con. Page
Cooperative programs—
Afghanistan 2014
Colombia 1601
Egypt 1748
Lebanon 1564
Income from operation of mines, quarries, etc., avoidance of double taxation, Belgium 1658
Water resources. *See* Water Resources Development.
Naval Missions:
Chile 2185
Cuba 1697
Haiti 1468
Navigation:
Aerial. *See* Aviation.
Commerce and navigation provisions in amity and economic relations treaty, Ethiopia 2145
Friendship, commerce and navigation treaty, Japan 2063
Loran stations in Newfoundland, transfer to Canada 2174
Maritime provisions. *See* Vessels.
Near East and Africa, promotion of economic development, provisions in economic assistance agreement, Israel . . 2309
Netherlands:
Air transport services, nonassertion of sovereign immunity from suit . . 1610
General Agreement on Tariffs and Trade, first protocol of rectifications and modifications to schedules—
Annecy 2593
Geneva 2700
Torquay 2741
International Courts of Tangier, magistrate, multilateral convention . . . 2888
Mutual aid settlement, release of Netherlands obligations on behalf of Indonesia, multilateral 1557
Technical cooperation, training grants . 2254
New Caledonia, General Agreement on Tariffs and Trade, First Protocol of Rectifications and Modifications to Schedules:
Geneva 2728
Torquay 2750

New Guinea, General Agreement on Tariffs and Trade, First Protocol of Rectifications and Modifications to Schedules: Page
Annecy 2593
Geneva 2325
Newfoundland:
Communications facilities, defense agreement, Canada 1474
Loran stations in, transfer to Canada . . 2174
Nicaragua:
Military mission 2238
Rama Road 1944
Technical cooperation, agriculture . . . 2018
North Atlantic Treaty, status of forces, multilateral 1792

Oceania, French Establishments in, General Agreement on Tariffs and Trade, First Protocol of Rectifications and Modifications to Schedules:
Geneva 2721
Torquay 2750
Offshore Procurement and Other Foreign Aid Programs, tax relief, Yugoslavia . 2208
Oil Pipeline Installation, Haines-Fairbanks, Canada 2223

Pakistan:
Emergency wheat aid 1642
General Agreement on Tariffs and Trade, first protocol of rectifications and modifications to schedules—
Annecy 2599
Geneva 2368
Technical cooperation 1478, 2805
Panama:
Boyd-Roosevelt Highway, maintenance 2218
Civil aviation mission 1574
Cooperative programs—
Health and sanitation 2946
Health, welfare, and housing 2951
Special technical services 1999
Passport Provisions:
Air transport services, Cuba 2840
North Atlantic Treaty status of forces, exemption from visa regulations . 1796
Patent Provisions:
Double taxation on gifts, avoidance, Australia 2269

Patent Provisions—Continued Page
Economic aid, Spain 1926
Friendship, commerce and navigation treaty, Japan 2071
Income from royalties, avoidance of double taxation, Belgium . . 1653, 1658
Mutual defense assistance—
Philippines 1686, 1690
Spain 1881
Permanent Joint Board on Defence, Functions:
Haines-Fairbanks pipeline, Canada 2224, 2225
Loran stations in Newfoundland, Canada 2177
Peru, health and sanitation 2907
Pharmaceuticals and Biologics, manufacture, economic development, estimated cost, Burma 2804
Philippines:
Military bases, procedures for import orders, supplies, etc 1693
Mutual defense assistance 1682
Pilgrims, Moslem, passing through Jidda, quarantine services, disease control program, Saudi Arabia 1781
Pipeline Installation, oil, Haines-Fairbanks, Canada 2223
Plant Disease and Insect Control, Technical Cooperation:
Burma, estimated cost of project . . . 2804
Egypt 1718
Portugal:
Economic cooperation 1437
Guaranties 1596
Magistrate, International Courts of Tangier, multilateral 2888
Post Offices, U. S. Military, provisions for use and operation, defense, Greece . 2198
Postal System in Amami Islands, financial obligations, provisions in agreement with Japan 2914
Property Provisions:
Amami Islands, return of property to Japan 2914, 2915
Friendship, commerce and navigation, Japan 2068, 2071
Public Health. *See* Health and Sanitation.
Public Utilities Enterprises, provisions in treaty of friendship, commerce and navigation, Japan 2069, 2082

