

Agreement between the United States of America and Sweden respecting the exchange of official publications. Effected by exchange of notes signed at Stockholm December 16, 1947; entered into force December 16, 1947.

December 16, 1947
[T. I. A. S. 1688]

The American Ambassador to the Swedish Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Stockholm, December 16, 1947

No. 15

EXCELLENCY:

I have the honor to refer to the conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of Sweden in regard to the exchange of official publications, and to inform Your Excellency that the Government of the United States of America agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which are indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.
2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of Sweden shall be the Royal Swedish Library.
3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Kingdom of Sweden by the Royal Swedish Library.
4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.
5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

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

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

H. FREEMAN MATTHEWS

His Excellency

ÖSTEN UNDÉN,
Minister for Foreign Affairs,
Stockholm.

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

ROYAL SWEDISH
MINISTRY FOR FOREIGN AFFAIRS

STOCKHOLM, *December 16, 1947.*

SIR,

With reference to your note of December 16, 1947, and to the conversations between representatives of the Government of the United States of America in regard to the exchange of official publications, I have the honor to inform you that the Government of Sweden agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which are indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.

2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of Sweden shall be the Royal Swedish Library.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Kingdom of Sweden by the Royal Swedish Library.

4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.

5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

The Government of Sweden 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 this note.

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

ÖSTEN UNDÉN

M. H. FREEMAN MATTHEWS,

*Ambassador Extraordinary and Minister Plenipotentiary
of the United States of America
etc. etc. etc.*

December 17, 1947
[T. I. A. S. 1689]

Agreement between the United States of America and the United Kingdom of Great Britain and Northern Ireland respecting the economic fusion of American and British zones of occupation in Germany, amending the agreement of December 2, 1946. Signed at Washington December 17, 1947; entered into force December 17, 1947.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AMENDING CERTAIN TERMS OF THE BIZONAL FUSION AGREEMENT SIGNED AT NEW YORK ON DECEMBER 2, 1946.

61 Stat., Pt. 3,
p. 2478.

WHEREAS paragraph 12 of the Bizonal Fusion Agreement signed at New York on December 2, 1946, provides for its amendment by mutual agreement,

AND WHEREAS the Government of the United Kingdom have requested the Government of the United States to take part in discussions with a view to revising, in the light of current international financial developments, the provisions of the Bizonal Fusion Agreement which relate to the division of responsibility for the payment for imports,

AND WHEREAS the Government of the United Kingdom have represented that they are unable to continue to make payments in dollars in respect of such imports,

AND WHEREAS it is the intention of the two Governments to develop, in that part of Germany which is subject to their jurisdiction, an economy which can be maintained without financial assistance from either Government,

AND WHEREAS the representatives of the two Governments have entered into and completed discussions regarding the revision of the terms of the Bizonal Fusion Agreement as requested by the Government of the United Kingdom,

IT HAS BEEN AGREED by the Government of the United States and the Government of the United Kingdom as follows:-

Financial Responsibility for the period ending December 31, 1948.

Category A goods
and services; U. K.
liability.

1 (a) The Government of the United Kingdom shall have no further liability to pay dollars for Category A goods and services imported into the United States and United Kingdom Zones of Occupation in Germany (hereinafter called the "Bizonal Area"). The liability of the Government of the United Kingdom to supply Category A goods and services shall, subject to the provision of the necessary appropriations, be discharged by the provision of:-

(i) all deliveries which may be made in the period November 1, 1947, to December 31, 1947 (to the estimated value of £3,500,000, approximately the equivalent of \$14,000,000), against commitments already undertaken by the Government of the United Kingdom for procurement from sterling area sources, together with such other sterling area purchases as the Government of the United Kingdom may be able to make for delivery within the period (to an estimated value of £1,000,000, approximately the equivalent of \$4,000,000); and

(ii) goods, services or sterling against commitments already undertaken by the Government of the United Kingdom for procurement of Category A supplies for the Bizonal Area from countries outside the sterling area to a total value of £4,000,000 (approximately the equivalent of \$16,000,000). (The Government of the United Kingdom shall pay for any such goods which can be delivered against sterling payment in the period November 1, 1947, to December 31, 1947, and any charges which may be involved in the cancellation of outstanding contracts and shall pay the balance of the sum mentioned above to the Joint Export-Import Agency in sterling); and

(iii) a sum of £4,250,000 (approximately the equivalent of \$17,000,000) in discharge of the obligations undertaken by the Government of the United Kingdom in accordance with the provisions of the Bizonal Fusion Agreement for the procurement for delivery after December 31, 1947, of Category A supplies for the Bizonal Area from countries outside the sterling area. (This sum shall be held by the Government of the United Kingdom and shall be used for the purchase of Category A supplies and services from the sterling area and shall be spent, with the agreement of the Joint Export-Import Agency, as and when it may be possible to purchase such supplies or services without involving a direct or indirect dollar drain upon the United Kingdom.); and

(iv) Category A goods from the sterling area during the calendar year 1948 and services to be rendered during the same period (as set forth in the Annex to the present Agreement) to the total value of £17,500,000 (approximately the equivalent of \$70,000,000).

(b) The services to be provided by the Government of the United Kingdom under the terms of the preceding sub-paragraph of this paragraph shall include the furnishing, so far as is practicable, of such ships as may be necessary to lift thirty-three complete cargoes allocated for shipment to the Bizonal Area from United States ports in the period November 1, 1947, to December 31, 1947, and the furnishing during the calendar year 1948 of a sufficient number of freight ships to lift twelve complete cargoes for the Bizonal Area each month from United States Atlantic and Gulf Coast ports; subject to market possibilities, such freight ships shall be chartered

Services to be provided by U. K.

for three consecutive voyages on Bizonal account or approximately for a period of six months.

Category A requirements to be provided by U. S.

(c) Subject to the provision of the necessary appropriations, the balance of the Category A requirements for the Bizonal Area in the period November 1, 1947, to December 31, 1948, shall be provided by the Government of the United States.

Account of contributions.

(d) It shall be the responsibility of the Joint Export-Import Agency to keep an account of the contributions made by the two Governments in accordance with the provisions of the preceding subparagraphs of this paragraph and to establish that the valuations placed on the goods and services so furnished are fair and reasonable.

Expenditure incurred for maintenance of forces, etc.

2. The financial liability of the two Governments under the present Agreement is exclusive of whatever expenditure may be incurred by either Government for the maintenance of forces of occupation and control staff for Germany.

Trade between the Bizonal Area and the Sterling Area.

3 (a) The Joint Export-Import Agency shall enter into immediate negotiations with representatives of the Government of the United Kingdom with a view to drawing up a plan to maximize trade in both directions between the Bizonal Area and the sterling area. The United States and British Military Governors in Germany shall co-operate with representatives of the Government of the United Kingdom for the purpose of meeting the needs of the United Kingdom for heavy steel scrap and timber to the greatest extent consistent with the requirements of the bizonal economy and conflicting demands for these products.

Payments.

(b) All trade between the Bizonal Area and the sterling area shall be conducted in sterling in both directions. From January 1, 1948, payments in respect of such trade shall be made in the following manner :-

(i) The Joint Foreign Exchange Agency shall open an account with the Bank of England to be known as "The Joint Foreign Exchange Agency No. 1 Account".

(ii) All payments to residents of the sterling area in respect of goods imported into the Bizonal Area, or services rendered on behalf of the Bizonal economy (other than goods or services provided by the Government of the United Kingdom from appropriated funds in accordance with the provisions of paragraph 1 (a) of the present Agreement) shall be made from the No. 1 Account.

(iii) Payment for all exports sold to residents of the sterling area, or services rendered to such residents, shall be paid into the No. 1 Account.

Transfers to No. 1 Account.

(iv) The Joint Foreign Exchange Agency shall, as and when it may be necessary, arrange that transfers be made from its

other accounts to the No. 1 Account to an amount sufficient to ensure that there is always a credit balance in its favor in the No. 1 Account. Any amounts so transferred may be withdrawn from the No. 1 Account when they are no longer required in order to maintain a credit balance in the Account.

(v) A statement showing the state of the No. 1 Account at the close of business on the last day of each of the months of March, June, September and December shall be rendered on the first day of business of the following calendar month by the Bank of England to the Joint Foreign Exchange Agency.

Statements of No. 1 Account.

(vi) If any such statement shows that, after deduction of the net amount of any transfers made in accordance with the provisions of clause (iv) above, there is a credit balance in the No. 1 Account in excess of £1,500,000, the Bank of England for account of the Government of the United Kingdom shall, against reimbursement from the No. 1 Account in sterling, make a payment of an amount equivalent to the excess, in United States dollars, to the account of the Joint Foreign Exchange Agency at the Federal Reserve Bank of New York.

Credit balance.

(vii) If any such statement of account shows that, after deduction of the net amount of any transfers made in accordance with the provisions of clause (iv) above, there is a debit balance in the No. 1 Account in excess of £1,500,000, the Joint Foreign Exchange Agency shall sell United States dollars to an amount equivalent to the excess to the Bank of England, for account of the Government of the United Kingdom, and the sterling proceeds of such sale shall be credited to the No. 1 Account.

Debit balance.

(viii) Provided that a credit balance is maintained in the No. 1 Account, transfers may be made from that Account to the other sterling accounts of the Joint Foreign Exchange Agency if necessary in order to maintain the minimum sterling balances required under the provisions of sub-paragraph (b) of paragraph 4 of the present Agreement.

Transfers from No. 1 Account.

Convertibility of sterling held by the Joint Foreign Exchange Agency.

4 (a) Notwithstanding the provisions of paragraph 11 of the present Agreement, the Government of the United Kingdom recognize a continuing liability to convert into dollars in accordance with the provisions of sub-paragraph (b) of this paragraph, any sterling held by the Joint Foreign Exchange Agency at the date of signature of the present Agreement and any sterling acquired by the Joint Foreign Exchange Agency during the period of the present Agreement.

Post, p. 3616.

(b) The sum to be kept in the dollar accounts of the Joint Foreign Exchange Agency shall not be less than \$20,000,000 and the sum to be kept in the sterling accounts (other than the No. 1 Account) of

Sums to be kept in dollar and sterling accounts.

the Joint Foreign Exchange Agency shall not be less than the sterling equivalent of \$20,000,000 unless the total of the sums held in these accounts, as shown in the books of the Agency, falls below the equivalent of \$40,000,000 in which case the amounts held in the dollar and in the sterling accounts shall (within a maximum variation of the equivalent of \$1,000,000) be kept equal. Transfers from the sterling accounts to the dollar accounts and transfers from the dollar accounts to the sterling accounts shall be made when the holdings of dollars or sterling as the case may be fall below the minima indicated above. Such transfers shall be in sums of \$1,000,000 or the sterling equivalent thereof.

Transfers.

Conversion of sterling into dollars, etc.

(c) Any conversion of sterling into dollars in accordance with the provisions of sub-paragraphs (a) and (b) of this paragraph shall be effected by the purchase of dollars from the Bank of England by the Joint Foreign Exchange Agency. Any such purchases shall be made at the rate of £1 equals \$4.03. If, at any time, the Joint Foreign Exchange Agency purchases sterling in exchange for any other currency, such purchases shall be effected through the Bank of England.

(d) In recognition of the serious dollar difficulties of the United Kingdom, it is the intent and purpose of the Government of the United States that, in so far as practicable, the operations of the Joint Export-Import Agency shall be so conducted that not more than the sterling equivalent of \$40,000,000 shall be required to be converted in accordance with the preceding sub-paragraphs of this paragraph, prior to January 1, 1949. Moreover, if for any reason at any time during the period of the present Agreement, the rate of drawing of dollars through the conversion of sterling should be such as to result in an undue drain on the dollar resources of the Government of the United Kingdom, the matter may be raised with the Bipartite Board and thereafter, if necessary, between the two Governments for the purpose of seeking some method acceptable to the Government of the United States whereby the rate of drawing of dollars through the conversion of sterling can be decreased. Pending a settlement of the matter, the provisions of sub-paragraphs (a), (b) and (c) of this paragraph shall, unless otherwise agreed between the two Governments, continue to apply.

Agency for Foreign Trade.

Authority of U. S.

5. The Government of the United Kingdom recognize that so long as the Government of the United States is called upon to make the major contribution towards the cost of the essential imports of the Bizonal Area, that Government shall be entitled to a larger measure of authority with respect to the operations of the Joint Export-Import Agency and the Joint Foreign Exchange Agency.

61 Stat., Pt. 3,
p. 2475.

Paragraph 4 of the Bizonal Fusion Agreement is accordingly amended as follows:—

"4 (a) Responsibility for foreign trade shall rest initially with the Joint Export-Import Agency (United States/United Kingdom). This responsibility shall be transferred to German administrative agencies under the supervision of the Joint Export-Import Agency to the maximum extent permitted by the restrictions existing in foreign countries at any given period.

Responsibility for foreign trade.

"(b) Except in so far as the use to which they shall be put has been determined in advance by agreement between the two Governments, and subject to the authority of each Government over the expenditure of its own appropriated funds, and any legislative limitations which may be placed thereon, the appropriated funds available for carrying out the terms of this Agreement shall be expended in accordance with schedules established by the Joint Export-Import Agency. These schedules shall be drawn up in accordance with the general policies of the two Military Governors (constituting the Bipartite Board) and shall be used as a basis for procurement in accordance with the provisions of paragraph 8 of this Agreement, subject to any amendment effected by agreement between the two Governments.

Schedules for expenditure of funds.

Post, p. 3615.

"(c) The Joint Export-Import Agency shall be responsible for the approval of all imports and exports and for procurement in accordance with its responsibilities under the provisions of paragraph 8 of this Agreement, subject to any amendment effected by agreement between the two Governments. It shall be the responsibility of the Joint Export-Import Agency to develop a maximum export program consistent with the accomplishment of over-all objectives in Germany and in conformity with the policy of the two Governments gradually to transfer responsibility to German administrative agencies. The Bipartite Board shall facilitate the work of the Joint Export-Import Agency in developing such a program.

Approval of imports and exports, etc.

"(d) The Joint Export-Import Agency and the Joint Foreign Exchange Agency shall operate in accordance with the general policies of the Bipartite Board to conduct or to supervise the import and export trade of the Bizonal Area. Each of these agencies shall be governed by a board of directors, to which the respective Military Governors shall each appoint an equal number of members. The decisions of the board of directors shall be determined by the majority vote of its members. The members appointed by each Military Governor shall vote as a group. Each group shall have a voting strength in relation to the other group equal to the proportion which the appropriated funds made available by their respective Governments under the provisions of this Agreement, or any subsequent amending agreement, plus the funds contributed by each Government to the capital of the Joint Export-Import Agency, bear to the total funds made available by the two Governments for these purposes.

Operation of agencies according to policies of Bipartite Board.

Review of proposed actions.

“(e) Either Military Governor may, should he consider that any action which it is proposed that the Joint Export-Import Agency or the Joint Foreign Exchange Agency should take is likely to prejudice the interests or conflict with the policies of his Government, request that the matter be referred to the Bipartite Board for review. In that event the proposed action shall be suspended pending Bipartite Board review. Such suspension shall continue only until adequate opportunity has been afforded in the Bipartite Board to ensure that the issue has been reviewed in all its aspects, unless the Bipartite Board unanimously agree to disapprove or modify the proposed action.

Delegation of power, etc.

“(f) Subject to the provisions of the preceding sub-paragraphs of this paragraph, the Bipartite Board shall delegate to the Joint Export-Import Agency and the Joint Foreign Exchange Agency full power and authority necessary for the conduct of the export-import trade, including the authority to contract for imports and exports through such agencies as it may designate, to borrow and lend money, to pay and collect accounts, and to utilize and distribute foreign currency, and such other necessary authority as is essential to the rehabilitation and promotion of peaceful trade and commerce.”

Basis of Economic Planning.

61 Stat., Pt. 3, p. 2475.

6. Paragraph 5 of the Bizonal Fusion Agreement shall be amended as follows:—

“5. The United States and United Kingdom Military Governors in Germany shall, in accordance with the policy of the two Governments, use their best endeavors to develop at the earliest possible date, in that part of Germany which is under their jurisdiction, an economy which can be maintained without further financial assistance from either Government, and which will at the same time contribute to the peaceful rehabilitation of Europe.”

Procurement.

61 Stat., Pt. 3, p. 2477.

7. Paragraph 8 of the Bizonal Fusion Agreement shall be amended as follows:—

“8. The determination of import requirements shall be the responsibility of the Joint Export-Import Agency. The procurement of these requirements shall be dealt with as follows:—

“(i) Procurement of imports financed from funds appropriated by either Government shall be the responsibility of that Government except to the extent that such responsibility is delegated by the Government concerned to the Joint Export-Import Agency.

“(ii) Procurement of all other imports shall be the responsibility of the Joint Export-Import Agency with such assistance from the two Governments as may be required. Unless otherwise agreed, procurement shall be from the most economical sources

Procurement from economical sources of supply.

of supply. Provided that the procurement of essential imports shall not be prejudiced thereby, the sources shall be selected, to the fullest extent practicable, so as to minimize the drain on the dollar resources of the Government of the United Kingdom (accordingly, where required imports are known to be available from dollar and sterling area sources of supply and conditions regarding price, quality and terms of delivery are equal, the imports shall normally be procured from the sterling area source).

“(iii) With respect to any procurement where the financial responsibility rests with one Government and the agreed source of supply is within territory under the authority of the other Government, the latter, if so requested, shall accept responsibility for procuring those supplies as agent for the former.”

8. The Bizonal Supplies Committee, established under the provisions of paragraph 8 of the Bizonal Fusion Agreement, shall be abolished.

Abolishment of Committee.

9. Representatives of the two Governments shall consult together in Washington in regard to the following matters:—

Consultation of representatives.

(a) The programing of the procurement of Category A goods against programs of import requirements submitted by the Joint Export-Import Agency.

(b) The methods to be employed by agencies of either Government, whether directly or through the Joint Export-Import Agency, in the purchase of such products as cereals, livestock products, oils, fats, pulses and fertilizers, in certain markets of primary importance to the United Kingdom, such as Canada, Argentina and Europe, in view of the fact that uncoordinated purchases in these markets might adversely affect United States or United Kingdom supply interests.

Definitions.

10 (a) For the purposes of the present Agreement, the expression “the sterling area” shall be deemed to mean “the scheduled territories”, which expression has the meaning assigned to it under the provisions of the Exchange Control Act, 1947, of the United Kingdom. “The scheduled territories” at present include:—

“The sterling area.”

“The scheduled territories.”

(i) Great Britain and Northern Ireland.

(ii) Australia, New Zealand, Union of South Africa, Eire, India, Pakistan, Southern Rhodesia and Ceylon.

(iii) Any British Colony and any territory under the protection of His Britannic Majesty.

(iv) Any territory in respect of which a mandate on behalf of the League of Nations was accepted by His Britannic Majesty and any territory placed under the trusteeship system of the United Nations, which territories are being administered by His Majesty's Government in the United Kingdom or in any Dominion.

(v) Burma.

(vi) Iraq and Transjordan.

(vii) Iceland and the Faroe Islands.

Notice of change in definition.

If and when any alteration is made to the definition of the expression "the scheduled territories" for the purposes of the Exchange Control Act, 1947, of the United Kingdom, the Government of the United Kingdom shall forthwith notify that change to the Joint Foreign Exchange Agency and the expression "the sterling area" shall be deemed to have been correspondingly amended for the purposes of this Agreement.

Joint Foreign Exchange Agency.

(b) For the purposes of the present Agreement, the Bipartite Finance Committee (United States-United Kingdom), provided for in the Bizonal Fusion Agreement, shall be deemed to have been superseded by the Joint Foreign Exchange Agency.

Successor organizations.

(c) Any reference in the present Agreement to the Joint Export-Import Agency or the Joint Foreign Exchange Agency shall be construed to refer likewise to any successor organization or organizations.

Provisions for Entry into Force, Amendment and Renewal.

11 (a) The present Agreement shall come into force on signature. The present Agreement and the Bizonal Fusion Agreement shall constitute a single agreement between the two Governments, which shall remain in force until agreement has been reached for the treatment of Germany as an economic unit or until December 31, 1948, whichever is the sooner. In either event, the Joint Export-Import Agency and the Joint Foreign Exchange Agency shall continue to function until such time as further agreement is reached concerning them.

(b) The two Governments shall consult together before June 30, 1948, at the request of either of them, for the purpose of reviewing the operation of the Agreement and of considering whether any amendment should be made in its terms. The two Governments shall also consult together before December 1, 1948 to consider the terms and conditions of a new Agreement for a further period.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed the present Agreement.

DONE at Washington, in duplicate, this seventeenth day of December, 1947.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ROBERT A. LOVETT.

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

WILLIAM STRANG

ANNEX TO THE AGREEMENT OF DECEMBER 17, 1947, BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, AMENDING CERTAIN TERMS OF THE BIZONAL FUSION AGREEMENT SIGNED AT NEW YORK ON DECEMBER 2, 1946.

Provision by the Government of the United Kingdom of Category A goods and services in the calendar year 1948.

The goods and services to be provided by the Government of the United Kingdom during the calendar year 1948 in accordance with the provisions of paragraph 1 (a) (iv) of the Agreement, are as follows:—

Fish	<i>£ million</i>
Pulses	5.55
Seeds	.45
Oils, Vegetables and miscellaneous food	1.65
Insecticides	2.00
Fertilizers	.50
Freight	1.10
Miscellaneous goods	5.00
	1.25
	17.50 (ap- proximately the equiva- lent of \$70,000,000)

The Government of the United Kingdom may, in consultation with the Joint Export-Import Agency, make reasonable adjustments in the composition of this list.

Adjustment of list.

December 8, 1947
[F. I. A. S. 1691]

Agreement and accompanying notes between the United States of America and China respecting the transfer of United States naval vessels and equipment to the Chinese Government. Signed at Nanking December 8, 1947; entered into force December 8, 1947.

**AGREEMENT BETWEEN
THE GOVERNMENT
OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF CHINA
CONCERNING THE TRANSFER
OF NAVAL VESSELS AND EQUIPMENT
PURSUANT TO
UNITED STATES PUBLIC LAW 512
79TH CONGRESS
OF THE UNITED STATES OF AMERICA**

WHEREAS, the Act of July 16, 1946, United States Public Law 512, 79th Congress, 2nd Session, authorizes, at the request of the Government of the Republic of China, the transfer thereto of Naval vessels and craft not to exceed 271 in number, which are in excess of the Naval needs of the Government of the United States, including floating drydocks of capacity sufficient to accommodate any vessel or craft disposed of under authority of the Act, material necessary for the operation and maintenance of such vessels and craft and for the training of the crews of such vessels and craft and the furnishing of other naval assistance, by sale, exchange, lease, gift or transfer for cash, credit or other property, with or without warranty or upon such other terms and conditions as the President may deem proper; and,

60 Stat. 539.
50 U. S. C. app.
§§ 1871, 1872.

WHEREAS, the Government of the Republic of China has requested the Government of the United States of America to transfer to it certain specified Naval vessels, craft and floating drydocks and to furnish it certain technical advice and assistance in connection with the organization and maintenance by it of a Naval establishment; Now Then,

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

ARTICLE 1. The Government of the United States of America will cause to be transferred to the Government of the Republic of China those certain Naval vessels, craft and floating drydocks described on Schedule "A" annexed hereto and made a part hereof.

Post, p. 3623.

ARTICLE 2. Title to all vessels and floating drydocks transferred pursuant to the provisions of Article 1 hereof shall vest in the Government of the Republic of China at the time of delivery thereof; such delivery to be made "as is, where is", without reimbursement or transfer of funds, and at a time to be mutually agreed upon, but not later than the dates set forth in Schedule "A" annexed hereto and made a part hereof, and to be evidenced by a delivery certificate in the form prescribed by the Government of the United States of America. From and after the delivery of said vessels, the Government of the Republic of China shall hold harmless and indemnify the Government of the United States of America, its officers, agents, servants and employees, against any and all claims, demands, losses, damages, expenses, and costs, regardless of the nature thereof, of every kind and character, whether arising out of contract or in tort, arising out of or connected with the transfer of such property or the use and operation thereof by the Government of the Republic of China. Without limiting the generality of the foregoing, the Government of the Republic of China shall hold harmless and indemnify the Government of the United States of America, its officers, agents, servants, and employees against any and all claims, demands, expenses, damages and costs arising or growing out of the transfer to the Government of the Republic of China of Bofors 40mm guns or guns of similar type made or produced under or pursuant to an agreement dated June 21, 1941, [1] between the United States of America and Aktiebolaget Bofors.

Title to vessels, etc.

Post, p. 3623.

Indemnification of
U. S. against claims,
etc.
Post, p. 3625.

Bofors 40 mm guns,
etc.
Post, p. 3625.

¹ [Not printed.]

Repair of vessels,
etc.

ARTICLE 3. (a) At the request of the Government of the Republic of China, the Government of the United States of America will, as to any of the vessels transferred "as is, where is" at locations other than those under the control of the Government of the Republic of China, provide the necessary work, services, and materials to repair, recondition, outfit and equip said vessels within the capacity of the facilities available therefor at or near the location of such vessels, upon payment for all of the costs and expenses incurred in connection therewith. The Government of the Republic of China will promptly reimburse the Government of the United States of America for the cost thereof, as is hereinafter provided.

(b) The Government of the United States of America, at the request of the Government of the Republic of China, to the extent that such materials are available, will furnish such materials from time to time, as are deemed proper by the Government of the United States of America, for the operation and maintenance of any or all of the vessels, craft and floating drydocks transferred hereunder, on the basis of prompt reimbursement by the Government of the Republic of China to the Government of the United States of America for the cost thereof, as is hereinafter provided.

(c) In connection with (i) the transfer of vessels, craft and floating drydocks (ii) the repairing, reconditioning, outfitting, equipping and furnishing of operational and maintenance supplies therefor, and (iii) the organization and maintenance of a Naval establishment by the Government of the Republic of China, the Government of the United States of America, to the extent deemed proper by it and consistent with security classifications, when requested by the Government of the Republic of China, will, (1) furnish plans, blueprints and documents without reimbursement, (2) furnish technical information and advice without reimbursement and (3) participate in and sign a conducted joint inventory of each vessel at the time of delivery without reimbursement.

Funds required to
meet obligations of
China.

ARTICLE 4. For the purpose of providing the funds required to meet the obligations of the Government of the Republic of China under the provisions of Article 3 hereof, it is agreed that all funds now on deposit with the Government of the United States of America for the payment of the costs and expenses of operation of lend-lease vessels under the Extension Agreement dated June 28, 1946, [1] entered into by and between the Government of the United States of America and the Government of the Republic of China, and not required nor obligated for services and materials furnished by the Government of the United States of America to the Government of the Republic of China under the terms of said Agreement, shall be retained by the Government of the United States of America and held for the credit of the Government of the Republic of China against duly certified invoices issued by the Government of the United States of America from time to time for work, services, materials, and supplies furnished

¹ [Not printed.]

in accordance with Article 3 hereof, and the Government of the Republic of China agrees to make such further deposits with the Government of the United States of America to be held by said Government for payment of such invoices, as may be requested by the Government of the United States of America from time to time. Failure on the part of the Government of the Republic of China to make deposits requested by the Government of the United States of America from time to time, shall relieve the Government of the United States of America from the obligation to furnish any further work, services, materials or supplies until the deposit or deposits requested are made.

Failure to make deposits.

ARTICLE 5. Notwithstanding any of the provisions of this Agreement, and subject only to such extensions of time as may be granted by the Government of the United States of America, acting by and through the Secretary of the Navy, by reason of the necessity of repair, reconditioning, outfitting, equipping, supplying and training Chinese personnel in the operation thereof, the Government of the Republic of China shall remove each vessel and floating drydock transferred or furnished pursuant to this Agreement, from locations other than those under the control of the Government of the Republic of China, within 120 days from the date of transfer thereof. In the event of failure to remove a vessel or floating drydock from delivery location within the time so limited or within such extension thereof as may be granted by the Government of the United States of America, the Government of the Republic of China shall lose all right, title and interest in and to such vessel or floating drydock and the Government of the United States of America shall make such other disposition thereof as in its sole discretion may be deemed advisable.

Removal of vessels from delivery location.

ARTICLE 6. The Government of the Republic of China will not relinquish physical possession of or transfer title to any of the vessels or floating drydocks or equipment and supplies furnished under this Agreement without the written consent of the Government of the United States of America. Naval information and Naval equipment furnished under this Agreement or otherwise, of any security classification whatsoever, will be safeguarded in accordance with the requirements of the security classification imposed thereon by the Government of the United States of America and no disclosure by the Government of the Republic of China thereof to other governments or unauthorized persons will be made without the prior written consent of the Government of the United States of America.

Non-relinquishment by China.

Safeguarding of naval information, etc.

ARTICLE 7. So long as this Agreement or any extension thereof shall remain in effect, the Government of the Republic of China shall not engage or accept the services of any personnel of any government other than the Government of the United States of America for duties of any nature connected with the use and operation of the vessels and other craft to be transferred pursuant to this Agreement, except by mutual agreement between the Government of the United States of America and the Government of the Republic of China.

Personnel.

ARTICLE 8. This Agreement shall terminate with the expiration of United States Public Law 512, 79th Congress, 2nd Session. However, if at any time the Government of the United States of America shall

Termination of agreement.
60 Stat. 539.
50 U. S. C. app.
§§ 1871, 1872.

determine that the transfer of further vessels and craft or the furnishing of materials and assistance no longer continues to be in the public interest, such transfers shall be discontinued.

ARTICLE 9. Upon the coming into effect of this Agreement, that part of the "Agreement between the Government of the United States of America and the Government of the Republic of China under Section 3 (c) of the Lend-Lease Act", dated June 28, 1946, providing for Naval assistance to China, shall be superseded by the applicable provisions of this Agreement.

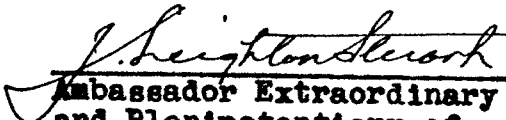
Post, p. 3895.

Effective date.

ARTICLE 10. This Agreement shall come into effect on the date of its signature.


IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement in the English and Chinese languages, both in duplicate, at Nanking, China, this 8th day of December, 1947, corresponding to the 8th day of the 12th month of the 36th year of the Republic of China.

**For the Government of the
United States of America**

 [1]
**Ambassador Extraordinary
and Plenipotentiary of
the United States of
America at Nanking, China**

**For the Government of the
Republic of China**



 [2]
Minister of Foreign Affairs

¹ [J. Leighton Stuart]

² [Wang Shih-chieh]

SCHEDULE "A"

PROPOSED LIST OF VESSELS TO BE TRANSFERRED TO CHINA

1. List of vessels transferred to China under Credit Lend-Lease to be recaptured under Lend-Lease Act and recommended for transfer to China under Public Law 512, 79th Congress, 2nd Session, and provisions of Executive Order No. 9843 of April 25, 1947:

55 Stat. 31,
22 U. S. C. §§ 411-
419.
60 Stat. 539,
50 U. S. C. app.
§§ 1871, 1872.
3 CFR, 1947 Supp.,
p. 139.

PR 4	LSM 433
DE 6	LSM 442
DE 47	LSM 456
PCE 867	LCI(L) 233
PCE 869	LCI(L) 631
AM 257	LCI(L) 417
AM 258	LCI(L) 418
AM 259	LCI(L) 630
AM 260	LCI(L) 632
LST 537	LCI(L) 514
LST 557	LCI(L) 517
LST 755	AG 124 (MAUMEE)
LST 1030	LCT 512
LST 993	LCT 515
LST 716	LCT 849
LST 717	LCT 892
LST 1017	LCT 1143
LST 1050	LCT 1145
LST 1075	LCT 1171
LSM 155	LCT 1213
LSM 157	AOG 42
LSM 285	AFDL 34
LSM 457	25 LCM
LSM 431	25 LCVP

2. List of vessels now earmarked and recommended for transfer to China under Public Law 512, 79th Congress, 2nd Session, and provisions of Executive Order No. 9843 of April 25, 1947:

DE 102	Green Cove Springs	PC 490	Philippines
DE 103	Green Cove Springs	PC 492	Philippines
DE 104	Green Cove Springs	PC 593	Philippines
DE 112	Green Cove Springs	PC 595	Philippines
AM 266	Philippines	PC 1247	Philippines
AM 273	Philippines	PC 1549	Philippines
AM 276	Philippines	PGM 20	Philippines
AM 246	Philippines	PGM 26	Philippines
AM 274	Philippines	PGM 12	Philippines
AM 286	Philippines	PGM 13	Philippines
AM 287	Philippines	PGM 14	Philippines
AM 216	Philippines	PGM 15	Philippines
YMS 339	Philippines	SC 518	Philippines
YMS 346	Philippines	SC 637	Philippines
YMS 367	Philippines	SC 648	Philippines
YMS 2017	Philippines	SC 698	Philippines


SCHEDULE "A"—Continued

SC 703	Philippines	AGS 9 (Armistead Rust)
SC 704	Philippines	Philippines
SC 708	Philippines	AOG 22 (Wautauga)
SC 722	Philippines	Philippines
SC 723	Philippines	AFDL (c) 36 Guam
SC 735	Philippines	ARL 41 New Orleans

3. Limiting date for transfer: (a) vessels at Green Cove Springs, 31 December 1948; (b) other vessels, 1 July 1948.

4. Schedule of transfer of above vessels to be made by mutual agreement between the Government of the United States of America and the Government of the Republic of China. All vessels to be transferred prior to limiting dates stated in 3 above.

 [1]

 Wang Shih-chieh [2]

¹ [J. Leighton Stuart]

² [Wang Shih-chieh]

The American Ambassador to the Chinese Minister for Foreign Affairs

AMERICAN EMBASSY
Nanking, December 8, 1947

No. 1302

EXCELLENCY:

I have the honor to refer to the "Agreement between the Government of the United States of America and the Government of the Republic of China concerning the Transfer of Naval Vessels and Equipment pursuant to United States Public Law 512—79th Congress of the United States of America" signed today and, in particular, to that sentence in Article 2 of the Agreement which reads "From and after the delivery of said vessels, the Government of the Republic of China shall hold harmless and indemnify the Government of the United States of America, its officers, agents, servants and employees, against any and all claims, demands, losses, damages, expenses, and costs, regardless of the nature thereof, of every kind and character, whether arising out of contract or in tort, arising out of or connected with the transfer of such property or the use and operation thereof by the Government of the Republic of China." It is understood that the claims, demands, losses, damages, expenses, and costs, regardless of the nature thereof, of every kind and character, whether arising out of contract or in tort for which the Chinese Government assumes full responsibility, are limited to those which arise from and after the delivery of the vessels and out of or connected with the transfer of the property or the use and operation of it by the Republic of China.

With reference to the concluding sentence of Article 2 of the Agreement, I am authorized to inform Your Excellency that the possible claim of the Aktiebolaget Bofors which may arise out of the transfer to the Government of the Republic of China of Bofors guns is the only claim of this nature of which the United States Navy Department is aware.

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

J. LEIGHTON STUART

His Excellency

DR. WANG SHIH-CHIEH,
*Minister for Foreign Affairs,
Ministry of Foreign Affairs,
Nanking.*

60 Stat. 539.
50 U. S. C. app.
§§ 1871, 1872.

Ante, p. 3619.

Ante, p. 3619.

The Chinese Minister for Foreign Affairs to the American Ambassador

外交部

*The Ministry of Foreign Affairs
Republic of China*

December 8, 1947

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date, which reads as follows:

"I have the honor to refer to the 'Agreement Between the Government of the United States of America and the Government of the Republic of China Concerning the Transfer of Naval Vessels and Equipment Pursuant to United States Public Law 512—79th Congress of the United States of America' signed today and, in particular, to that sentence in Article 2 of the Agreement which reads 'From and after the delivery of said vessels, the Government of the Republic of China shall hold harmless and indemnify the Government of the United States of America, its officers, agents, servants and employees, against any and all claims, demands, losses, damages, expenses, and costs, regardless of the nature thereof, of every kind and character, whether arising out of contract or in tort, arising out of or connected with the transfer of such property or the use and operation thereof by the Government of the Republic of China.' It is understood that the claims, demands, losses, damages, expenses, and costs, regardless of the nature thereof, of every kind and character, whether arising out of contract or in tort for which the Chinese Government assumes full responsibility, are limited to those which arise from and after the delivery of the vessels and out of or connected with the transfer of the property or the use and operation of it by the Republic of China.

"With reference to the concluding sentence of Article 2 of the Agreement, I am authorized to inform Your Excellency that the possible claim of the Aktiebolaget Bofors which may arise out of the transfer to the Government of the Republic of China of Bofors guns is the only claim of this nature of which the United States Navy Department is aware.

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

I take pleasure in confirming that the understanding expressed in the above quoted note is agreeable to the Chinese Government.

60 Stat. 539.
50 U. S. C. app.
§§ 1871, 1872.

Ante, p. 3619.

Ante, p. 3619.

Confirmation of understanding.

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



Wang Shih-chieh [1]

His Excellency,
Dr. J. LEIGHTON STUART,
American Ambassador,
Nanking.

¹ [Wang Shih-chieh]

三、轉讓限期：(甲)在美國綠灣泉之船艦——一九四八年十二月三十一日；(乙)其他船艦——一九四八年七月一日。

四、上述船艦之轉讓程序，由美利堅合眾國政府與中華民國政府協議定之。一切船艦應在上述第三項限期以前轉讓。

司徒雷登

J. Leighton Stuart

王世杰

¹ [J. Leighton Stuart]

² [Wang Shih-chieh]

DE 102			
DE 103			
DE 104			
DE 112			
AM 266			
AM 273			
AM 276			
AM 246			
AM 274			
AM 286			
AM 287			
AM 216			
YMS 339			
YMS 346			
YMS 367			
YMS 2017			
PC 490			
PC 492			
PC 593			
PC 595			
PC 1247			
PC 1549			
FGM 20			
PGM 26			
PGM 12			
PGM 13			
PGM 14			
PGM 15			
SC 518			
SC 637			
SC 648			
SC 698			
SC 703			
SC 704			
SC 708			
SC 722			
SC 723			
SC 735			
AGS 9 (Armistead Rust)	律	律	律
AOG 22 (Wautauga)	律	律	律
AFDL (c) 36	關		
ARL 41	美	國	船

二、左表所列船艦，依美國第七十九屆國會第二期
 會議第五一二號法案及一九四七年四月二十五日第
 九八四三號行政命令之規定，現經指撥並建議轉讓中
 國：

附表(甲)

擬議轉讓中國之船艦表

一、左表所列依信用租借辦法轉讓中國而依租借法案應予收回之船艦，茲依美國第七十九屆國會第二期會議第五一二號法案及一九四七年四月二十五日第九八四三號行政命令之規定，建議轉讓中國。

PR 4
 DE 6
 DE 47
 PCE 867
 PCE 869
 AM 257
 AM 258
 AM 259
 AM 260
 LST 537
 LST 557
 LST 755
 LST 1030
 LST 993
 LST 716
 LST 717
 LST 1017
 LST 1050
 LST 1075
 LSM 155
 LSM 157
 LSM 285
 LSM 457
 LSM 431
 LSM 433
 LSM 442
 LSM 456
 LCI(L) 233
 LCI(L) 631
 LCI(L) 417
 LCI(L) 418
 LCI(L) 630
 LCI(L) 632
 LCI(L) 514
 LCI(L) 517
 AG 124 (MAUMER)
 LCT 512
 LCT 515
 LCT 849
 LCT 892
 LCT 1143
 LCT 1145
 LCT 1171
 LCT 1213
 AOG 42
 APDL 34
 25 LCM
 25 LCVF

第十條

本協定自簽訂之日起生效。

為此，下列簽字人，爰經正式授權，於一九四七年十二月八日，即中華民國三十六年十二月八日，在中國南京簽訂本協定英文、中文各兩份，以昭信守。

美利堅合眾國政府代表駐華全權大使

司徒雷登

中華民國政府代表外交部部長

王世杰



¹ [J. Leighton Stuart]

² [Wang Shih-chieh]

第八條

本協定應於美國第七十九屆國會第二期會議第五一二號法案滿期時終止。但無論何時，如美利堅合眾國政府決定繼續轉讓艦艇或供給器材與協助不復符合公共利益時，該項轉讓即應停止。

第九條

本協定生效時，一九四六年六月二十八日，美利堅合眾國政府與中華民國政府間根據租借法案第三條(丙)款之協定中規定對中國海軍協助之部分，應以本協定之通用條款代替之。

屬於任何保密類別，將依照美利堅合眾國政府所加之
保密類別必要條件，妥予防護，事前未經美利堅合眾國
政府之書面同意，中華民國政府將不對他國政府或未
經授權之人士透露之。