Public Works Development: Page
Burma, estimated cost of project . . . 2804
Egypt, technical cooperation program . 1746
Publicity Provisions:
Aircraft rights, international recognition, multilateral convention . . . 1839
Amity and economic relations treaty, Ethiopia 2144, 2145
Economic aid, Spain 1918, 1919
Economic assistance—
Bolivia 2301
Israel 2311
Economic cooperation, United Kingdom 1535
Emergency wheat aid—
Afghanistan 2945
Jordan 2295
Pakistan 1645
Friendship, commerce and navigation treaty, Japan 2066, 2074, 2075
Mutual defense assistance—
Philippines 1686, 1691
Spain 1880
Training grants to Netherlands nationals, technical cooperation, Netherlands 2256, 2258
Puerto Rico, trade provisions in treaty of friendship, commerce and navigation, Japan 2083

Quarantine Provisions:
Air transport services, Cuba 2840
Public health and disease control program, Saudi Arabia 1781

Radio:
Codes, use by military advisory group, Saudi Arabia 1486
Distress signals, international regulations for preventing collisions at sea 2973
Radiosonde observation weather stations, equipment, etc.—
Cuba 1706
Mexico 1701, 1704
Rama Road, Nicaragua 1944
Raw Materials, mutual assistance, Philippines 1685, 1690
Rawinsonde and Pilot Balloon Observation Weather Stations, Cuba 1706
Red Cross, International Committee of, functions in disposition of certain accounts in Thailand under Treaty of Peace with Japan 1779
Refugees, relief and rehabilitation, provisions in economic assistance agreement, Israel 2309
Relief From Double Taxation. *See* Taxation, Double, Avoidance.
Relief Supplies and Packages, Iran . . . 2809
Rice Milling and Storage, estimated cost of economic development project, Burma 2804
Rinderpest Control, technical cooperation, Ethiopia 1461, 1463
Roads and Highways:
Boyd-Roosevelt Highway, maintenance, Panama 2218
Rama Road, Nicaragua 1944
Royalty Provisions. Double Taxation, Avoidance:
Australia 2282, 2283
Belgium 1652, 1658
Ruanda-Urundi, General Agreement on Tariffs and Trade, First Protocol of Rectifications and Modifications to Schedules:
Geneva 2705
Torquay 2744
Rural Improvement, Technical Cooperation:
Burma, estimated cost of project for rural credit, land tenure and land classification 2804
Egypt 1761
Lebanon 1564
Ryukyu Islands Property in Amami Islands, transfer to Japan 2914

Safety Force Officers, Japanese National, training program in U. S., Japan . . 1541
Salvage Provisions:
Maritime claims, North Atlantic Treaty status of forces agreement 1804
Shipwreck, stranding, etc., treaty of friendship, commerce and navigation, Japan 2078
Sanitation. *See* Health and Sanitation.
Saudi Arabia:
Mutual defense assistance, U. S. Military Assistance Advisory Group . 1482
Technical cooperation, public health and disease control 1781

Page

Scientific Education:
Burma, elementary and secondary, estimated cost of economic development project 2804
Ethiopia, technical cooperation . . 1448, 1451
Seed Improvement and Distribution, economic development, estimated cost, Burma 2804
Ships and Shipping. *See* Vessels.
Soil Conservation and Study, Technical Cooperation:
Egypt 1718
Nicaragua 2021
South Africa, Union of:
Air transport services 2205
General Agreement on Tariffs and Trade, first protocol of rectifications and modifications to schedules—
Geneva 2369
Torquay 2675
Spain:
Economic aid 1903
International Courts of Tangier Zone, reorganization, multilateral . . . 2861
Magistrates 2888, 2890
Relations of Spanish Zone 2887
Military facilities in, use of 1895
Mutual defense assistance 1876
Tax relief annex 1887
Status of Forces, North Atlantic Treaty, multilateral 1792
Strategic Materials, mutual assistance in raw materials, Philippines . . . 1685, 1690
Sugar, regulation of production and marketing, multilateral protocol 2056
Surinam, training grants to Netherlands nationals, technical cooperation, Netherlands 2255
Sweden:
General Agreement on Tariffs and Trade, first protocol of rectifications and modifications to schedules—
Annecy 2657
Torquay 2689
International Courts of Tangier, magistrate 2888

Tangier Zone, International Courts, reorganization, multilateral convention. 2861
Tariff. *See* Customs; Excise Tax; General Agreement on Tariffs and Trade.