第七條

在本協定或其延長之有效期間，除經美利堅合眾
國政府與中華民國政府相互同意外，中華民國政府不
得任用或接受美利堅合眾國政府以外任何他國政府
之任何人員之服務，從事於有關利用與使用依照本協
定所轉讓之船艦及其他小艇任何性質之職務。

此項限期或美利堅合眾國政府所允予之展延期限內，未能自移交地區將船艦或浮塢移去，中華民國政府應喪失其對於該項船艦或浮塢之一切權利，所有權及利益。美利堅合眾國政府應將該項船艦或浮塢予以彼所獨自認為合宜之其他處置。

第六條

中華民國政府未經美利堅合眾國政府之書面同意，將不放棄依照本協定所供給之任何船艦或浮塢或裝備及供應品之實際持有權或轉讓其所有權。依照本協定或其他辦法所供給之海軍情報及海軍裝備，無論

交存款，則在所請求之存款未提交以前，美利堅合眾國政府應解除其再行供給工作、服務、器材或供應品之義務。

第五條

不論本協定載有任何規定，除因該項海軍船艦、浮塢之修理、改裝、配置、裝備、供應及訓練使用該項船艦、浮塢中國人員之必要，由美利堅合眾國政府經海軍部長允予展延期限外，中華民國政府應於轉讓之日起一百二十日以內，將依照本協定而轉讓或供給之每一船艦及浮塢自不在中華民國政府控制下之地區移去。如在

十八日美利堅合眾國政府與中華民國政府延長協定之租借船艦之使用費用及開支而不需且不必應付美利堅合眾國政府依照該協定之條件對中華民國政府所供給之服務及器材者，應由美利堅合眾國政府保留，並作為中華民國政府之信用，以抵付美利堅合眾國政府因依照本協定第三條所供給之工作、服務、器材與供應品而隨時開出之妥適證明賬單。中華民國政府同意，依美利堅合眾國政府隨時之請求，再提款項存於美利堅合眾國政府，由該政府保持，以備支付該項賬單。若中華民國政府未能應美利堅合眾國政府隨時之請求提

備及供給使用與維持所需之供應品，及(三)中華民國政府海軍機構之組織與維持，美利堅合眾國政府在其認為適當之範圍內，並不背保密類別時，經中華民國政府之請求，將(一)無償供給計劃、藍圖及文件，(二)無償供給技術上之情報與意見，並(三)在移交時，無償參加並簽訂每一船艦之共同點驗財產目錄。

第四條

為供給款項以應付中華民國政府依照本協定第三條之規定所負之義務起見，雙方同意，一切現存於美利堅合眾國政府之款項，原備支付一九四六年六月二

修理、改裝、配置、裝備該項船艦所必需之工作、服務及器材。中華民國政府對於此項費用，將照本協定後開規定，迅予償付美利堅合眾國政府。

(一) 美利堅合眾國政府，依中華民國政府之請求，對於依本協定所轉讓之任何或一切艦、艇與浮塢之使用及維持，以中華民國政府依照本協定後開規定，迅將有關費用償付美利堅合眾國政府為基點，於美利堅合眾國政府認為適當時，將就現有器材之範圍，隨時供給該項器材。

(二) 關於(一)艦、艇及浮塢之轉讓，(二)修理、改裝、配置、裝

一九四一年六月二十一日美利堅合眾國與勃福斯公司協定所製造或出產之勃式四十公厘炮或同樣之炮於中華民國政府而引起之任何及一切索償、要求、開支、傷害及費用，中華民國政府應使美利堅合眾國政府及其官員、代理人、僕役與雇員不受損傷，並應予以賠償。

第三條

(甲)美利堅合眾國政府，依中華民國政府之請求，對於不在中華民國政府所控制之地區內，照現狀就地轉讓之任何船艦，將在該項船艦所在地或附近地區，就現有便利之範圍內，於交付一切有關費用及開支時，供給

移交將在相互同意之時間，而不遲於構成本協定一部分之附表(甲)中所訂之日期，照現狀就地為之，無須償付或轉撥款項，並以依照美利堅合眾國政府所訂格式之移交證書證明之。自上述船艦移交後，凡因關於該項財產之轉讓或因關於中華民國政府利用並使用該項財產所引起各種類別及性質之任何及一切索償、要求、損失、傷害、開支及費用，不論其性質如何，亦不論其是否由於契約或侵權行為，中華民國政府應使美利堅合眾國政府及其官員、代理人、僕役與雇員不受損傷，並應予以賠償。除上述規定之一般性不受限制外，凡因轉讓依照

轉讓某種特定海軍艦艇及浮塢並對其組織與維持一海軍機構供給某種技術上之意見與協助；

爰經相互議定如下：

第一條

美利堅合眾國政府將使構成本協定一部分之附表(甲)中所列之某種海軍艦艇與浮塢轉讓於中華民國政府。

第二條

依據本協定第一條規定而轉讓之一切船艦及浮塢之所有權，應自移交之時起，屬諸中華民國政府。此項

茲因一九四六年七月十六日美國第七十九屆國會第二期會議第五一二號法案授權，依中華民國政府之請求，將溢出美國政府海軍需要而為數不超過二七一艘之海軍艦艇轉讓中國，其中包括足供容納依該法案授權而處置之任何艦艇之浮塢，該項艦艇之使用與維持暨該項艦艇官兵訓練所必需之器材，以及其他海軍協助之供應，轉讓方式為售賣、交換、租借、贈送或以現金、記賬或其他資產相易，至應否具有保證或其他條件，則由美國總統決定之；

後因中華民國政府經向美利堅合眾國政府請求

美利堅合眾國政府與
中華民國政府
關於依照美利堅合眾國第七十九屆國會第五一二號法案轉讓海軍船艦及裝備之協定

照會

第一三〇二號

照會者：關於本日簽訂之「美利堅合衆國政府與中華民國政府關於依照美利堅合衆國第七十九屆國會第五一二號法案轉讓海軍船艦及裝備之協定」，及該協定第二條下述一句：「自上述船艦移交後，凡因關於該項財產之轉讓或因關於中華民國政府利用並使用該項財產所引起各種類別及性質之任何及一切索償、要求、損失、傷害、開支及費用，不論其性質如何，亦不論其是否由於該約或侵權行爲，中華民國政府應使美利堅合衆國政府及其官員、代理人、兵役海軍員不受損害，並應予以賠償」。雙方了解，各種類別及性質之索償、要求、損失、傷害、開支及費用，不論其性質如何，亦不論其是否由於該約或侵權行爲，其應由中國政府完全責任者，僅以自上述船艦移交

後及因關於前項財產之轉讓或中華民國有用之使用權或財產所引起之負擔。

關於前項第二條之末句，本大使館保留解釋權。

閣下，因勃羅斯德之轉讓於中華民國政府，勃羅斯公司可能有所負擔，此為

美國海軍部所知此種性質之惟一負擔。相應照會，即希

查照為荷。

本大使願向

貴部長重表敬意。

此致

中華民國外交部部長王 閣下

一千九百四十
中華民國三十

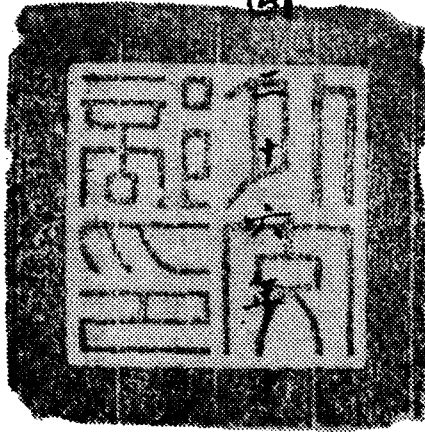
七年十二月八日

此致

美利堅合眾國駐中華民國特命全權大使司徒雷登閣下

司徒雷登

中華民國



二月八日

查照為荷。

本大使順向

貴部長重表敬意。

等由，准此，本部長茲欣然證實上開來照所述之了解，
中國政府可予同意。相應照復，即希
查照為荷。

本部長順向

貴大使重表敬意。

權行為，其應由中國政府負完全責任者，僅以自上述船艦移交後及因關於該項財產之轉讓或中華民國利用並使用該項財產所引起者為限。

關於該協定第二條之末句，本大使茲經授權奉達

閣下，因勃福斯炮之轉讓於中華民國政府，勃福斯公司可能有所索償，此為美國海軍部所知此種性質之惟一索償，相應照達，即希

因關於中華民國政府利用並使用該項財產所引起各種類別及性質之任何及一切索償、要求、損失、傷害、開支及費用，不論其性質如何，亦不論其是否由於契約或侵權行為，中華民國政府應使美利堅合眾國政府及其官員、代理人、僕役與僱員不受損傷，並應予以賠償。雙方了解，各種類別及性質之索償、要求、損失、傷害、開支及費用，不論其性質如何，亦不論其是否由於契約或侵

照會

逕啟者：接准

貴大使本年十二月八日來照內開：

逕啟者：關於本日簽訂之⁷中華民國政府與美利堅合眾國政府關於依照美利堅合眾國第七十九屆國會第五一二號法案轉讓海軍船艦及裝備之協定，及該協定第二條下述一句：自上述船艦移交後，凡因關於該項財產之轉讓或

Agreement between the United States of America and Haiti respecting a cooperative health and sanitation program in Haiti, extending the agreement of April 7, 1942, as amended, until June 30, 1948. Signed September 30, 1947; effected by exchange of notes signed at Port-au-Prince September 25 and 27, 1947; entered into force September 27, 1947.

September 25, 27, 30, 1947
[T. I. A. S. 1693]

The American Chargé d'Affaires ad interim to the Haitian Secretary of State for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Port-au-Prince, September 25, 1947.

EXCELLENCY:

I have the honor to refer to the letters exchanged between the President of the Republic of Haiti and the Acting Secretary of State of the United States of America, dated April 7, 1942, relating to the establishment of a cooperative health and sanitation program in Haiti as modified by the notes exchanged between the American Ambassador to the Republic of Haiti and the Secretary of State for Foreign Affairs of Haiti on June 29 and July 12, 1944, concerning the same program.

58 Stat. 1439.

59 Stat. 1298.

In accordance with the exchange of such letters and correspondence, an agreement was entered into between the Republic of Haiti and the Institute of Inter-American Affairs, pursuant to which the cooperative health and sanitation program was inaugurated in Haiti and a small staff of experts and technicians was sent to Haiti to cooperate with officials of the Haitian Government in realizing the objectives of such program.

I have now been informed by the Department of State in Washington that additional funds amounting to \$25,000 have been made available by the Institute of Inter-American Affairs for the continuation of the cooperative health and sanitation program in Haiti up to and including June 30, 1948. It is understood that the additional \$25,000 to be contributed by the Institute of Inter-American Affairs will be made available on condition that the Republic of Haiti contribute \$80,000 for the same program. The contribution by the Institute of Inter-American Affairs will be in addition to payments made by the Institute of Inter-American Affairs directly to or on account of the experts and technicians sent to Haiti by the Institute of Inter-American Affairs in connection with carrying out the cooperative health and sanitation program.

Availability of additional U. S. funds.

Contribution by Haiti.

If Your Excellency agrees that the proposed arrangement, as outlined above, is acceptable to your Government, I would appreciate

receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that final arrangements for signing the Extension Agreement may be made by officials of the Republic of Haiti and the Institute of Inter-American Affairs.

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

ROBERT H. McBRIDE
ROBERT H. McBRIDE
Chargé d'Affaires ad interim

His Excellency
EDMÉ MANIGAT,
*Secretary of State for
Foreign Affairs,
Port-au-Prince.*

*The Haitian Secretary of State for Foreign Affairs to the American
Chargé d'Affaires ad interim*

SECRETAIRERIE D'ETAT
des
RELATIONS EXTÉRIEURES

No. SG/L-3 : 1242

RÉPUBLIQUE D'HAÏTI
Port-au-Prince, le 27 Septembre 1947.

MONSIEUR LE CHARGÉ D'AFFAIRES,

J'ai le plaisir d'accuser réception de la Note en date du 25 Septembre courant par laquelle vous m'informez que l'Institut des Affaires Interaméricaines a décidé d'apporter une contribution complémentaire de \$ 25.000 au programme de sanitation du Gouvernement Haitien, à la condition que ce dernier accepte à y participer de son côté pour une valeur de \$ 80.000.

En réponse, je suis heureux de vous faire savoir que le Gouvernement Haitien consent à renouveler l'accord qui devait expirer le 30 Septembre en cours, sur la base proposée par l'Institut.

Les dispositions nécessaires peuvent donc être prises pour la signature de cet accord supplémentaire par les officiels de l'Institut et les représentants du Gouvernement Haitien.

Agréez, Monsieur le Chargé d'Affaires, l'assurance de ma considération la plus distinguée.

EDMÉ TH. MANIGAT

Monsieur ROBERT H. McBRIDE
*Chargé d'Affaires ad interim
des Etats-Unis d'Amérique.
Port-au-Prince.*

Translation

DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS

No. SG/I-3 : 1242

REPUBLIC OF HAITI
Port-au-Prince, September 27, 1947.

MR. CHARGÉ D'AFFAIRES,

I have the pleasure of acknowledging the receipt of the note of September 25 of this year in which you inform me that the Institute

of Inter-American Affairs has decided to make a complementary contribution of \$25,000 to the sanitation program of the Haitian Government, on condition that the latter agrees to participate on its part to the amount of \$80,000.

In reply, I am happy to inform you that the Haitian Government agrees to renew the agreement which was to expire on September 30 of the present year, on the basis proposed by the Institute.

The necessary steps may therefore be taken for the signing of this supplementary agreement by the officials of the Institute and the representatives of the Haitian Government.

Accept, Mr. Chargé d'Affaires, the assurance of my most distinguished consideration.

EDMÉ TH. MANIGAT

Mr. ROBERT H. McBRIDE

Chargé d'Affaires ad interim

of the United States of America.

Port-au-Prince.

EXTENSION AGREEMENT

This Extension Agreement between the Republic of Haiti (hereinafter called the "Republic"), represented by the Secretary of State for Foreign Affairs of the Republic, and The Institute of Inter-American Affairs, a corporate instrumentality of the Government of the United States of America (hereinafter called the "Institute"), represented by Edwin L. Dudley, Chief of Field Party, Health and Sanitation Division of the Institute (hereinafter called the "Chief of Field Party"), is entered into for the purpose of extending and modifying the cooperative health and sanitation program which was jointly undertaken by the Republic and the Institute pursuant to the agreement entered into between the Republic and the United States, as provided in the notes exchanged between the President of the Republic and the Under Secretary of State of the United States on April 7, 1942, as supplemented and modified by the notes exchanged between the United States Ambassador to Haiti and the Secretary of State for Foreign Affairs of Haiti on June 29 and July 12, 1944, respectively, and as further modified and supplemented by the agreement concerning such program contained in the exchange of correspondence between the Executive Vice President of the Institute and the President of the Republic on July 11 and July 12, 1944, (all of such notes and correspondence being hereinafter collectively referred to as the "Basic Agreement").

Basic agreement.

58 Stat. 1439.

59 Stat. 1298.

CLAUSE I

The parties hereto mutually intend, agree and declare that the term of the Basic Agreement be and hereby is extended for an additional period of nine months beginning the first day of October 1947 and terminating the thirtieth day of June 1948.

Extension of Basic Agreement.

CLAUSE II

Field party of technicians.

The Institute shall continue to maintain in the Republic of Haiti during the term of this Extension Agreement a field party of technicians and other specialists which shall continue to be under the direction of the Chief of Field Party who shall be acceptable to the Republic and who shall be the representative of the Institute in Haiti in connection with the program to be carried out in accordance with this Extension Agreement. The Institute field party will continue to operate as the American Sanitary Mission and function in agreement and close cooperation with the Republic as the intermediary between the Republic and the Institute for the execution of the cooperative program of health and sanitation. An appropriate official of the Republic designated by the President of the Republic and hereinafter referred to as the "Representative of the Government of Haiti" shall continue to represent the Republic in the execution of the cooperative program of health and sanitation. The Republic recognizes the Institute as a corporate instrumentality of the Government of the United States of America and that the American Sanitary Mission is a division or office of the Institute.

CLAUSE III

Financing of program.

The parties hereto acknowledge that the obligation of the Republic under the Basic Agreement for the cooperative health and sanitation program is \$150,000 U. S. and that the obligation of the Institute under the Basic Agreement for the same program is \$800,000 U. S. In addition to the mentioned funds required by the Basic Agreement to be contributed by the Republic and the Institute, the cooperative health and sanitation program shall be further financed during the period established by this Extension Agreement as follows:

Deposit by Institute.

(a) The Institute agrees to deposit during 1947, in the Banque Nationale de la Republique d'Haiti to the account of the American Sanitary Mission, The Institute of Inter-American Affairs, the sum of \$25,000 U. S.

Deposit by Haiti, etc.

(b) The Republic agrees to deposit in the Banque Nationale de la Republique to the account of the American Sanitary Mission, The Institute of Inter-American Affairs, the sum of not less than \$80,000 on the following basis:

During	1947	\$40,000
Not later than March 31, 1948		\$40,000

In addition to the funds described above, it is understood that the Republic, when it is deemed desirable, may make available to the American Sanitary Mission real and personal property, personal services and funds for use in carrying out the cooperative health and sanitation program.

Unexpended funds.

(c) All of the unexpended portion of the funds required to be made available by the Basic Agreement by the parties thereto for the cooperative health and sanitation program shall continue to remain available for such program during the period established by this Extension Agreement. The Funds deposited by the Republic for any

particular period or the funds deposited by the Institute for any particular period to the credit of the American Sanitary Mission, the Institute of Inter-American Affairs, as provided in this Extension Agreement, are not to be withdrawn until the corresponding funds, if any, required to be deposited hereby, for that particular period are deposited by both parties. The Representative of the Government of Haiti and the Chief of Field Party shall determine by mutual agreement the disposition of any unobligated funds remaining to the credit of the American Sanitary Mission, The Institute of Inter-American Affairs, on June 30, 1948.

CLAUSE IV

The Institute may withhold from the deposit called for by Clause III(a) hereof the estimated amount deemed necessary by the Representative of the Government of Haiti and the Chief of Field Party to pay for the purchase in the United States of materials, supplies and equipment and other disbursements relating to the execution of the cooperative health and sanitation program. Any funds so withheld by the Institute shall be considered as if deposited under the terms of Clause III(a) hereof but if not expended or obligated for such purposes, they shall be deposited to the account of the American Sanitary Mission in the bank referred to in Clause III(a) hereof at any time upon mutual agreement of the Representative of the Government of Haiti and the Chief of Field Party.

Amounts withheld
for purchase of mate-
rials in U. S.

CLAUSE V

The salaries, living allowances, travel expenses and any other amounts directly payable to, or on account of, the members of the field party of the Institute, Health and Sanitation Division, in Haiti, shall be paid exclusively from funds of the Institute other than those required by the Basic Agreement and this Extension Agreement to be deposited to the account of the American Sanitary Mission, The Institute of Inter-American Affairs.

Salaries of members
of field party, etc.

CLAUSE VI

For the purpose of this Extension Agreement, the Republic grants unto the Institute all of those rights and privileges which are enjoyed by the several official divisions of the Republic. These rights and privileges shall include, for example, postal, telegraph and telephone services, which shall be free whenever possible, and the right to special rates granted to the Departments of the Republic by the domestic companies of maritime, air transportation, telephone and telegraph and similar services. The Institute shall be exempt from payment of custom duties and other imposts on materials imported into Haiti for its official use in carrying out the cooperative health and sanitation program. The employees of the Institute who are citizens of the United States engaged in carrying out the aforesaid cooperative program of health and sanitation shall be exempt from all taxes, sales or Social Security taxes with respect to income on which they are obligated to pay income or Social Security taxes to the Government of

Rights of Institute,
etc.

the United States of America. Such employees and the immediate members of their families with them in Haiti shall also be exempt from the payment of custom and import duties on their personal effects, equipment and articles imported into Haiti for their personal use.

CLAUSE VII

Property acquired with funds deposited.

All real and personal property acquired with funds required to be deposited to the account of the American Sanitary Mission, The Institute of Inter-American Affairs, pursuant to the Basic Agreement and this Extension Agreement shall become the property of the Republic whenever agreed upon by the Representative of the Government of Haiti and the Chief of Field Party during the term of this Extension Agreement, but no later than the termination thereof.

CLAUSE VIII

Delegation of rights, etc.

Any right, power or duty conferred by the Basic Agreement and this Extension Agreement upon either the Representative of the Government of Haiti or the Chief of Field Party may be delegated by the recipient thereof to representatives, provided such representatives are considered satisfactory by the other party hereto.

CLAUSE IX

Legislation.

The Republic will take the necessary steps to obtain legislation, decrees, orders or resolutions necessary to carry out the terms of this Extension Agreement.

CLAUSE X

Force and effect of Basic Agreement.

This Extension Agreement shall supplement the provision of the Basic Agreement, the terms and provisions of which, in so far as they are not contrary to or inconsistent with the terms and provisions of this Extension Agreement shall continue in full force and effect during the term covered by this Extension Agreement.

CLAUSE XI

Effective date.

This Extension Agreement shall become effective as soon as diplomatic notes confirming and accepting this Extension Agreement have been exchanged by the Secretary of State for Foreign Affairs of the Republic and the Ambassador of the United States of America to Haiti or upon the date of execution hereof in the event that diplomatic notes approving the extension of the cooperative health and sanitation program, as herein provided, have been exchanged prior to the date of execution of this Extension Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives, in duplicate, in the English and French languages, at Port-au-Prince, Haiti, this 30th day of September, 1947.

FOR THE GOVERNMENT OF HAITI	FOR THE INSTITUTE OF INTER- AMERICAN AFFAIRS
EDMÉ TH. MANIGAT	EDWIN L. DUDLEY

ACCORD DE PROROGATION ENTRE LA REPUBLIQUE D'HAITI ET
L'INSTITUT DES AFFAIRES INTERAMERICAINES, RELATIF AU
PROGRAMME SANITAIRE DU GOUVERNEMENT HAITIEN.

Le présent accord de prorogation entre la République d'Haiti (ci-après dénommée l'Etat) représentée par le Secrétaire d'Etat des Relations Extérieures, Son Excellence Monsieur Edmé Th. MANGAT, et l'Institut des Affaires Interaméricaines, agence légale du Gouvernement des Etats-Unis d'Amérique, ci-après dénommé "l'Institut", représenté par M. Edwin L. DUDLEY, Chef de Mission, Division de la Santé et de l'Hygiène de l'Institut (ci-après dénommé "Chef de la Mission"), est conclu en vue d'étendre et de modifier le programme coopératif de santé et d'assainissement entrepris conjointement par l'Etat et l'Institut suivant le précédent accord intervenu entre la République d'Haiti et le Gouvernement des Etats-Unis d'Amérique par notes échangées entre le Président de la République d'Haiti et le Sous-Secrétaire d'Etat des Etats-Unis d'Amérique le 7 Avril 1942, accord complété et modifié par de nouvelles notes échangées entre l'Ambassadeur des Etats-Unis en Haiti et le Secrétaire d'Etat des Relations Extérieures d'Haiti les 29 Juin et 12 Juillet 1944 respectivement, complété et modifié également par l'accord relatif au dit programme contenu dans l'échange de correspondance effectué entre le Vice-Président de l'Institut et le Président de la République les 11 et 12 Juillet 1944 (toutes ces notes et correspondance étant ci-après désignées collectivement par les termes "Accord Principal").

Les parties s'entendent, conviennent et déclarent que le délai d'expiration de l'Accord Principal sera et par la présente est prorogé pour une nouvelle période de neuf mois à partir du premier Octobre 1947 et jusqu'au 30 Juin 1948.

CLAUSE II

L'Institut s'engage à maintenir dans la République d'Haiti pendant la période de prorogation de l'Accord Principal le corps de techniciens et autres spécialistes qui continueront à travailler sous la direction du Chef de Mission agréé par le Gouvernement Haitien et représentant l'Institut en Haiti en tout ce qui a trait à l'exécution du programme faisant l'objet de cet accord de prorogation.

La section de l'Institut en Haiti continuera à travailler sous la dénomination de Mission Sanitaire Américaine et fonctionnera en accord et en collaboration étroite avec l'Etat comme intermédiaire entre l'Etat et l'Institut pour l'exécution du programme coopératif de santé et d'assainissement. Un officiel qualifié de l'Etat, désigné par le Président de la République et ci-après mentionné comme le "Représentant du Gouvernement d'Haiti" continuera à représenter l'Etat dans l'exécution du programme coopératif de santé et d'assainissement. L'Etat reconnaît l'Institut comme une Organisation légale du Gouvernement des Etats-Unis d'Amérique et la Mission Sanitaire Américaine comme une division ou un Bureau de l'Institut.

CLAUSE III

Les parties reconnaissent que l'obligation financière de l'Etat d'après l'Accord Principal sur le programme coopératif de santé et d'assainissement est de \$ 150.000.—(Monnaie légale des Etats-Unis) et que celle de l'Institut d'après l'Accord Principal est de \$ 800.000.—En plus des fonds mentionnés requis par l'Accord Principal pour les contributions de l'Etat et de l'Institut, le programme coopératif de santé et d'assainissement sera en outre financé comme suit pendant la période fixée par la présente prorogation:

a) L'Institut consent à faire dépôt en 1947, à la Banque Nationale de la République d'Haiti au crédit de la Mission Sanitaire Américaine, Institut des Affaires Interaméricaines, de la somme de \$ 25.000.—(monnaie légale des Etats-Unis.)

b) L'Etat consent à déposer à la Banque Nationale de la République d'Haiti, au compte Mission Sanitaire Américaine, Institut des Affaires Interaméricaines, la somme d'au moins \$ 80.000.— sur la base suivante:

pendant le dernier trimestre 1947.....	\$ 40. 000. —
au plus tard le 30 Mars 1948	40. 000. —

En plus des fonds ci-dessus énumérés, il est entendu que l'Etat, lorsque cela est jugé utile, pourra mettre à la disposition de la Mission Sanitaire Américaine des biens meubles ou immeubles, les services d'un personnel et des fonds pour être employés dans l'exécution du programme coopératif de santé et d'assainissement.

c) Toute portion de fonds non utilisée par les parties en cause et dont la disposition était prévue par l'Accord Principal sur le programme coopératif de santé, demeurera disponible pour l'exécution du dit programme pendant la période fixée par cet Accord de Prorogation. La Mission ne pourra opérer aucun tirage de fonds si préalablement l'Etat et l'Institut n'aient conjointement déposé les fonds respectivement prévus pour la période déterminée par le présent Accord de Prorogation. Le Représentant du Gouvernement Haitien et le Chef de la Mission se mettront d'accord pour décider de la disposition de tous fonds non engagés et restant au crédit de la Mission Sanitaire Américaine, l'Institut des Affaires Interaméricaines, le 30 Juin 1948.

CLAUSE IV

L'Institut peut retenir du dépôt requis par la clause III (a) le montant dûment estimé par le Représentant du Gouvernement Haitien et le Chef d'Administration, nécessaire au paiement des achats aux Etats-Unis des matériaux, fournitures, équipement et autres débours nécessités par l'exécution du programme coopératif de santé et d'assainissement. Tous fonds ainsi retenus par l'Institut seront considérés comme déposés aux termes de la clause III (a) mais s'ils ne sont pas dépensés ni requis pour les dites fins, ils seront déposés au compte de la Mission Sanitaire Américaine à la Banque mentionnée par la clause III (a) à n'importe quel moment sur consentement mutuel du Représentant du Gouvernement Haitien et du Chef de la Mission.

CLAUSE V

Les salaires, allocations, frais de voyage et d'entretien et toutes autres valeurs payables directement aux membres de la branche de l'Institut, Division de la Santé et de l'Hygiène, en Haiti, ou pour leur compte, devront être payés exclusivement des fonds de l'Institut autres que ceux requis par l'Accord Principal et cet Accord de Prorogation qui doivent être déposés au crédit de la Mission Sanitaire Américaine, Institut des Affaires Interaméricaines.

CLAUSE VI

En vue d'atteindre les fins du présent Accord de prorogation, l'Etat accorde à l'Institut tous droits et privilèges dont jouissent les différents du Gouvernement Haitien. Ces droits et privilèges comprendront entre autres les services des postes, télégraphes et téléphones, qui seront autant que possible libres de tous frais et le droit de tarif spécial accordé aux Services du Gouvernement par les compagnies de transport aérien et maritime établies dans le pays, de téléphone et télégraphe et autres services similaires. L'Institut sera exonéré du paiement des droits de douane et des autres taxes sur le matériel importé en Haiti destiné à être officiellement employé dans l'exécution du programme coopératif de santé et d'assainissement. Tous les employés de l'Institut des Affaires Interaméricaines qui sont citoyens des Etats-Unis d'Amérique, engagés dans la poursuite des objectifs du programme coopératif d'Hygiène et d'assainissement seront exonérés de tous impôts sur le revenu ou autres taxes d'assurance sociale eu égard aux revenus sur lesquels ils sont contraints de payer des impôts sur le revenu ou des taxes d'assurance sociale au Gouvernement des Etats-Unis d'Amérique. Ces employés et les membres immédiats de leurs familles résidant avec eux en Haiti seront aussi exonérés du paiement des droits de douane et autres droits à l'import sur leurs effets personnels, équipement et fournitures importés pour leur propre usage.

CLAUSE VII

Tout bien meuble ou immeuble acquis avec les fonds déposés au compte de la Mission Sanitaire Américaine, Institut des Affaires Interaméricaines, conformément à l'Accord Principal et au présent Accord de prorogation, deviendra la propriété de l'Etat à n'importe quel moment où il en sera ainsi convenu entre le Représentant du Gouvernement d'Haiti et le Chef de la Mission pendant la période d'exécution du présent Accord de Prorogation, ou au plus tard à la fin de cette prorogation.

CLAUSE VIII

Tout droit, pouvoir ou devoir conféré par l'Accord Principal et cet Accord de Prorogation soit au Représentant du Gouvernement Haitien soit au Chef de la Mission peut être délégué par la partie intéressée à des agents agréés par l'autre partie.

CLAUSE IX

L'Etat prendra les lois, décrets, ordres ou résolutions nécessaires à l'exécution des clauses du présent Accord de Prorogation.

CLAUSE X

Cet Accord de Prorogation suppléera aux clauses de l'Accord Principal, dont les termes et conditions, pour autant qu'ils ne sont contraires aux termes et dispositions de cet Accord de Prorogation ou annulés par eux, continueront d'avoir force et effet pour la période fixée par le présent Accord de Prorogation.

CLAUSE XI

Cet Accord de Prorogation entrera en vigueur aussitôt que les notes diplomatiques le confirmant et l'acceptant auront été échangées entre le Secrétaire d'Etat des Relations Extérieures de la République d'Haiti et l'Ambassadeur des Etats-Unis d'Amérique en Haiti, ou bien à la date d'entrée en vigueur dans l'éventualité que les notes diplomatiques approuvant la prorogation du programme de santé et d'assainissement, comme prévu ci-dessus, auront été échangées antérieurement à la date d'exécution du présent Accord.

En foi de quoi, les parties intéressés ont arrêté le présent Accord de Prorogation et l'on fait signer en double original par leurs Représentants, en anglais et en français, à Port-au-Prince, Haiti ce trente Septembre mil neuf cent quarante sept.

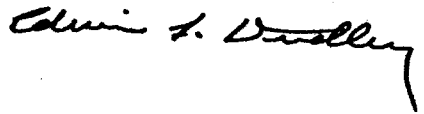
Pour le Gouvernement de la
République d'Haiti:

S): EDMÉ TH. MANIGAT



Pour l'Institut des Affaires
Interaméricaines:

S): EDWIN L. DUDLEY



[SEAL]

Agreement between the United States of America and Italy respecting the rights and privileges of United States forces in Italy, and the transfer of responsibility from the Allied Military Government to the Italian Government. Effected by exchange of notes signed at Rome September 3, 1947; entered into force September 3, 1947.

September 3, 1947
[T. I. A. S. 1694]

The American Ambassador to the Italian Minister of Foreign Affairs

F. O. No. 441

ROME, September 3, 1947.

YOUR EXCELLENCY,

Article 73 of the Treaty of Peace between the Allied and Associated Powers and Italy, provides that all Armed Forces of the Allied and Associated Powers shall be withdrawn from Italy as soon as possible and in any case not later than ninety days from the coming into force of the Peace Treaty. The numbers of the Armed Forces of the United States in Italy have, as the Italian Government is aware, been progressively reduced and it is the desire of the United States Government that those few that still remain shall be withdrawn with the least possible delay. Further, as from the date of entry into force of the Treaty of Peace, it will be necessary for Allied Military Government, which has long been restricted to the part of Venezia Giulia west of the so-called Morgan Line and to the Province of Udine, to be finally brought to an end.

Withdrawal of Allied Armed Forces from Italy.
61 Stat., Pt. 2, p. 1396.

In order (1) that the position of the aforesaid United States Forces during the period while they remain in Italy may be defined, particularly as regards matters of jurisdiction, and that certain ambiguities which otherwise might arise in regard to the facilities to be afforded them may be removed, and in order (2) to provide for the smooth transfer of responsibility from the hands of Allied Military Government to the hands of the Italian Government, discussions have taken place between representatives of the United States Government and the Italian Government who have agreed upon the provisions set out in the annex of which part I relates to the position of the United States Forces and part II to the transfer of responsibility of the Allied Military Government.

Provisions agreed upon.

Post, p. 3662.

Post, p. 3666.

I have the honor to inform your Excellency that the United States Government has confirmed its approval of these provisions and to suggest that if the Italian Government is prepared to do likewise, the present Note together with your Excellency's reply shall be regarded as constituting an agreement between our two Governments on the matter which will enter into force (1) simultaneously with the Peace Treaty between the Allied and Associated Powers and Italy as regards the provisions in part I of the annex, and (2) as from today's date as regards the provisions of part II.

Entry into force.

61 Stat., Pt. 2, p. 1245.

Post, p. 3666.

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

JAMES CLEMENT DUNN

Enclosure:

Military and Civil Affairs
Agreement (Annex).

His Excellency

Count CARLO SFORZA,
Minister of Foreign Affairs,
Rome.

ANNEX

PART I.

1.

Immunities of U. S.
Forces, etc.

A. The United States Forces, including their equipment and stores, shall continue to enjoy, generally, those immunities and facilities which have been afforded them hitherto, when present in or passing through, Italy. In availing themselves of these immunities and facilities, the United States Forces will take due account of the interests of the Italian population.

B. Supplementary agreements on points of detail have been or will be made between the United States High Command and the appropriate Italian authorities.

2.

Facilities accorded
U. S. Forces.

A. The United States Forces shall, in agreement with the competent Italian authorities, continue to enjoy such facilities for movement in and through Italy, including Italian waters and the air space over Italian territory, as are necessary for their complete and early withdrawal.

B. The Italian Government agrees to accord the United States Forces all facilities afforded by Italian ports (including dockyards, dry docks and ship repairing facilities), public services, utilities, railroads, land waterways, telecommunications, and airfields which the Commanding General may request to effect prompt withdrawal of United States Forces for which purpose the Italian Government will afford the necessary priorities. In particular the Italian Government agrees that for mutual convenience special areas in Italian ports may continue to be designated by the Commanding General for the exclusive use of the United States Forces. The Commanding General may continue to police such areas and control the operation of port facilities therein. The Italian Government further agrees that the Commanding General shall have all rights necessary to the creation or maintenance for such time as shall appear necessary of such ports, camps, stations, hospitals, shops, depots, staging areas and such other military facilities and installations as he may determine to be necessary for the purpose of this agreement.

C. The United States High Command shall be entitled to participate, on basis of agreements to be made with competent Italian authorities, in any organization that the Italian authorities may set up for the control and safety of air traffic and of aircraft flying over Italian territory.

Control and safety
of air traffic.

3.

Pending the completion of their withdrawal, the United States Forces may continue to use such of the premises which they at present occupy, for so long as the United States High Command consider necessary. All premises will be vacated as soon as possible and in any case not later than ninety days after the coming into force of the Peace Treaty except for some warehouses which may be required for a short period thereafter for the storage of equipment which is required for use up to the date of final withdrawal and which cannot be shipped on that date.

Use of premises.

61 Stat., Pt. 2,
p. 1245.

4.

In order to meet the signals and postal requirements of the United States Forces.

Signals and postal
requirements of U. S.
Forces.

A. The Italian Government and the United States High Command will cooperate with a view to the use, by the latter, with the same right of priority as hitherto of such Italian telecommunications, radar and other communication services, including radio aids, as may be required for the purposes of the United States Forces.

B. The United States High Command shall be entitled to continue to maintain and operate such radio and radar stations and landline communications networks as are necessary for the purposes of the United States Forces and to use United States codes, cyphers and security equipment.

C. The competent Italian authorities and the United States High Command will continue to cooperate as hitherto with a view to the coordination, regulations, and allocation of all frequencies required for radio communications networks and radar installations.

D. The United States Forces may continue to conduct their own postal system and to retain existing postal arrangements and franking privileges.

5.

The United States Forces may continue to engage local civilian labor as required, either directly or through the intermediary of the competent local Italian authorities at current wage rates.

Local civilian labor.

6.

The United States Forces shall, within the limits of their necessities in Italy continue to have the right to purchase local produce, supplies and manufactured goods in Italy, either directly or through the intermediary of the competent local Italian authorities. In order that such purchases may not have an adverse effect upon Italian economy the United States High Command will come to an understanding

Purchase of local
produce, etc.

with appropriate Italian authorities upon the particular articles which, from time to time, shall be excluded from local purchases by the United States Forces.

7.

Jurisdiction of U. S. military courts, etc.

The Italian Government agrees that the United States Forces, military and naval courts and commissions shall continue to have exclusive jurisdiction, civil and criminal, over all members of the United States Forces in conformity with arrangements already in force.

8.

Tax exemption.

The United States Forces and organizations or persons employed by or accompanying these Forces and property belonging to them or to their Government shall continue to be exempt from all Italian taxation (including customs). The United States High Command will continue to take the necessary steps to ensure that such property is not sold to the public in Italy, except in agreement with the Italian Government.

9.

Policing of U. S. premises.

A. The United States Forces shall have the right to police premises and areas set aside for their special use and to employ military police patrols in other areas as may be necessary for the maintenance of good order and discipline of the United States Forces. Persons who are subject to the jurisdiction of the Italian authorities may be arrested by the United States service police within such premises or areas but shall be handed over without delay to competent Italian authorities.

Offenses outside the installations, etc.

B. The Italian police shall continue to arrest personnel subject to the exclusive jurisdiction of the United States Forces for offenses against Italian law outside the installations, camps, areas and buildings referred to in the preceding sub-paragraph, and detain them until they can be handed over for disposal to the appropriate United States Military authorities. A certificate signed by a United States officer of field grade or equivalent rank that the person to whom it refers belongs to one of the classes of persons mentioned in paragraph 13 below will continue to be conclusive. The procedure for handing over such persons shall continue to be a matter for local arrangements. Immediate notification of any such arrest will be given to the nearest United States military installation.

Persons deemed to be a danger to U. S. forces.

C. The Italian Government will, at the request of the United States High Command, arrest, detain, and where sufficient evidence is produced, put on trial any persons deemed to be a danger to the security of the United States forces in Italy. In making such a request for arrest, the United States High Command will state its reason for doing so.

10.

Mutual assistance.

The Commanding General or his representatives and the appropriate Italian authorities will continue to render such mutual assistance

as may be required for making investigations, collecting evidence, securing the attendance of witnesses, in relation to cases triable under Allied, United States or Italian jurisdiction and to provide procedure for punishment in appropriate courts of witnesses who refuse or fail to comply with a summons, improperly refuse to testify, or who commit perjury or contempt of court.

11.

The Italian Government agrees that the United States Forces shall have the right to hold, support and transfer any displaced persons, refugees or other internees who have not previously been transferred to the care of some other government or organization and for whose care the United States or Allied authorities may be responsible upon the coming into force of the treaty of peace, and to afford the United States Forces such facilities and assistance as may be required for the above mentioned purposes.

Displaced persons,
etc.

12.

The Italian Government will continue to make available all services and facilities required by the United States Armed Forces during this period on the same basis as in the past, in consideration for which the United States Government shall pay to the Italian Government the amount of \$250,000, which amount shall be considered as full compensation for all such services and facilities furnished by the Italian Government under the terms of this Agreement. All other financial arrangements in effect between the Armed Forces of the United States and the Italian Government on February 1, 1947, shall continue in effect for the period of this Agreement.

Compensation for
services furnished by
Italian Government,
etc.

13.