Page

Tax Exemption Provisions:
Amity and economic relations treaty, Ethiopia 2138, 2139, 2142
Army mission, El Salvador 1583
Defense, military facilities, Greece . . 2194
Economic assistance, Israel 2311
Friendship, commerce and navigation treaty, Japan 2072, 2076, 2077
Military mission, Nicaragua . . . 2241, 2243
Mutual defense assistance—
Philippines 1684, 1689
Saudi Arabia 1484
Spain 1882, 1887
Offshore procurement and other foreign aid programs, tax relief, Yugoslavia 2208
Relief supplies and packages, duty-free entry, etc., Iran 2810
Status of forces, North Atlantic Treaty, multilateral 1810, 1812, 1816
Technical cooperation—
Colombia 1603
Liberia 1619, 1628
Nicaragua 2027
Pakistan 1480, 2807
Panama 2008, 2009
Taxation, Double, Avoidance:
Income—
Australia 2274
Belgium 1647
Profits from operation of aircraft, Belgium 2030
Taxes on gifts, Australia 2264
Technical Cooperation. *See also* Economic Cooperation; Institute of Inter-American Affairs.
Agriculture—
Colombia, natural resources development 1601
Egypt, forestry and fisheries 1716
Ethiopia 1459
Agricultural education, application to Eritrea 1457
Liberia 1613
Nicaragua 2018
Economic assistance, Pakistan 2805
Economic development, Burma . . . 2799
Education—
Egypt 1733
Ethiopia 1451
Eritrea, application to . . . 1448, 1457
Liberia 1622

Technical Cooperation—Continued Page
Extension projects—
Ethiopia, application to Eritrea . . 1443
Lebanon 1563
Pakistan 1478
Industrial apprenticeship training, Brazil 1713
Jordan program 1551
Public health programs—
Egypt 1928
Saudi Arabia, disease control 1781
Public works development, Egypt . . 1746
Rural improvement, Egypt 1761
Special services, Panama 1999
Technical assistance program, Afghanistan 2012
Training grants, Netherlands 2254
Water resources development, well drilling, Ethiopia 1524
Telecommunications:
Radio. *See* Radio.
Telephone and telegraph facilities, Haines-Fairbanks oil pipeline installation, Canada 2228
Thailand:
Certain accounts in, disposition under Treaty of Peace with Japan, multilateral 1778
U. S. Educational Foundation 1471
Torquay Schedules to General Agreement on Tariffs and Trade, first protocol of rectifications and modifications . 2313, 2661
Tourism, provisions in technical cooperation program, Lebanon 1564
Trade:
Amity and economic relations treaty provisions, Ethiopia 2139, 2142, 2144, 2145
Control provisions in agreements with Spain—
Economic aid 1909, 1912, 1925
Mutual defense assistance 1885
Economic development project, estimated cost, Burma 2804
Friendship, commerce and consular rights, protocol, Finland 2047
Friendship, commerce and navigation treaty, Japan 2063
GATT. *See* General Agreement on Tariffs and Trade.
Production and marketing of sugar, regulation, multilateral protocol . 2056

Trade-Mark Provisions: Page
Amity and economic relations treaty, Ethiopia 2142
Double taxation on gifts, avoidance, Australia 2269
Economic aid to Spain 1926
Friendship, commerce and navigation treaty, Japan 2071
Registration agreement, Denmark . . 2040
Training Grants to Netherlands Nationals, technical cooperation, Netherlands 2254
Training Program in U.S., Japanese national safety force officers, Japan . 1541
Treasury Department Functions, avoidance of double taxation on income, Belgium 1668
Treaties:
Australia, avoidance of double taxation—
Gifts, convention 2264
Income, convention 2274
Belgium, avoidance of double taxation, convention 1647
Ethiopia, amity and economic relations 2134
Finland, friendship, commerce and consular rights, protocol 2047
Japan, friendship, commerce and navigation 2063
Multilateral—
Aircraft rights, international recognition, convention 1830
North Atlantic Treaty, status of forces 1792
Sugar, regulation of production and marketing, protocol 2056
Tripartite Naval Commission, return of German naval vessels allocated to United States, agreement with Germany 2815
Tunisia, General Agreement on Tariffs and Trade, First Protocol of Rectifications and Modifications to Schedules:
Geneva 2733
Torquay 2750

Union of South Africa. *See* South Africa, Union of.