The term "United States Forces" when used in this agreement shall be defined as United States Armed Forces including persons of non-Italian nationality not belonging to such forces but who are employed by or who accompany or serve with those forces and the dependents of such persons, and Governmental organizations and accredited agencies operating under or in conjunction with such forces whenever applicable. Included in the foregoing are:

"United States
Forces."

CLASS I. United States citizens who are:

1. War Department civilian employees
2. Personnel of the American Red Cross
3. Personnel employed by the Army Exchange Service
4. Other personnel possessing United States Armed Forces orders, for the period covered by the order.

CLASS II. United States citizens and aliens who are:

1. Dependents of United States Armed Forces personnel, regardless of nationality.
2. Dependents of Class I personnel indicated above.

PART II

14.

Transfer of respon-
sibility.

61 Stat., Pt. 2,
p. 1245.

The responsibility for the areas at present under Allied Military Government will pass to the Italian Government on the date of the entry into force of the Peace Treaty. In order that the transfer of responsibility may be effected as smoothly and efficiently as possible, the United States High Command will make necessary arrangements with competent Italian authorities with the object of ensuring that necessary Italian personnel may in good time be put in a position to replace United States personnel exercising military government functions.

15.

Trials by Military
Government Courts.

61 Stat., Pt. 2,
p. 1245.

The United States High Command may, up to the end of the ninety day period for the withdrawal of the United States Forces from Italy, continue to conduct and complete the trial by Military Government Courts of any person charged with an offense before the date of the entry into force of the Peace Treaty and cognizable under any proclamation or order heretofore issued by or on behalf of the Allied Military Government, or cognizable under Italian law if committed against persons, property or security of the Allied Forces.

The Italian Minister of Foreign Affairs to the American Ambassador

IL MINISTRO DEGLI AFFARI ESTERI

ROMA, 3 settembre 1947

SIGNOR AMBASCIATORE,

con la nota direttami in data odierna Vostra Eccellenza ha voluto comunicarmi quanto segue:

“Your Excellency,

“Article 73 of the Treaty of Peace between the Allied and Associated Powers and ITALY, provides that all Armed Forces of the Allied and Associated Powers shall be withdrawn from ITALY as soon as possible and in any case NOT later than ninety days from the coming into force of the Peace Treaty. The numbers of the Armed Forces of the UNITED STATES in ITALY have, as the Italian Government is aware, been progressively reduced and it is the desire of the United States Government that those few that still remain shall be withdrawn with the least possible delay. Further, as from the date of entry into force of the Treaty of Peace, it will be necessary for Allied Military Government, which has long been restricted to the part of Venezia Giulia WEST of the so-called MORGAN Line and to the Province of UDINE, to be finally brought to an end.

“In order (1) that the position of the aforesaid United States Forces during the period while they remain in ITALY may be defined, particularly as regards matters of jurisdiction, and that certain ambiguities which otherwise might arise in regard to the facilities to be afforded them may be removed, and in order (2) to provide for the smooth transfer of responsibility from the hands of Allied Military Government to the hands of the Italian Government, discussions have taken place between representatives of the United States Government and the Italian Government who have agreed upon the provisions set out in the annex of which part I relates to the position of the United States Forces and part II to the transfer of responsibility of the Allied Military Government.

“I have the honor to inform your Excellency that the United States Government has confirmed its approval of these provisions and to suggest that if the Italian Government is prepared to do likewise, the present Note together with your Excellency’s reply shall be regarded as constituting an agreement between our two Governments on the matter which will enter into force (1) simultaneously with the Peace Treaty between the Allied and Associated Powers and ITALY as regards the provisions in part I of the annex, and (2) as from today’s date as regards the provisions of part II.

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

Ho l’onore di portare a conoscenza dell’Eccellenza Vostra che il Governo Italiano concorda con quanto Ella ha proposto con la nota predetta ed approva da parte sua le disposizioni contenute nell’Annesso unito alla nota stessa, il cui testo in lingua italiana è allegato alla presente lettera.

Voglia gradire, Signor Ambasciatore, gli atti della mia più alta considerazione

SFORZA

Sua Eccellenza

il Signor JAMES CLEMENT DUNN

Ambasciatore degli Stati Uniti d'America

Roma

ANNESSO

PARTE PRIMA

1.a) Le Forze degli Stati Uniti, ivi compresi il loro equipaggiamento e depositi, allorchè sosterranno o transiteranno in territorio italiano, continueranno in linea generale a beneficiare di quelle immunità e facilitazioni che sono state loro concesse finora. Nell'avvalersi di tali immunità e facilitazioni, le Forze degli Stati Uniti terranno dovuto conto degli interessi della popolazione italiana.

b) Accordi supplementari su questioni di dettaglio sono stati e saranno conclusi tra l'Alto Comando degli Stati Uniti e le competenti Autorità Italiane.

2.a) Le Forze degli Stati Uniti, d'accordo con le competenti Autorità Italiane, continueranno a godere, per i loro movimenti entro il territorio italiano, ivi comprese le acque italiane e lo spazio aereo sovrastante il territorio italiano, di quelle facilitazioni che siano necessarie per il loro completo e rapido ritiro.

b) Il Governo Italiano acconsente a concedere alle Forze degli Stati Uniti tutte le facilitazioni offerte dai porti italiani (ivi compresi cantieri, bacini di carenaggio, ed attrezzature per riparazioni di navi), servizi pubblici, impianti, ferrovie, vie di navigazione fluviale, telecomunicazioni, ed aeroporti che il Generale Comandante possa richiedere per effettuare il sollecito ritiro delle Forze degli Stati Uniti, per il quale scopo il Governo Italiano accorderà le precedenzae necessarie.

In particolare, il Governo Italiano acconsente a che, per mutua convenienza, speciali zone nei porti italiani possano continuare a venir designate dal Generale Comandante per uso esclusivo delle Forze degli Stati Uniti. Il Generale Comandante potrà continuare ad esercitare poteri di polizia in tali zone e controllarvi il funzionamento delle attrezzature portuali. Il Governo Italiano inoltre acconsente a che il Generale abbia tutti i diritti occorrenti per la istituzione e il mantenimento, per il tempo che apparirà necessario, di quei porti, accampamenti, stazioni, ospedali, magazzini, depositi, zone di smistamento ed ogni altra attrezzatura o installazione militare che egli ritenga necessari ai fini del presente accordo.

c) L'Alto Comando degli Stati Uniti avrà facoltà di partecipare, sulla base di accordi da prendere con le Autorità Italiane competenti, a qualsiasi organizzazione che le Autorità Italiane potranno costituire per il controllo e la sicurezza del traffico aereo e degli apparecchi che sorvolino il territorio italiano.

3.) Durante l'effettuazione del loro completo ritiro, le Forze degli Stati Uniti potranno continuare ad usare quegli edifici che esse occupano attualmente e per tutto il tempo che l'Alto Comando degli Stati Uniti riterrà necessario.

Tutti gli edifici saranno evacuati appena possibile ed in ogni caso non oltre il novantesimo giorno dopo l'entrata in vigore del Trattato di Pace fatta eccezione per alcuni magazzini che possono essere richiesti per un breve periodo oltre tale data allo scopo di depositarvi materiali che debbono essere usati fino alla data del ritiro definitivo e che non possono essere spediti alla data stessa.

4.) Per far fronte alle necessità postali e di telecomunicazioni delle Forze degli Stati Uniti:

a) — il Governo Italiano e l'Alto Comando degli Stati Uniti coopereranno affinché quest'ultimo possa avvalersi, con lo stesso diritto di precedenza goduto finora, dei servizi di telecomunicazione, servizi RADAR e altri mezzi di comunicazione compresa l'assistenza radio-telegrafica, che possono essere richiesti dai bisogni delle Forze degli Stati Uniti.

b) — L'Alto Comando degli Stati Uniti avrà la facoltà di continuare a mantenere e far funzionare quelle stazioni radio e RADAR e reti di comunicazione terrestri che siano necessarie per i bisogni delle Forze degli Stati Uniti e ad usare codici degli Stati Uniti, cifrari e mezzi di sicurezza.

c) — Le competenti Autorità Italiane e l'Alto Comando degli Stati Uniti continueranno a cooperare come prima alla coordinazione, regolamentazione e assegnazione di tutte le frequenze di onda richieste per la rete di radio comunicazioni e le installazioni RADAR.

d) — Le Forze degli Stati Uniti potranno continuare a gestire il loro proprio sistema postale e ad usufruire degli accordi postali esistenti e dei privilegi di franchigia.

5.) Le Forze degli Stati Uniti potranno continuare ad assumere localmente personale civile secondo i loro bisogni, sia direttamente che tramite le competenti Autorità Italiane locali, alle condizioni salariali correnti.

6.) Le Forze degli Stati Uniti continueranno, entro i limiti delle loro necessità in Italia ad avere il diritto di acquistare prodotti locali derrate e manufatti, sia direttamente che per il tramite delle competenti Autorità Italiane locali. Ad evitare che tali acquisti possano avere effetti dannosi all'economia italiana, l'Alto Comando degli Stati Uniti prenderà accordi con le competenti Autorità Italiane per escludere di volta in volta determinati articoli dagli acquisti locali delle Forze degli Stati Uniti.

7.) Il Governo Italiano acconsente a che le Forze degli Stati Uniti, i Tribunali e le Commissioni Militari e Navali continuino ad avere esclusiva giurisdizione civile e penale su tutti i membri delle Forze degli Stati Uniti in conformità alle intese già in vigore.

8.) Le Forze degli Stati Uniti e gli enti o le persone impiegate da tali Forze o che ne fanno parte e i beni appartenenti ad esse ed al

loro Governo continueranno ad essere esenti da ogni imposta italiana, compresi i dazi doganali.

L'Alto Comando degli Stati Uniti continuerà a prendere i provvedimenti necessari ad evitare che i detti beni siano venduti al pubblico italiano se non d'accordo con il Governo Italiano.

9. a) Le Forze degli Stati Uniti avranno il diritto di esercitare poteri di polizia negli edifici e nelle zone destinate al loro uso particolare e di impiegare pattuglie di polizia militare in altre zone quando ciò sia necessario allo scopo di mantenere l'ordine e la disciplina delle truppe degli Stati Uniti. Persone sottoposte alla giurisdizione delle Autorità Italiane possono essere arrestate dalla polizia militare degli Stati Uniti entro tali edifici e zone ma saranno senza indugio consegnate alle competenti Autorità Italiane.

b) La polizia italiana continuerà ad arrestare persone sottoposte all'esclusiva giurisdizione delle Forze degli Stati Uniti per offese alla legge italiana al di fuori delle installazioni, accampamenti, aree ed edifici di cui è menzione nel precedente comma, trattenendo tali persone finchè potranno essere messe a disposizione delle competenti Autorità militari degli Stati Uniti. A tale scopo continuerà ad essere sufficiente una dichiarazione firmata da un ufficiale superiore degli Stati Uniti o di grado equivalente, attestante che le persone di cui si tratta appartengono ad una delle categorie di cui all'art. 13. La procedura per il trasferimento di tali persone sarà fissata localmente. Notifica immediata di ogni arresto del genere verrà data al più vicino posto militare degli Stati Uniti.

c) Il Governo Italiano, a richiesta dell'Alto Comando degli Stati Uniti, procederà al fermo, alla detenzione e, quando vi siano prove sufficienti, al rinvio a giudizio delle persone ritenute pericolose alla sicurezza delle Forze degli Stati Uniti in Italia. Nell'avanzare tali richieste d'arresto l'Alto Comando degli Stati Uniti ne comunicherà i motivi.

10.) Il Generale Comandante o i suoi rappresentanti e le competenti Autorità Italiane continueranno a prestarsi quella reciproca assistenza che sarà necessaria per le indagini, la raccolta di prove e la comparsa di testimoni, in relazione a procedimenti sottoposti alla giurisdizione alleata, degli Stati Uniti o italiana nonchè a provvedere per la condanna dinanzi alla magistratura competente di testimoni che rifiutino o manchino di ottemperare alle citazioni, rifiutino indebitamente di testimoniare o giurino il falso o commettano oltraggio all'autorità giudiziaria.

11.) Il Governo Italiano acconsente a che le Forze degli Stati Uniti abbiano il diritto di custodire, mantenere e trasferire i "D. P.", i rifugiati e gli altri internati che non siano stati previamente trasferiti a cura di altro governo od organizzazione e per i quali gli Stati Uniti o le Autorità Alleate siano responsabili all'atto dell'entrata in vigore del trattato di pace, nonchè ad accordare alle Forze degli Stati Uniti le facilitazioni e l'assistenza che siano necessari agli scopi anzidetti.

12.) Durante questo periodo il Governo Italiano continuerà a mantenere a disposizione tutti i servizi e le agevolazioni necessarie alle

Forze Armate degli Stati Uniti, sulla stessa base che in passato; in considerazione di ciò il Governo degli Stati Uniti pagherà al Governo Italiano la somma di dollari 250 mila, ammontare che verrà considerato come totale rimborso per tutti i servizi e le agevolazioni forniti dal Governo Italiano ai termini del presente accordo.

Ogni altro accordo di carattere finanziario avente vigore fra le FF. AA. degli Stati Uniti e il Governo Italiano al 1° febbraio 1947, continuerà ad aver vigore per la durata del presente accordo.

13.) L'espressione "Forze degli Stati Uniti", usata nel presente accordo va intesa come "Forze Armate degli Stati Uniti" ivi comprese le persone di nazionalità non italiana che, pur non appartenendo a tali Forze, siano impiegate o accompagnino o prestino servizio con esse ed i loro dipendenti, nonchè gli enti governativi e gli agenti accreditati che svolgono la loro attività alle dipendenze o in collegamento con le forze stesse. Sono inclusi nelle categorie precedenti:

Gruppo I - Cittadini degli Stati Uniti che sono:

- a) Impiegati civili del Dipartimento della Guerra
- b) Personale della Croce Rossa Americana
- c) Personale impiegato dall'"Army Exchange Service"
- d) Altro Personale che sia fornito di documenti di viaggio rilasciati dalle Forze Armate degli Stati Uniti per il periodo cui si riferiscono i documenti stessi.

Gruppo II - Cittadini degli Stati Uniti e stranieri che sono:

- a) Familiari a carico di personale delle Forze Armate degli Stati Uniti, indipendentemente dalla nazionalità.
- b) Familiari a carico del personale del Gruppo I suindicato.

PARTE SECONDA

14.) La responsabilità per le zone attualmente sotto il Governo Militare Alleato passerà al Governo Italiano alla data dell'entrata in vigore del Trattato di Pace. Allo scopo di assicurare che il trasferimento di tale responsabilità venga effettuato nel modo più normale ed efficace possibile, l'Alto Comando degli Stati Uniti prenderà gli accordi necessari con le competenti Autorità Italiane al fine di assicurare che il personale italiano necessario sia tempestivamente posto in grado di sostituire il personale degli Stati Uniti esercitante funzioni di governo militare.

15.) L'Alto Comando degli Stati Uniti ha facoltà, entro il periodo di novanta giorni stabiliti per il ritiro delle Forze degli Stati Uniti dall'Italia, di continuare sino ad esaurimento da parte dei tribunali militari lo svolgimento dei processi in corso contro chiunque sia accusato di reato commesso anteriormente alla data dell'entrata in vigore del Trattato di Pace, reato contemplato da un qualsiasi proclama od ordinanza già emanata dal governo militare alleato o per suo conto, o previsto dalla legge italiana, se sia stato commesso contro persone, la proprietà o la sicurezza delle forze alleate.

Translation

THE MINISTER OF FOREIGN AFFAIRS

ROME, *September 3, 1947*

MR. AMBASSADOR:

By the note of today's date addressed to me, Your Excellency was good enough to inform me as follows:

[For the text of the American Ambassador's note see p. 3661.]

Italian agreement
with proposal.

I have the honor to inform Your Excellency that the Italian Government is in agreement with the proposal made by you in the preceding note and approves for its part the provisions contained in the Annex attached to the said note, the text of which in the Italian language is enclosed with the present letter.

Ante, p. 3662.

Please accept, Mr. Ambassador, the assurances of my highest consideration.

SFORZA

His Excellency

JAMES CLEMENT DUNN

*Ambassador of the United States of America**Rome*

ANNEX

FIRST PART

1. (a) The United States Forces, including their equipment and stores, shall continue to enjoy, generally, those immunities and facilities which have been afforded them hitherto, when present in or passing through Italian territory. In availing themselves of such immunities and facilities, the United States Forces will take due account of the interests of the Italian people.

(b) Supplementary agreements on points of detail have been and will be made between the United States High Command and the appropriate Italian authorities.

2. (a) The United States Forces shall, in agreement with the competent Italian authorities, continue to enjoy such facilities for movement within Italian territory, including Italian waters and the air space above Italian territory, as are necessary for their complete and rapid withdrawal.

(b) The Italian Government agrees to accord to the United States Forces all facilities afforded by Italian ports (including dockyards, dry docks, and ship repairing facilities), public services, plants, railroads, land waterways, telecommunications and airports which the Commanding General may request to effect prompt withdrawal of the United States Forces, for which purpose the Italian Government will afford the necessary priorities.

In particular, the Italian Government agrees that, for mutual convenience, special areas in Italian ports may continue to be designated by the Commanding General for the exclusive use of the United States Forces. The Commanding General may continue to police such areas and to have control of the operation of port facilities therein. The Italian Government also agrees that the Commanding General shall have all rights necessary for the creation and maintenance, for such time as shall appear necessary, of such ports, camps, stations, hospitals, warehouses, depots, staging areas and such other military facilities or installations which he may consider necessary for the purposes of this agreement.

(c) The United States High Command shall be entitled to participate, on the basis of agreements to be made with the competent Italian authorities, in any organization that the Italian authorities may set up for the control and safety of air traffic and of aircraft flying over Italian territory.

3.) Pending the completion of their withdrawal, the United States Forces may continue to make use of such buildings which they at present occupy, for so long as the United States High Command may consider necessary.

All buildings will be evacuated as soon as possible and in any case no later than the ninetieth day after the coming into force of the Peace Treaty except for some warehouses which may be required for a short period thereafter for the storage of equipment which is to be used up to the date of final withdrawal and which cannot be shipped on that date.

4.) In order to meet the postal and telecommunications requirements of the United States Forces:

(a) The Italian Government and the United States High Command will cooperate in order that the latter may avail itself, with the same right of priority as hitherto, of telecommunications and radar services and other means of communication, including radio-telegraph aids, as may be required by the needs of the United States Armed Forces.

(b) The United States High Command shall be entitled to continue to maintain and operate such radio and radar stations and landline communications networks as are necessary for the needs of the United States Forces and to use United States codes, ciphers and security equipment.

(c) The competent Italian authorities and the United States High Command will continue to cooperate as hitherto in the coordination, regulation, and allocation of all frequencies required for radio communications networks and radar installations.

(d) The United States Forces may continue to conduct their own postal system and to make use of existing postal agreements and franking privileges.

5.) The United States Forces may continue to engage locally civilian personnel as required, either directly or through the intermediary of the competent local Italian authorities, at current wage rates.

6.) The United States Forces shall, within the limits of their necessities in Italy, continue to have the right to purchase local produce, commodities and manufactured goods, either directly or through the intermediary of the competent local Italian authorities. In order that such purchases may not have an adverse effect upon Italian economy, the United States High Command will come to an understanding with the appropriate Italian authorities to exclude from time to time particular articles from local purchases by the United States Forces.

7.) The Italian Government agrees that the United States Forces, military and naval courts and commissions shall continue to have exclusive jurisdiction, civil and criminal, over all members of the United States Forces in conformity with the arrangements already in force.

8.) The United States Forces and the organizations or persons employed by such Forces or which are part of them and property belonging to them and to their Government shall continue to be exempt from all Italian taxation, including customs.

The United States High Command will continue to take the necessary steps to ensure that such property is not sold to the Italian public except in agreement with the Italian Government.

9. (a) The United States Forces shall have the right to exercise police powers in the buildings and areas set aside for their special use and to employ military police patrols in other areas when that may be necessary to maintain the order and discipline of the United States troops. Persons who are subject to the jurisdiction of the Italian authorities may be arrested by the United States military

police within such buildings and areas but shall be turned over without delay to the competent Italian authorities.

(b) The Italian police shall continue to arrest persons subject to the exclusive jurisdiction of the United States Forces for offenses against Italian law outside the installations, camps, areas and buildings referred to in the preceding sub-paragraph, and detain such persons until they can be placed at the disposal of the appropriate United States military authorities. For that purpose, a certificate signed by a United States officer of field grade or equivalent rank attesting that the persons in question belong to one of the classes mentioned in Article 13 will continue to be sufficient. The procedure for the transfer of such persons shall be determined locally. Immediate notification of such arrest will be given to the nearest United States military post.

(c) The Italian Government will, at the request of the United States High Command, arrest, detain and, when there is sufficient proof, put on trial persons dangerous to the security of the United States Forces in Italy. In making such requests for arrest, the United States High Command shall indicate the reasons for doing so.

10. The Commanding General or his representatives and the appropriate Italian Authorities will continue to render such mutual assistance as may be required for the investigations, collection of evidence and the appearance of witnesses, in relation to proceedings subject to Allied, United States or Italian jurisdiction and to provide for the sentencing in the appropriate courts of witnesses who refuse or fail to comply with the summons, improperly refuse to testify, or who commit perjury or who are in contempt of court.

11.) The Italian Government agrees that the United States Forces shall have the right to hold, support and transfer any "D.P.'s", refugees and other internees who have not previously been transferred to the care of some other government or organization and for whom the United States or Allied authorities may be responsible upon the coming into force of the treaty of peace, and agrees to afford the United States Forces such facilities and assistance as may be required for the above-mentioned purposes.

12.) The Italian Government will continue to make available all the services and facilities required by the United States Armed Forces during this period on the same basis as in the past in consideration for which the United States Government shall pay to the Italian Government the amount of 250 thousand dollars, which amount shall be considered as full compensation for all the services and facilities furnished by the Italian Government under the terms of the present agreement.

All other financial arrangements in effect between the Armed Forces of the United States and the Italian Government on February 1, 1947 shall continue in effect for the period of this Agreement.

13.) The term "United States Forces", used in this agreement shall be understood as United States Armed Forces, including persons of non-Italian nationality who, although not belonging to such Forces,

are employed by or accompany or serve with them and their dependents, and government organizations and accredited agents operating under or in conjunction with such forces. Included in the preceding category are:

Class I – United States citizens who are:

- (a) War Department civilian employees.
- (b) Personnel of the American Red Cross.
- (c) Personnel employed by the Army Exchange Service.
- (d) Other Personnel possessing (travel orders issued by the United States Armed Forces, for the period referred to in) such orders.

Class II – United States citizens and aliens who are:

- (a) Dependents of United States Armed Forces personnel regardless of nationality.
- (b) Dependents of the Class I personnel indicated above.

SECOND PART

14.) The responsibility for the areas at present under the Allied Military Government will pass to the Italian Government on the date of the entering into effect of the Peace Treaty. In order to make certain that the transfer of such responsibility may be effected as smoothly and efficiently as possible, the United States High Command will make the necessary arrangements with the competent Italian authorities with the object of ensuring that the necessary Italian personnel may in good time be put in a position to replace United States personnel exercising military government functions.

15.) The United States High Command may, within the period of ninety days set for the withdrawal of the United States Forces from Italy, continue to conduct and complete the trial by the Military Courts of anyone charged with an offense committed before the date of the entry into force of the Peace Treaty, an offense covered by any proclamation or order heretofore issued by or on behalf of the Allied Military Government, or covered by Italian law, if committed against persons, property or the security of the Allied Forces.

Agreement between the United States of America and Canada respecting an arrangement for evaluation of all facilities of the Canol Project. Effected by exchange of notes signed at Ottawa February 26, 1945; entered into force February 26, 1945.

February 26, 1945
[T. I. A. S. 1695]

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

EMBASSY OF THE
UNITED STATES OF AMERICA
Ottawa, Canada, February 26, 1945.

No. 200

SIR:

I have the honor to refer to previous correspondence and specifically to the exchanges of notes of June 27 and 29, 1942, August 14 and 15, 1942, and June 7, 1944, as well as to recent discussions which have taken place with officials of your Government, all with regard to the Canol Project.

57 Stat. 1413.

57 Stat. 1416; 58 Stat. 1384.

In the note of June 27, 1942, my Government proposed that the pipeline from Norman Wells to Whitehorse and the refinery at Whitehorse should be operated under contracts with it or by its agents or representatives during the war. I am instructed now to propose that this shall not be construed as requiring that the United States shall continue to operate the pipeline and the refinery until the termination of hostilities, and further to seek the agreement of your Government that the United States may terminate or modify operation of any or all of the facilities of the Canol Project including the products pipeline system when, in its opinion, military considerations make such a course desirable. It is understood that the United States authorities will remain responsible for such care or maintenance of the facilities as they regard as necessary or desirable.

57 Stat. 1413.

In the exchange of notes of August 14 and 15, 1942, it was provided that at the termination of hostilities discussions should be undertaken at the request of either Government with a view to reaching an agreement in regard to the disposition of the pipeline from Skagway to Whitehorse. Subsequently, by exchange of notes dated June 7, 1944, the two Governments agreed that the foregoing arrangements should apply also to the gasoline distribution lines from Carcross to Watson Lake and from Whitehorse to Fairbanks. My Government now desires to propose that the products pipeline system be evaluated by the appraisers appointed for the valuation of the crude oil system, but as an independent problem.

57 Stat. 1416.

58 Stat. 1384.

The exchange of notes of June 27 and 29, 1942, provides for valuation of the crude oil pipeline and refinery at the termination of hostilities at the then commercial value of these facilities. My Government now desires to propose that all the facilities of the Canol Project,

57 Stat. 1413.

including the products pipeline system, shall be valued at their commercial values as of the time or times of the completion of the appraisal, and in this connection it proposes that appraisal of the Canol Project should be initiated within a reasonable time following notice of the termination of operation of the project, or a major part thereof, and completed as soon as practicable.

It therefore further proposes that the two Governments appoint representatives at an early date in order jointly to inspect the physical property, collect information and submit preliminary reports relating to evaluation as early as practicable and, if possible, prior to the termination of operations.

If your Government agrees to the proposals made herein it is suggested that this note and your reply indicating such agreement shall be regarded as placing on record the understanding of the two Governments on this matter.

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

RAY ATHERTON

The Right Honorable
*The Secretary of State
 for External Affairs,
 Ottawa.*

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

DEPARTMENT OF
 EXTERNAL AFFAIRS
 CANADA

No. 17

OTTAWA, February 26, 1945.

EXCELLENCY:

I have the honour to acknowledge your note No. 290 of February 26 in which you make certain proposals with regard to the Canol Project.

The proposals set forth in your note are acceptable to the Canadian Government, and it is agreed that your note and this reply shall be regarded as placing on record the understanding arrived at between the two Governments on this matter.

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

W. L. MACKENZIE KING.
*Secretary of State for
 External Affairs.*

His Excellency
*The United States Ambassador to Canada,
 Embassy of the United States of America,
 Ottawa, Canada.*

Agreement between the United States of America and Canada respecting waiver by Canada of certain rights relating to crude oil facilities of the Canol Project. Effected by exchange of notes signed at Ottawa August 31, and September 6, 1945; entered into force September 6, 1945.

August 31 and
September 6, 1945
[T. I. A. S. 1696]

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

DEPARTMENT OF
EXTERNAL AFFAIRS
CANADA

No. 83

OTTAWA, August 31, 1945.

SIR:

Under the exchange of notes of June 27-29, 1942, the Canadian Government acquired an option to purchase the facilities of the crude oil pipeline from Norman Wells to Whitehorse and the refinery at Whitehorse at a valuation based upon the commercial value of the pipeline and refinery as agreed by valuers named by Canada and the United States. Under the exchange of notes of February 26, 1945, it was agreed that this valuation should take place within a reasonable time following notice of the termination of operation of the project or a major part thereof.

57 Stat. 1413.

Ante, p. 3677.

The Canadian Government has decided not to exercise the option referred to in the preceding paragraph and desires to inform the Government of the United States that it is now willing to waive that option. Under these circumstances it believes that the interest of neither country would be served by proceeding with former plans for joint valuation and that these should therefore be abandoned.

The exchange of notes of June 27-29, 1942, provided that if the Canadian Government did not exercise its option, now waived, to purchase the crude oil facilities within three months, they might be offered for sale by public tender with the amount of the valuation as the reserve price. In view of the desire of the Canadian Government not to proceed with joint valuation of the project, the Canadian Government likewise waives the provision above referred to whereby the facilities must be offered at the reserve price.

57 Stat. 1413.

It is understood that the United States Government will at a later date submit to the Canadian Government plans for the disposition of the Canol facilities.

The Canadian Government hopes that the waivers of its rights as set forth above will be acceptable to the Government of the United States and will facilitate disposition of the Canol facilities.

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

N A ROBERTSON

For Secretary of State for External Affairs.

*The Charge d'Affaires a.i.,
United States Embassy,
Ottawa, Canada.*

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

No. 366.

OTTAWA, CANADA, September 6, 1945.

SIR:

I have the honor to acknowledge the receipt of your note No. 83 of August 31, 1945, regarding the crude oil facilities of the Canol Project, and to confirm the understanding that the Government of the United States will at a later date submit to the Canadian Government plans for the disposition of the Canol facilities.

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

RAY ATHERTON

The Right Honorable
*The Secretary of State
for External Affairs,
Ottawa.*

Arrangement between the United States of America and Canada respecting disposal of crude oil facilities of the Canol Project. Effected by exchange of notes signed at Ottawa November 7 and December 30, 1946; entered into force December 30, 1946. And exchange of notes signed March 5 and 6, 1947.

November 7,
December 30, 1946,
March 5, 6, 1947
[T. I. A. S. 1897]

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

EMBASSY OF THE
UNITED STATES OF AMERICA
Ottawa, Canada November 7, 1946

No. 593

SIR:

I have the honor to refer to your note No. 83, dated August 31, 1945, and to my note No. 366, dated September 6, 1945, in regard to the crude oil pipeline from Norman Wells, Northwest Territories, to Whitehorse, Yukon Territory, and the refinery at Whitehorse, which, together with equipment pertaining thereto, have been referred to as the crude oil facilities of the Canol Project. My reply of September 6 confirmed the understanding that the United States would at a later date submit to the Canadian Government *plans* for the disposition of these facilities.

Ante, pp. 3679, 3680.

In accordance with the understanding referred to, there are set forth in this note proposed plans for disposal which, it is hoped, will prove acceptable to your Government. These proposals have been drawn up to give effect to the underlying principle, that, as military considerations are no longer paramount, disposal should be accomplished in a manner designed to recover the fair monetary value of facilities.

It will be recalled that in the exchange of notes of June 27-29, 1942, the two Governments agreed that if neither the Canadian Government nor any private company desired to purchase the crude oil pipeline and refinery, the disposition of both facilities should be referred to the Permanent Joint Board on Defense for consideration and recommendation. It was further agreed in the same exchange of notes that the two Governments would not themselves order or allow the dismantling of either the pipeline or the refinery unless and until approval for dismantlement should be recommended by the Permanent Joint Board on Defense.

57 Stat. 1413.

In the foregoing connection I understand that it is the view of the competent military authorities of our two countries that the crude oil facilities of the Canol Project no longer have defense value. Accordingly, it seems apparent that the above referred to provisions relating to the Permanent Joint Board are now unnecessary and should be annulled in order that the disposal authorities may have maximum freedom of action. My Government hopes that the Canadian Government will concur in this view and will agree to the

annulment of those provisions, thereby permitting dismantlement of the facilities if that course should be desired by the United States authorities or its successors in interest. In the event that the Canadian Government concurs in the foregoing, my Government further desires to propose the following plans to cover the disposition of the crude oil facilities of the Canol Project:

Sale.

1. It is proposed to advertise the sale of the crude oil facilities in the press of both Canada and the United States. The following general principles will be observed in selling and disposing of the facilities.

Transfer to private ownership.

A. (i) The United States Government may, if it so desires, transfer the crude oil facilities of the Canol Project, or any part thereof, to private ownership, subject to the laws of Canada and the territory or territories in which such facilities are situate. Such transfer shall be exempt from import duties and excise taxes.

(ii) The land, rights of way, riparian rights and other easements, supplied by and owned by the Canadian Government and required for the satisfactory utilization of the facilities, may be leased or acquired by the purchaser or purchasers on equitable terms from the Canadian Government under the laws of Canada and the territory or territories concerned.

(iii) The land, rights of way, riparian rights and other easements, supplied by but not owned by the Canadian Government and required for the satisfactory utilization of the facilities, will be acquired by the Canadian Government and transferred to the purchaser or purchasers at his or their expense if such purchaser or purchasers are unable to lease or acquire such land, rights of way, riparian rights and easements on equitable terms from the owners.

58 Stat. 1384.

(iv) Subject to the foregoing clauses (ii) and (iii) of this paragraph, the purchaser or purchasers shall enjoy the rights set forth in paragraph 3 (b) of my note of June 7, 1944, as interpreted by section 4 of the same note.

(v) The facilities, together with the land, rights of way, riparian rights and other easements leased or acquired by the new owner or owners shall be held and, if operated, shall be operated under the laws of Canada and the territory or territories in which they are situate. No owner, however, would be obligated to operate the facilities.

Removal from Canada.

B. If the United States Government does not dispose of any or all of the facilities under the terms of paragraph A above, the Government, its agents, or its successors in interest may remove from Canada such of the facilities as they may elect to remove for use in the United States or elsewhere. It is understood that if the United States, its agents, or its successors in interest do elect to remove any or all of the facilities, the Canadian Government will facilitate such operations by providing for continuance of the rights referred to under paragraph 4 (b) and 4 (d) of the American note of June 27, 1942. It is not intended to give either A or B above precedence

57 Stat. 1414.

or priority over the other since the governing factor will be the amount bid.

C. The Government of Canada may purchase from the United States through the appropriate governmental agencies such of the facilities not disposed of under A or B as that Government may desire to obtain for its own use or disposition.

Purchase by
Canada.

D. Any of the facilities not disposed of under paragraphs A, B, and C above, after a period of two years from the date of this agreement, shall, at the option of the United States, either be removed from Canada by the United States authorities or shall be left *in situ* and regarded as of no value unless put to beneficial use. The principle is recognized that if any such property should thereafter be put to beneficial use the United States Government should receive fair compensation.

2. In view of certain provisions of the Surplus Property Act of 1944, it is proposed that the provisions of this note and your reply agreeing thereto constitute an arrangement between our two Governments effective at a date mutually to be agreed upon, such date to be not less than thirty days from the date of your reply. It is further proposed that the arrangement shall be effective only if neither Government has, before the date referred to in the preceding sentence, expressed a desire for any change in the lettered paragraphs A through D above.

58 Stat. 765.
60 U. S. C. app.
§§ 1611-1646.

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

RAY ATHERTON

The Right Honorable

*The Secretary of State
for External Affairs,
Ottawa.*

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

DEPARTMENT OF
EXTERNAL AFFAIRS
CANADA

No. 168

OTTAWA, *December 30th, 1946.*

EXCELLENCY,

I have the honour to acknowledge the receipt of your note No. 593 of November 7 in which you make certain proposals with regard to the disposal of the Canol Project.

Ante, p. 3681.

2. The proposals made in your note under reference have been examined by the appropriate authorities of the Canadian Government and it gives me pleasure to inform you that those proposals are accepted. It is therefore agreed that the provisions of your note and this reply constitute an agreement between our two Governments which shall be effective at a date mutually to be agreed upon, such date to be not before January 29th, 1947, thirty days from the date of this note. It

is further agreed that the arrangement shall be effective only if neither Government has, before the effective date of this arrangement, expressed a desire for any change in the lettered paragraphs A through D of your note No. 593.

Ante, pp. 3682-3683.

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

R. M. MACDONNELL
for the Secretary of State for
External Affairs.

His Excellency,
*the United States Ambassador,
United States Embassy,
Ottawa.*

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

DEPARTMENT OF
EXTERNAL AFFAIRS
CANADA

OTTAWA, *December 30th, 1946.*

DEAR MR. ATHERTON,

May I refer to the exchange of notes dated November 7th and December 30th, 1946 which provides for the disposal of the Canol crude oil facilities, and particularly to section 1D of your note No. 593.

Ante, p. 3683.

It is the understanding of the Canadian Government that neither section 1D nor any other provision of your note under reference imposes on Canada any responsibility for the custody of any of the Canol facilities at any time in the future. Further, it is our understanding that the Canadian Government does not accept responsibility for the payment of fair compensation to the United States Government should, at any time after the two-year period, it be brought to our attention that any of the Canol facilities are being put to beneficial use by private interests.

I should be grateful if you would confirm that this is the interpretation which has been placed on this agreement by your Government.

Yours sincerely,

R. M. MACDONNELL
*Acting Under-Secretary of State
for External Affairs.*

His Excellency
the Hon. RAY ATHERTON,
*United States Ambassador to Canada,
United States Embassy,
Ottawa.*

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

EMBASSY OF THE
UNITED STATES OF AMERICA
Ottawa, Canada, December 30, 1946.

DEAR MR. MACDONNELL:

I have received your letter of December 30, 1946 referring to the exchange of notes dated November 7 and December 30, 1946 which provides for the disposal of the Canol crude oil facilities and particularly to section 1D of my note, and setting forth the interpretation which has been placed on this agreement by your Government.

Ante, p. 3683.

I am pleased to inform you that my Government is in agreement with the interpretation of this agreement as set forth in your letter under reference.

Sincerely yours,

RAY ATHERTON

R. M. MACDONNELL, *Esquire,*
Acting Under Secretary of State
for External Affairs,
Department of External Affairs,
Ottawa.

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

AMERICAN EMBASSY
Ottawa, March 5, 1947

No. 656

SIR:

I have the honor to refer to your Note No. 168 of December 30, 1946, in which you informed me that the Canadian Government was agreeable to certain proposals which had been made by the United States Government with regard to the disposition of the crude oil facilities of the Canol project, which had been transmitted to you by my Note No. 593 of November 7, 1946. In the exchange of notes in question it was provided that the agreement thus arrived at should become effective at a date mutually to be agreed upon.

Ante, p. 3683.

Ante, p. 3681.

I have now been instructed to inform you that the United States Government suggests March 1, 1947 as the effective date of the agreement. If this date is agreeable to the Canadian Government, it is proposed that this note and your reply thereto in that sense shall fix March 1, 1947 as the effective date of the agreement between the Canadian and American Governments relative to the disposal of the Canol crude oil facilities.

Effective date.

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

RAY ATHERTON

The Right Honorable
*The Secretary of State
 for External Affairs,
 Ottawa.*

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

DEPARTMENT OF
 EXTERNAL AFFAIRS
 CANADA

No. 30

OTTAWA, *March 6, 1947*

EXCELLENCY :

I have the honour to refer to your Note No. 656 of March 5 and to inform you that the Canadian Government concurs in the suggestion of the United States Government that March 1, 1947, be designated as the effective date of the agreement between Canada and the United States set forth in the supplementary Exchange of Notes regarding the disposal of the crude oil facilities of the Canol project signed at Ottawa, November 7 and December 30, 1946.

Ante, pp. 3681-3685.

It is agreed that your Note and this reply shall fix March 1, 1947, as the effective date of the agreement between the two Governments relative to the disposal of the Canol crude oil facilities.

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

L B PEARSON
 for Secretary of State
 for External Affairs.

His Excellency the Honourable RAY ATHERTON,
*Ambassador of the United States of America,
 100 Wellington Street,
 Ottawa.*

Agreement between the United States of America and Italy respecting the reciprocal application of Article I of the Extradition Convention of March 23, 1868. Effected by exchange of notes signed at Rome April 16 and 17, 1946; entered into force April 17, 1946.

April 16, 17, 1946
[T. I. A. S. 1699]

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

ROME, April 16, 1946.

EXCELLENCY:

As you know, the Extradition Convention between the United States of America and Italy, which was signed in Washington, D. C., on March 23, 1868, provides in the first article thereof for the extradition of persons who may be convicted of, or charged with, having committed the crimes enumerated in the second article thereof. The Convention under reference, however, does not expressly indicate whether the nationals of each of the two contracting parties are included among such persons.

15 Stat. 629.

The Government of the United States of America, in conformity with American laws, has never experienced difficulty in surrendering American citizens under the terms of the aforementioned Convention. On the other hand, you will recall that the Italian Government in the past has not surrendered its nationals upon their being requisitioned by the Government of the United States since Italian Law has not permitted the extradition of Italian nationals unless such action were expressly provided in an international convention.

So that this Extradition Convention between the United States of America and Italy in the future may be rendered operative in the fullest sense of reciprocity, the Government of the United States would appreciate being informed whether the Italian Government would agree that the provisions of the first article of the Convention will be applied reciprocally henceforth also to persons having Italian nationality.