Page

United Kingdom:
Disposition of certain accounts in Thailand under Treaty of Peace with Japan, multilateral 1778
Economic cooperation 1528, 1532
General Agreement on Tariffs and Trade, first protocol of rectifications and modifications to schedules—
Annecy 2600
Geneva 2370
Torquay 2676
International Courts of Tangier, magistrate, multilateral convention . . 2888
Regulation of production and marketing of sugar, functions respecting notification of withdrawals from agreement, multilateral protocol . 2059
United Nations Forces in Japan, criminal jurisdiction, multilateral protocol . 2766
United States Coast Guard, transfer to Canada of Loran stations in Newfoundland 2174
United States Department of Agriculture, Foreign Agricultural Service, assistance in technical cooperation program, Nicaragua 2020
United States Department of Commerce:
Bureau of Public Roads, Rama Road, Nicaragua 1946, 1947
Weather Bureau functions in cooperative programs—
Cuba 1705
Mexico 1700
United States Department of the Treasury, functions, avoidance of double taxation on income, Belgium 1668
United States Educational Foundations:
India 2288
Thailand 1471
United States Military Assistance Advisory Group to Saudi Arabia . . . 1482
United States Military Post Offices, provisions for use and operation, defense, Greece 2198
United States Missions. *See* Missions.
United States Public Health Service, U. S. Quarantine Service, functions in public health and disease control program, Saudi Arabia 1784

Page

United States Schedule, General Agreement on Tariffs and Trade, first protocol of rectifications and modifications to Torquay schedule 2678

Vaccination Against Rinderpest, technical cooperation, Ethiopia 1461, 1463
Venezuela, air transport services 1493
Vessels:
Acquisition, provisions in friendship, commerce and consular rights protocol, Finland 2052
Double taxation, avoidance—
Australia—
Gifts 2268
Income 2278, 2281
Belgium, income 1656
Freedom of navigation, provisions in treaty of amity and economic relations, Ethiopia 2145
Friendship, commerce and navigation treaty, Japan—
Coasting trade 2078
Freedom of commerce and navigation 2077
Most-favored-nation treatment . 2077, 2084
Shipbuilding, water transport . . . 2069
Shipwreck, stranding, etc 2077
International regulations for preventing collisions at sea 2956
Maritime claims provisions in North Atlantic Treaty status of forces agreement 1802, 1814
Maritime or river navigation, preferential rates, cooperative agricultural program, Nicaragua 2027
Mutual defense assistance provisions, Philippines 1686, 1691
Return of German naval vessels allocated to U. S. by Tripartite Naval Commission, agreement with Germany 2815
Lists of vessels 2821, 2836
Veterinary Research, Training and Model Dairy, economic development, estimated cost, Burma 2804
Visas, exemption from regulations, North Atlantic Treaty status of forces . . . 1796
Vocational Education and Training:
Afghanistan, technical assistance . . . 2014
Egypt, rural improvement program . . 1763

Page

Water Resources Development. *See also* Natural Resources Development.
- Irrigation practices, agricultural program, Nicaragua 2021
- Public works program, Egypt 1746
- Rural improvement—
  - Egypt 1763
  - Lebanon 1564
- Water supply and sewage disposal, health, welfare, and housing program, Panama 2952
- Well drilling, technical cooperation, Ethiopia 1524

Weather Bureau. *See* United States Department of Commerce, Weather Bureau.

Weather Stations:
- Cuba 1705
- Japan, Amami Islands 2914
- Mexico 1700

Page

Welfare, health, and housing, cooperative program, Panama 2951

Whaling, amendments to schedule to International Whaling Convention . . 2179

Wheat Aid, Emergency:
- Afghanistan 2941
- Jordan 2292
- Pakistan 1642

World Health Organization (WHO), Participation in Technical Cooperation Health Programs:
- Egypt 1933
- Saudi Arabia 1781

Yugoslavia, defense, tax relief for offshore procurement and other foreign aid programs 2208