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

DAVID MCK. KEY
American Chargé d'Affaires ad Interim

His Excellency

ALCIDES DE GASPERI,
*Royal Ministry of Foreign Affairs,
Rome.*

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

IL MINISTRO DEGLI AFFARI ESTERI

12948/66

ROMA, li 17 aprile 1946

SIGNOR INCARICATO D'AFFARI,

in risposta alla Sua nota del 16 aprile concernente l'articolo 1° della Convenzione di estradizione fra gli Stati Uniti d'America e l'Italia firmata a Washington il 23 marzo 1868, ho l'onore di comunicarLe che il Governo italiano, avuto riguardo allo stato attuale della Legislazione italiana, è d'accordo che la disposizione dell'articolo 1° della detta Convenzione sia applicata, in condizioni di reciprocità, anche agli individui aventi la citta dinanza italiana.

La presente dichiarazione avrà effetto a decorrere dal 1° maggio 1946.

Voglia gradire, Signor Incaricato d'Affari, i sensi della mia alta considerazione

DE GASPERI

Signor DAVID McK. KEY

*Incaricato d'Affari a.i. degli
Stati Uniti d'America
Roma*

Translation

THE MINISTRY OF FOREIGN AFFAIRS

12948/66

ROME, April 17, 1946

MR. CHARGÉ D'AFFAIRES:

In reply to your note of April 16, concerning Article 1 of the Extradition Convention between the United States of America and Italy, signed at Washington on March 23, 1868, I have the honor to communicate to you that the Italian Government, having regard for the present state of Italian legislation, agrees to the provision of Article 1 of the said Convention also being applied, under conditions of reciprocity, to individuals having Italian citizenship.

15 Stat. 629.

Effective date.

The present declaration shall have effect counting from May 1, 1946.

Please accept, Mr. Chargé d'Affaires, the expression of my highest consideration.

DE GASPERI

Mr. DAVID McK. KEY

*Chargé d'Affaires ad interim of the
United States of America,
Rome*

Agreement and accompanying letters between the United States of America and, on behalf of the Belgo-Luxemburg Economic Union, the Government of the Kingdom of Belgium, rendering inoperative the Trade Agreement of February 27, 1935, and supplementing the General Agreement on Tariffs and Trade of October 30, 1947. Signed at Geneva October 30, 1947; effective January 1, 1948.

October 30, 1947
[T. I. A. S. 1701]

**AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
BELGIUM
SUPPLEMENTARY TO THE GENERAL AGREEMENT
ON TARIFFS AND TRADE**

**ACCORD ENTRE
LES ETATS-UNIS D'AMERIQUE
ET
LA BELGIQUE
COMPLETANT L'ACCORD GENERAL
SUR LES TARIFS DOUANIERS ET LE COMMERCE**

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND BELGIUM SUPPLEMENTARY TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD ENTRE LES ETATS-UNIS D'AMERIQUE ET LA BELGIQUE COMPLETANT L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

The Government of the United States of America and, on behalf of the Belgo-Luxemburg Economic Union, the Government of the Kingdom of Belgium,

Having participated in the framing of a General Agreement on Tariffs and Trade and a Protocol of Provisional Application, the texts of which have been authenticated by the Final Act adopted at the conclusion of the Second Session of the Preparatory Committee of the United Nations Conference on Trade and Employment, signed this day,

Hereby agree that the Trade Agreement between the United States of America and the Belgo-Luxemburg Economic Union, signed February 27, 1935, shall be inoperative for such time as the United States of America and Belgium are both contracting parties to the General Agreement on Tariffs and Trade as defined in Article XXXII thereof; *Provided*, that in the event that either the United States of America or Belgium should withdraw its application of the General Agreement, and the said Trade Agreement should thereupon again become operative, the customs treatment accorded by the Belgo-Luxemburg Economic Union to products of the United States of

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Royaume de Belgique, agissant au nom de l'Union Economique Belgo-Luxembourgeoise,

Ayant participé à l'élaboration d'un Accord général sur les tarifs douaniers et le commerce, et d'un Protocole d'application provisoire, textes dont l'authenticité a été établie par l'Acte Final adopté à la fin de la Deuxième Session de la Commission préparatoire de la Conférence des Nations Unies sur le Commerce et l'Emploi, signé ce jour,

Conviennent par les présentes que l'Accord Commercial entre les Etats-Unis d'Amérique et l'Union Economique Belgo-Luxembourgeoise, signé le 27 février 1935, restera sans effet aussi longtemps que les Etats-Unis d'Amérique et la Belgique seront tous deux parties contractantes à l'Accord général sur les tarifs douaniers et le commerce, au sens de l'article XXXII de cet Accord. Il est entendu toutefois que, dans le cas où les Etats-Unis d'Amérique ou la Belgique cesseraient d'appliquer l'Accord général et que dès lors le dit Accord Commercial serait remis en vigueur, le régime douanier accordé par l'Union Economique Belgo-Luxembourgeoise aux produits du

61 Stat., Pts. 5 and 6.

49 Stat., 3680.

61 Stat., Pt. 5, p. A75.

America described in Schedule I of the said Trade Agreement shall be no less favorable than that provided for such products in the Customs Tariff annexed to the Belgo-Luxemburg-Netherlands Customs Convention concluded September 5, 1944,^[1] as amended by the Protocol signed March 14, 1947.^[1]

IN WITNESS WHEREOF the representatives of the Governments of the United States of America and the Kingdom of Belgium, after having exchanged their full powers, found to be in good and due form, have signed this Supplementary Agreement.

DONE in duplicate, in the English and French languages, both texts authentic, at Geneva, this thirtieth day of October, one thousand nine hundred and forty-seven.

For the Government of the United States of America:

WINTHROP G. BROWN

For the Government of the Kingdom of Belgium:

P. A. FORTHOMME

sol ou de l'industrie des Etats-Unis d'Amérique repris à l'Annexe I du dit Accord Commercial ne sera pas moins favorable que le régime prévu pour ces produits au tarif douanier annexé à la Convention Douanière Belgo-Néerlandaise-Luxembourgeoise conclue le 5 septembre 1944 et modifiée par le Protocole signé le 14 mars 1947.

EN FOI DE QUOI les représentants des Gouvernements des Etats-Unis d'Amérique et du Royaume de Belgique, ayant échangé leurs pleins pouvoirs, trouvés en bonne et due forme, ont signé le présent Accord additionnel.

FAIT en double exemplaire, en langue anglaise et en langue française, les deux textes étant authentiques, à Genève, le trente octobre mil neuf cent quarante sept.

Pour le Gouvernement des Etats-Unis d'Amérique:

WINTHROP G. BROWN

Pour le Gouvernement du Royaume de Belgique:

P. A. FORTHOMME

Authentic texts.

¹ [Staatsblad van het Koninkrijk Der Nederlanden, 1947. (No. H 282).]

The Acting Chairman of the United States Delegation to the Acting Chairman of the Belgo-Luxembourg Delegation

OCTOBER 30, 1947

DEAR MR. FORTHOMME:

A point of legal detail has been brought to my attention in connection with the Agreement Supplementary to the General Agreement on Tariffs and Trade which we propose to sign on behalf of our two Governments on October 30 making the Reciprocal Trade Agreement of 1935 between the United States and the Belgo-Luxembourg Economic Union inoperative so long as both the United States and the Belgo-Luxembourg Economic Union are parties to the General Agreement on Tariffs and Trade.

As you know, the Agreement entered into between the United States and the Belgo-Luxembourg Economic Union in 1935 provides that it may be terminated by either party after three years on six months' notice. The inclusion of such a provision in all our trade agreements is required by the Trade Agreements Act. Our lawyers have suggested that the very general terms of the proposed Supplementary Agreement might possibly be interpreted as making it impossible for either party to the 1935 Agreement to exercise this right of termination.

It is, of course, improbable that either of our Governments would wish to exercise this right of termination, but under our law we must, nevertheless, retain it in force. To suggest a formal amendment to the proposed Supplementary Agreement expressly excepting the termination provision of the 1935 Agreement at this late date would cause considerable inconvenience and would give greater emphasis to this point than it deserves. I am therefore writing to make it clear that we would be signing the Supplementary Agreement with the understanding that its general language would not prevent notice of termination of the 1935 Agreement given by either party while we were both parties to the General Agreement on Tariffs and Trade from effecting termination of the 1935 Agreement in six months.

I would appreciate it if you could give me the assurance that your Government has the same understanding.

Sincerely yours

WINTHROP G. BROWN

WINTHROP G. BROWN

Acting Chairman

Mr. P. A. FORTHOMME

*The Delegation of Belgium-Luxembourg
Palais des Nations*

49 Stat. 3680.

Right of termination.

48 Stat. 943.
19 U. S. C. §§ 1351-1354.

61 Stat., Pts. 5 and 6.

*The Acting Chairman of the Belgo-Luxembourg Delegation to the Acting
Chairman of the United States Delegation*

DÉLÉGATION BELGO-LUXEMBOURGEOISE A LA COMMISSION PRÉPARATOIRE
DE LA CONFÉRENCE INTERNATIONALE DU COMMERCE ET DE L'EMPLOI

ds/EM

GENEVA, October 30th, 1947.

DEAR MR. BROWN,

I have the honour to acknowledge the receipt of your letter dated
October 30, 1947, in which you wrote:

"A point of legal detail has been brought to my attention in
connection with the Agreement Supplementary to the General
Agreement on Tariffs and Trade which we propose to sign on
behalf of our two Governments on October 30 making the Re-
ciprocal Trade Agreement of 1935 between the United States and
the Belgo-Luxembourg Economic Union inoperative so long as
both the United States and the Belgo-Luxembourg Economic
Union are parties to the General Agreement on Tariffs and Trade.

49 Stat. 3680.

"As you know, the Agreement entered into between the United
States and the Belgo-Luxembourg Economic Union in 1935 pro-
vides that it may be terminated by either party after three years
on six month's notice. The inclusion of such a provision in all
our trade agreements is required by the Trade Agreements Act.
Our lawyers have suggested that the very general terms of the
proposed Supplementary Agreement might possibly be interpreted
as making it impossible for either party to the 1935 Agreement to
exercise this right of termination.

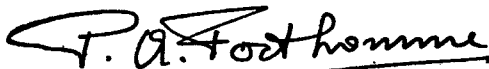
48 Stat. 943.
19 U. S. C. §§ 1351-
1354.

"It is, of course, improbable that either of our Governments
would wish to exercise this right of termination, but under our law
we must, nevertheless, retain it in force. To suggest a formal
amendment to the proposed Supplementary Agreement expressly
excepting the termination provision of the 1935 Agreement at this
late date would cause considerable inconvenience and would give
greater emphasis to this point than it deserves. I am therefore
writing to make it clear that we would be signing the Supplementary
Agreement with the understanding that its general language
would not prevent notice of termination of the 1935 Agreement
given by either party while we were both parties to the General
Agreement on Tariffs and Trade from effecting termination of the
1935 Agreement in six months."

61 Stat., Pts. 5 and 6.

I can give you the assurance that my Government has the same
understanding about this matter.

Sincerely yours,



MR. WINTHROP G. BROWN,
*The Delegation of United States
Palais des Nations,
Geneva.*

P.A. FORTHOMME
Acting Chairman.

Agreement and accompanying letters between the United States of America and Canada rendering inoperative the Trade Agreement of November 17, 1938, and supplementing the General Agreement on Tariffs and Trade of October 30, 1947. Signed at Geneva October 30, 1947; effective January 1, 1948.

October 30, 1947
[T. I. A. S. 1702]

**AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
CANADA
SUPPLEMENTARY TO THE GENERAL AGREEMENT
ON TARIFFS AND TRADE**

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND CANADA SUPPLEMENTARY TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

The Governments of the United States of America and Canada,
 Having participated in the framing of a General Agreement on
 Tariffs and Trade and a Protocol of Provisional Application, the
 texts of which have been authenticated by the Final Act adopted at
 the conclusion of the Second Session of the Preparatory Committee
 of the United Nations Conference on Trade and Employment, signed
 this day,

Hereby agree that the Trade Agreement between the United States
 of America and Canada, signed November 17, 1938, with accom-
 panying exchange of notes, shall be inoperative for such time as the
 United States of America and Canada are both contracting parties
 to the General Agreement on Tariffs and Trade as defined in Article
 XXXII thereof.

IN WITNESS WHEREOF the representatives of the Governments of
 the United States of America and Canada, after having exchanged
 their full powers, found to be in good and due form, have signed this
 Supplementary Agreement.

DONE in duplicate, at Geneva, this thirtieth day of October, one
 thousand nine hundred and forty-seven.

For the Government of the United States of America:

WINTHROP G. BROWN

For the Government of Canada:

L D WILGESS

53 Stat. 2348.
 19 U. S. C. § 1351
 note.

61 Stat., Pt. 5, p. A75-

*The Acting Chairman of the United States Delegation to the
Chairman of the Canadian Delegation*

OCTOBER 30, 1947

DEAR MR. WILGRESS:

A point of legal detail has been brought to my attention in connection with the Agreement Supplementary to the General Agreement on Tariffs and Trade which we propose to sign on behalf of our two Governments on October 30 making the Reciprocal Trade Agreement of 1939 [1] between the United States and Canada inoperative so long as both the United States and Canada are parties to the General Agreement on Tariffs and Trade.

As you know, Article XVIII of the 1939 Agreement provides that it may be terminated by either party after three years on six months' notice. The inclusion of such a provision in all our trade agreements is required by the Trade Agreements Act. Our lawyers have suggested that the very general terms of the proposed Supplementary Agreement might possibly be interpreted as making it impossible for either party to the 1939 Agreement to exercise this right of termination.

It is, of course, improbable that either of our Governments would wish to exercise this right of termination, but under our law we must, nevertheless, retain it in force. To suggest a formal amendment to the proposed Supplementary Agreement expressly excepting Article XVIII of the 1939 Agreement at this late date would cause considerable inconvenience and would give greater emphasis to this point than it deserves. I am therefore writing to make it clear that we would be signing the Supplementary Agreement with the understanding that its general language would not prevent notice of termination of the 1939 Agreement given by either party while we were both parties to the General Agreement on Tariffs and Trade from effecting termination of the 1939 Agreement in six months.

I would appreciate it if you could give me the assurance that your Government has the same understanding.

Sincerely yours

WINTHROP G. BROWN

WINTHROP G. BROWN
Acting Chairman

Hon. L. D. WILGRESS
*The Delegation of Canada
Palais des Nations*

¹ [This agreement was signed Nov. 17, 1938, and entered into force provisionally Nov. 26, 1938, for article IX and after Jan. 1, 1939, for articles I, VI, and VII, and definitively June 17, 1939.]

53 Stat. 2348.
19 U. S. C. § 1351
note.

61 Stat., Pts. 5 and 6.

Right of termination.
53 Stat. 2356.

48 Stat. 943.
19 U. S. C. §§ 1351-
1354.

53 Stat. 2356.

61 Stat., Pts. 5 and 6.

*The Chairman of the Canadian Delegation to the Acting Chairman
of the United States Delegation*

CANADIAN DELEGATION
TO THE
SECOND SESSION OF THE
PREPARATORY COMMITTEE OF THE
UNITED NATIONS CONFERENCE
ON
TRADE AND EMPLOYMENT

DÉLÉGATION DU CANADA
À LA
DEUXIÈME SESSION DE LA
COMMISSION PRÉPARATOIRE DE LA
CONFÉRENCE DES NATIONS UNIES
DU
COMMERCE ET DE L'EMPLOI

GENEVA, *October 30, 1947.*

DEAR MR. BROWN,

I have received your letter of October 30th with regard to the Agreement Supplementary to the General Agreement on Tariffs and Trade which we propose to sign on behalf of our two Governments.

I note that your purpose in writing to me is to make it clear that you would be signing the Supplementary Agreement with the understanding that its general language would not prevent notice of termination of the 1938 Trade Agreement given by either party while we were both parties to the General Agreement on Tariffs and Trade from effecting termination of the 1938 Agreement in six months.

I wish to give you the assurance that my Government has the same understanding of the position as that set forth in your letter.

Yours sincerely,



L.D. Wilgress,
Chairman, Canadian Delegation.

WINTHROP G. BROWN, Esq.,
*Acting Chairman,
United States Delegation.*

53 Stat. 2348.
19 U. S. C. § 1351
note.
61 Stat., Pts. 5 and 6.

Exclusive agreement between the United States of America and Cuba respecting reciprocal trade, supplementing the General Agreement on Tariffs and Trade of October 30, 1947. Signed at Geneva October 30, 1947; effective January 1, 1948. And supplementary arrangements.

October 30, 1947
[T. I. A. S. 1703]

**EXCLUSIVE AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
THE REPUBLIC OF CUBA
SUPPLEMENTARY TO THE GENERAL
AGREEMENT ON TARIFFS AND TRADE**

**CONVENIO EXCLUSIVO ENTRE
LOS ESTADOS UNIDOS DE AMERICA
Y
LA REPUBLICA DE CUBA
SUPLEMENTARIO AL ACUERDO GENERAL
SOBRE ARANCELES Y COMERCIO**

**EXCLUSIVE AGREEMENT BETWEEN THE UNITED STATES
OF AMERICA AND THE REPUBLIC OF CUBA SUPPLEMEN-
TARY TO THE GENERAL AGREEMENT ON TARIFFS AND
TRADE**

The Governments of the United States of America and the Republic of Cuba,

61 Stat., Pts. 5 and 6. Having participated in the framing of a General Agreement on Tariffs and Trade, hereinafter referred to as the General Agreement, and a Protocol of Provisional Application, the texts of which have been authenticated by the Final Act adopted at the conclusion of the Second Session of the Preparatory Committee of the United Nations Conference on Trade and Employment, signed this day,

Hereby agree as follows:

1. The Convention of Commercial Reciprocity between the United States of America and the Republic of Cuba signed December 11, 1902, and the Reciprocal Trade Agreement between the United States of America and the Republic of Cuba signed August 24, 1934, with its accompanying exchange of notes, as amended by the supplementary trade agreement signed December 18, 1939, with its accompanying protocol and exchange of notes, and by the supplementary trade agreement signed December 23, 1941, with its accompanying exchange of notes, shall be inoperative for such time as the United States of America and the Republic of Cuba are both contracting parties to the General Agreement as defined in Article XXXII thereof.

33 Stat. 2136.
49 Stat. 3559.
54 Stat. 1997.
55 Stat. 1449.
61 Stat., Pt. 5, p. A75.

2. For such time as the United States of America and the Republic of Cuba are both contracting parties to the General Agreement, the products of either country imported into the other shall be accorded customs treatment as follows:

(a) The provisions of Part II of Schedule IX of the General Agreement shall apply exclusively to products of the United States of America, and the provisions of Part II of Schedule XX of the General Agreement shall apply exclusively to products of the Republic of Cuba.

61 Stat., Pt. 5, p. A580.
61 Stat., Pt. 5, p. A1350.

(b) Products of the United States of America described in Part I, but not in Part II, of Schedule IX of the General Agreement, imported into the Republic of Cuba, and products of the Republic of Cuba described in Part I, but not in Part II, of Schedule XX of the General Agreement, imported into the United States of America, shall be subject to the customs treatment provided for in Part I of the applicable Schedule.

61 Stat., Pt. 5, p. A545.
61 Stat., Pt. 5, p. A1157.

CONVENIO EXCLUSIVO ENTRE LOS ESTADOS UNIDOS DE
AMERICA Y LA REPUBLICA DE CUBA SUPLEMENTARIO
AL ACUERDO GENERAL SOBRE ARANCELES Y COMERCIO

Los Gobiernos de los Estados Unidos de América y de la República de Cuba,

Habiendo participado en la confección de un Acuerdo General sobre Aranceles y Comercio, al que en lo adelante se hará referencia aquí como el Acuerdo General, y el Protocolo de Aplicación Provisional, cuyos textos han sido autenticados por el Acta Final adoptada a la terminación de la Segunda Sesión del Comité Preparatorio de la Conferencia de las Naciones Unidas sobre Comercio y Empleo, firmado en este día,

Por la presente convienen lo que sigue:

1. El Tratado de Reciprocidad Comercial entre los Estados Unidos de América y la República de Cuba firmado el 11 de diciembre de 1902, y el Convenio Comercial de Reciprocidad entre los Estados Unidos de América y la República de Cuba firmado el 24 de agosto de 1934, con su cambio de notas acompañante, según fué modificado por el convenio comercial suplementario firmado el 18 de diciembre de 1939, con el protocolo y cambio de notas que lo acompañan, y por el convenio comercial suplementario firmado el 23 de diciembre de 1941, con el cambio de notas que lo acompaña, dejarán de surtir efectos mientras los Estados Unidos de América y la República de Cuba sean ambos partes contratantes del Acuerdo General según se define en el Artículo XXXII del mismo.

2. Mientras los Estados Unidos de América y la República de Cuba sean ambos partes contratantes del Acuerdo General, a los productos de cada país que se importen en el otro se les dará el tratamiento aduanal siguiente:

(a) Las disposiciones de la Parte II de la Lista IX del Acuerdo General se aplicarán exclusivamente a los productos de los Estados Unidos de América, y las disposiciones de la Parte II de la Lista XX del Acuerdo General se aplicarán exclusivamente a los productos de la República de Cuba.

(b) Los productos de los Estados Unidos de América descritos en la Parte I, pero no en la Parte II, de la Lista IX del Acuerdo General, que se importen en la República de Cuba, y los productos de la República de Cuba descritos en la Parte I, pero no en la Parte II, de la Lista XX del Acuerdo General, que se importen en los Estados Unidos de América, estarán sujetos al tratamiento aduanal previsto en la Parte I de la Lista aplicable.

(c) Subject to the principles set forth in Article 17 of the Draft Charter for an International Trade Organization [1] recommended by the Preparatory Committee of the United Nations Conference on Trade and Employment—

Products of U. S. entitled to margin of preference.

(i) any product of the United States of America not described in either Part of Schedule IX of the General Agreement which would have been subject to ordinary customs duty if imported into the Republic of Cuba on April 10, 1947, any temporary or conditional exemption from duty to be disregarded, and which is of a kind which the Government of Cuba shall determine to have been imported into its territory as a product of the United States of America in any quantity during any of the calendar years 1937, 1939, 1944, and 1945, shall be entitled upon importation into the Republic of Cuba to a margin of preference in the applicable rate of duty equal to the absolute difference between the most-favored-nation rate for the like product existing on April 10, 1947, including any such rate temporarily suspended, and the preferential rate likewise existing on that date in respect of such product of the United States of America; and

Products of Cuba entitled to margin of preference.
61 Stat., Pt. 5, p. A1157.

(ii) any product of the Republic of Cuba not described in either Part of Schedule XX of the General Agreement, which would have been subject to ordinary customs duty if imported into the United States of America on April 10, 1947, any temporary or conditional exemption from duty to be disregarded, and which is of a kind which the Government of the United States of America shall determine to have been imported into its territory as a product of Cuba in any quantity during any of the calendar years 1937, 1939, 1944, and 1945, shall be entitled upon importation into the United States of America to a margin of preference in the applicable rate of duty equal to the absolute difference between the most-favored-nation rate for the like product existing on April 10, 1947, including any such rate temporarily suspended, and the preferential rate likewise existing on that date in respect of such product of the Republic of Cuba.

(d) Any product of the United States of America or of the Republic of Cuba for which customs treatment is not prescribed above shall be dutiable, when imported into the other country, at the most-favored-nation rate of duty of the importing country for the like product.

(e) Nothing in this Agreement shall require the application to any product of the Republic of Cuba imported into the United States of America of a rate of ordinary customs duty higher than one and one-half times the rate existing in respect of such product on January 1, 1945, any temporary or conditional exemption from duty to be disregarded.

"Most-favored-nation rate."

61 Stat., Pt. 5, p. A12.

3. The term "most-favored-nation rate" in this Exclusive Supplementary Agreement means the maximum rate which may be, or could have been, applied consistently with the principles set forth in Article I of the General Agreement to a product of a country which is a contracting party to that Agreement.

¹ [Department of State publication 2927, p. 17.]

(c) Con sujeción a los principios contenidos en el Artículo 17 del Proyecto de Carta para una Organización Internacional de Comercio recomendado por el Comité Preparatorio de la Conferencia de las Naciones Unidas sobre Comercio y Empleo—

(i) cualquier producto de los Estados Unidos de América que no se halle descrito en una u otra Parte de la Lista IX del Acuerdo General, que hubiese estado sujeto a derecho aduanal ordinario si se hubiese importado en la República de Cuba el 10 de abril de 1947, sin tener en cuenta cualquier exención de derechos temporal o condicional, y que sea de una clase que el Gobierno de Cuba determine que se haya importado en su territorio como producto de los Estados Unidos en cualquier cantidad durante cualquiera de los años naturales de 1937, 1939, 1944 y 1945, tendrá derecho, a su importación en la República de Cuba, a un margen de preferencia en el tipo de derecho aplicable igual a la diferencia absoluta entre el tipo de la nación más favorecida existente el 10 de abril de 1947 para el producto análogo, incluyendo cualquiera de dichos tipos suspendidos temporalmente, y el tipo preferencial asimismo existente en esa fecha respecto de dicho producto de los Estados Unidos de América; y

(ii) cualquier producto de la República de Cuba que no se halle descrito en una u otra Parte de la Lista XX del Acuerdo General, que hubiese estado sujeto a derecho aduanal ordinario si se hubiese importado en los Estados Unidos de América el 10 de abril de 1947, sin tener en cuenta cualquier exención de derechos temporal o condicional, y que sea de una clase que el Gobierno de los Estados Unidos de América determine que se haya importado en su territorio como producto de Cuba en cualquier cantidad durante cualquiera de los años naturales de 1937, 1939, 1944 y 1945, tendrá derecho, a su importación en los Estados Unidos de América, a un margen de preferencia en el tipo de derecho aplicable igual a la diferencia absoluta entre el tipo de la nación más favorecida existente el 10 de abril de 1947 para el producto análogo, incluyendo cualquiera de dichos tipos suspendidos temporalmente, y el tipo preferencial asimismo existente en esa fecha respecto de dicho producto de la República de Cuba.

(d) Cualquier producto de los Estados Unidos de América o de la República de Cuba para el cual no se haya prescrito en lo que antecede un tratamiento aduanal, adeudará, a su importación en el otro país, al tipo de derechos de la nación más favorecida del país importador para el producto análogo.

(e) Nada de lo que en este Convenio se establece requerirá el que se aplique a cualquier producto de la República de Cuba que se importe en los Estados Unidos de América un tipo de derecho aduanal ordinario mayor que una y media vez el tipo existente el primero de enero de 1945 con respecto a tal producto, sin tener en cuenta cualquier exención de derechos temporal o condicional.

3. La expresión "tipo de derecho de la nación más favorecida" usada en este Convenio Exclusivo Suplementario significa el tipo máximo de derecho que puede ser o pueda haber sido aplicado en forma concordante con el Artículo I del Acuerdo General a un producto de un país que sea parte contratante de dicho Acuerdo.

IN WITNESS WHEREOF the representatives of the Governments of the United States of America and the Republic of Cuba, after having exchanged their full powers, found to be in good and due form, have signed this Exclusive Supplementary Agreement.

Authentic texts.

DONE in duplicate, in the English and Spanish languages, both texts authentic, at Geneva, this thirtieth day of October, one thousand nine hundred and forty-seven.

EN FE DE LO CUAL los representantes de los Gobiernos de los Estados Unidos de América y de la República de Cuba, después de haber intercambiado sus plenos poderes, hallados en buena y debida forma, han firmado este Convenio Exclusivo Suplementario.

HECHO en duplicado, en los idiomas inglés y español, siendo ambos textos auténticos, en Ginebra, a los treinta días del mes de octubre de mil novecientos cuarenta y siete.

For the Government of the United States of America:

WINTHROP G. BROWN

Por el Gobierno de los Estados Unidos de América:

WINTHROP G. BROWN

For the Government of the Republic of Cuba:

S. I. CLARK

Por el Gobierno de la República de Cuba:

S. I. CLARK

*The Acting Chairman of the United States Delegation to the Chairman of
the Cuban Delegation*

GENEVA,
October 30, 1947

DEAR MR. CLARK:

A point of legal detail has been brought to my attention in connection with the Exclusive Agreement Supplementary to the General Agreement on Tariffs and Trade which we are signing today on behalf of our two Governments making inoperative, so long as both the United States and Cuba are parties to the General Agreement on Tariffs and Trade, the Convention of Commercial Reciprocity between the Republic of Cuba and the United States of America signed December 11, 1902, and the Reciprocal Trade Agreement between the Republic of Cuba and the United States of America signed August 24, 1934, with its accompanying exchange of notes, as amended by the supplementary trade agreement signed December 18, 1939, with its accompanying protocol and exchange of notes, and by the supplementary trade agreement signed December 23, 1941, with its accompanying exchange of notes.

As you know, Article XI of the Convention of Commercial Reciprocity of 1902 provides that it may be terminated by either party on one year's notice, and Article XVII of the 1934 Trade Agreement, as amended, provides that it may be terminated by either party on six months' notice. With respect to the latter, the inclusion of such a provision in all our trade agreements is required by the Trade Agreements Act. Our lawyers have suggested that the very general terms of the Exclusive Supplementary Agreement might possibly be interpreted as making it impossible for either party to the 1902 Convention and to the 1934 Trade Agreement to exercise this right of termination.

It is, of course, improbable that either of our Governments would wish to exercise this right of termination, but under our law we must, nevertheless, retain it in force. To suggest, at this late date, a formal amendment to the Exclusive Supplementary Agreement expressly excepting the respective termination provisions would cause considerable inconvenience and would give greater emphasis to this point than it deserves. I am therefore writing to make it clear that we are signing the Exclusive Supplementary Agreement with the understanding that its general language would not prevent notice of termination of the 1902 Convention and of the 1934 Trade Agreement, given by either party while we were both parties to the General Agreement on Tariffs and Trade, from effecting termination of the 1902 Convention and of the 1934 Trade Agreement in one year and six months, respectively.

33 Stat. 2136.

49 Stat. 3559.

54 Stat. 1997.

55 Stat. 1449.

Right of termination.

33 Stat. 2142.

49 Stat. 3568.

48 Stat. 943.
19 U. S. C. §§ 1351-1354.

33 Stat. 2136.

49 Stat. 3559.

61 Stat., Pts. 5 and 6.

I would appreciate it if you could give me the assurance that your Government has the same understanding.

Sincerely yours,

WINTHROP G. BROWN

WINTHROP G. BROWN

Acting Chairman

Delegation of the United States of America

His Excellency

Sr. SERGIO I. CLARK,

Chairman, Delegation of the Republic of Cuba

Second Session of the Preparatory Committee

for the United Nations Conference on

Trade and Employment

*The Chairman of the Cuban Delegation to the Acting Chairman of the
United States Delegation*

DELEGACION DE CUBA

GINEBRA, 30 de Octubre de 1947.

ESTIMADO SR. BROWN:

Tengo el honor de referirme a su atenta carta de esta misma fecha, por la cual me comunica que se ha llamado la atención de usted respecto a un detalle de orden legal a propósito del Convenio Exclusivo Suplementario del Acuerdo General sobre Aranceles y Comercio que firmamos en el día de hoy en representación de nuestros respectivos Gobiernos.

He tomado buena nota del contenido de su carta de referencia y en contestación me complace significarle que estoy enteramente de acuerdo con sus manifestaciones, o sea, que firmamos el Convenio Exclusivo Suplementario en el entendido de que los términos generales en que se halla redactado no impedirían a cualquiera de las partes, mientras sean partes del Acuerdo General sobre Aranceles y Comercio, notificar al otro su intención de terminar el Tratado de 1902 y el Convenio Comercial de 1934, observando los plazos de preaviso para el caso de denuncia de un año y seis meses previstos, respectivamente, en los mismos.

De usted muy atentamente,

S I. CLARK

SERGIO I. CLARK

Presidente,

Delegacion de Cuba.

Sr. WINTHROP G. BROWN,

Presidente interino, Delegacion de los Estados Unidos de America

Palais-des-Nations.

Translation

DELEGATION OF CUBA

GENEVA, *October 30, 1947.*

MY DEAR MR. BROWN:

I have the honor to refer to your courteous letter of today's date, informing me that your attention has been called to a legal detail in connection with the Exclusive Agreement Supplementary to the General Agreement on Tariffs and Trade which we are signing today as representatives of our respective governments.

I have noted carefully the contents of your letter and, in reply, I am pleased to inform you that I am entirely in agreement with your statements, that is, that we are signing the Exclusive Supplementary Agreement on the understanding that the general language in which it is worded would not prevent either of the parties, while they are parties to the General Agreement on Tariffs and Trade, from notifying the other of its intention to terminate the Treaty of 1902 and the Trade Agreement of 1934, by observing the one-year and six-months notice, respectively, prescribed therein in the case of denunciation.

Very truly yours,

S I. CLARK
SERGIO I. CLARK
Chairman,
Delegation of Cuba.

MR. WINTHROP G. BROWN,
Acting Chairman,
Delegation of the United States of America
Palais-des-Nations.

*The Acting Chairman of the United States Delegation to the Chairman
of the Cuban Delegation*

GENEVA,
October 30, 1947

MR. CHAIRMAN:

Reference is made to the conversations which have taken place between our Delegations during the Second Session of the Preparatory Committee for the United Nations Conference on Trade and Employment, regarding the exportation of pineapple slips from the Republic of Cuba to the United States of America.

In accordance with instructions received from my Government, I desire to confirm the understanding reached between our Delegations during the course of the tariff negotiations, to the effect that the Government of the Republic of Cuba will continue to permit the exportation of pineapple slips to the United States of America, and in particular to the Territory of Puerto Rico, subject to such regulations as the Cuban Ministry of Agriculture may establish; and will facilitate the acquisition and exportation of pineapple slips of good quality.

61 Stat., Pts. 5 and 6.

33 Stat. 2136.
49 Stat. 3559.Exportation of pine-
apple slips from Cuba.

Please accept, Mr. Chairman, the assurances of my high consideration.

W. G. BROWN
 WINTHROP G. BROWN
Acting Chairman
Delegation of the United States of America

His Excellency

SR. SERGIO I. CLARK,
Chairman, Delegation of the Republic of Cuba
Second Session of the Preparatory Committee
for the United Nations Conference on
Trade and Employment

The Chairman of the Cuban Delegation to the Acting Chairman of the
United States Delegation

DELEGACION DE CUBA

SEGUNDA SESION DEL COMITE PREPARATORIO DE LA
 CONFERENCIA DE LAS NACIONES UNIDAS SOBRE COMERCIO Y EMPLEO

GINEBRA, 30 de Octubre de 1947.

SEÑOR PRESIDENTE:

Tengo el honor de referirme a las conversaciones que han tenido lugar entre nuestras Delegaciones durante la Segunda Sesión del Comité Preparatorio de la Conferencia de las Naciones Unidas sobre Comercio y Empleo, a propósito de la exportación de hijos de pino de la República de Cuba a los Estados Unidos de América.

De acuerdo con instrucciones recibidas de mi Gobierno, deseo confirmarle el entendimiento alcanzado entre nuestras Delegaciones en el curso de las negociaciones arancelarias, al efecto de que el Gobierno de la República de Cuba continuara permitiendo la exportación de hijos de pino para los Estados Unidos de América, y en particular al territorio de Puerto Rico, sujeta a los reglamentos que el Ministerio de Agricultura pueda dictar, y facilitara la adquisición y exportación de hijos de pino de buena calidad.

Aprovecho la oportunidad para reiterarle, señor Presidente, las seguridades de mi alta consideración.

S I. CLARK
 SERGIO I. CLARK,
Presidente,
Delegación de Cuba.

A su Excelencia

el señor WINTHROP G. BROWN,
Presidente interino, Delegación de los Estados Unidos
de América a la Segunda Sesión del Comité Preparatorio
de la Conferencia de las Naciones Unidas
sobre Comercio y Empleo.

Translation

DELEGATION OF CUBA

SECOND SESSION OF THE PREPARATORY COMMITTEE OF THE UNITED NATIONS
CONFERENCE ON TRADE AND EMPLOYMENTGENEVA, *October 30, 1947.*

Mr. CHAIRMAN:

I have the honor to refer to the conversations which took place between our Delegations during the Second Session of the Preparatory Committee of the United Nations Conference on Trade and Employment with regard to the exportation of pineapple slips from the Republic of Cuba to the United States of America.

In accordance with instructions received from my Government, I wish to confirm the understanding reached between our Delegations during the tariff negotiations, to the effect that the Government of the Republic of Cuba will continue to permit the exportation of pineapple slips to the United States of America, and particularly to the territory of Puerto Rico, subject to such regulations as the Ministry of Agriculture may issue, and will facilitate the acquisition and exportation of pineapple slips of good quality.

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

S I. CLARK
SERGIO I. CLARK,
Chairman,
Delegation of Cuba.

His Excellency

WINTHROP G. BROWN,

*Acting Chairman, Delegation of the United States
of America to the Second Session of the Preparatory Committee
of the United Nations Conference
on Trade and Employment.*

DELEGACION DE CUBA

SECOND SESSION OF THE PREPARATORY COMMITTEE OF THE UNITED NATIONS
CONFERENCE ON TRADE AND EMPLOYMENT.MEMORANDUM

Re: Palm Beach Cloth

The Cuban Delegation to the Second Session of the Preparatory Committee of the United Nations Conference on Trade and Employment takes pleasure in addressing the Delegation of the United States of America to the said Conference, in connection with the exclusion of Sub-item 147-E of the Cuban Customs Tariff, comprising "fabrics of the hair or fleece of the angora goat (mohair) mixed with cotton, rayon or both, in the piece or not made up", from the products which are to appear in Schedule IX of the General Agreement on Tariffs and Trade.

As expressed on several occasions during the course of the negotiations by the Cuban Negotiating Team and as is well known to the

61 Stat., Pt. 5,
p. 4845.

United States Negotiating Team, the Cuban Government had noticed the grave practical problems arising from the difficulty or impossibility of duly distinguishing these fabrics from other wool fabrics, especially when mixed with other substances, vegetable or synthetic fibers. For this reason, the Cuban Government intends to make a careful and thorough analysis of this situation, with a view toward its final solution.

In order to facilitate and speed these negotiations and bring them to a happy conclusion, the Cuban Delegation is pleased to state that the Cuban Government does not contemplate increasing the present rate of duty on palm beach cloth, exclusively, and undertakes to exempt such product from the twenty percent surcharge established by Law No. 28, of September 8, 1941.

S I C

GENEVA, *October 28, 1947.*

DELEGACION DE CUBA

M E M O R A N D U M

La Delegacion de Cuba a la Segunda Sesion del Comité Preparatorio de la Conferencia de las Naciones Unidas sobre Comercio y Empleo se complace en dirigirse a la Delegacion de los Estados Unidos de America a proposito de la exportacion de aguacates de Cuba a los Estados Unidos de America y le participa que, de acuerdo con lo convenido en el curso de las negociaciones arancelarias llevadas a cabo por los teams negociadores de ambos paises, el Gobierno de Cuba continuara aplicando el regimen de exportacion establecido en el parrafo 10 de la Disposicion Quinta del Arancel de Aduanas de la Republica de Cuba.

GINEBRA, *30 de Octubre de 1947.*

S. I. C.

Translation

DELEGATION OF CUBA

M E M O R A N D U M

Exportation of avocados from Cuba.

The Delegation of Cuba to the Second Session of the Preparatory Committee of the United Nations Conference on Trade and Employment is pleased to address the Delegation of the United States of America with reference to the exportation of avocados from Cuba to the United States of America, and to inform the Delegation that in accordance with the agreement reached during the tariff negotiations carried on by the negotiating teams of both countries, the Government of Cuba will continue to apply the export system set forth in paragraph 10 of Provision 5 of the Customs Tariff of the Republic of Cuba.

GENEVA, *October 30, 1947.*

S. I. C.

DELEGACION DE CUBA

M E M O R A N D U M

A proposito del cambio introducido en el aforo de los productos comprendidos en las Partidas 113-A y 129-F y H del Arancel de Aduanas de Cuba, con respecto al regimen de la tara, en virtud de las negociaciones conducidas en esta ciudad entre los grupos negociadores de Cuba y los Estados Unidos de America, la Delegacion de Cuba se complace en consignar que ha llegado al entendimiento de que si en virtud de dicho cambio sobreviene una dificultad extraordinaria y se llega a comprobar en la practica que el descuento de un 15% acordado, por concepto de tara, resulta inadecuado, el Gobierno de la Republica de Cuba vera con simpatia cualquier representacion que en este sentido le haga el Gobierno de los Estados Unidos de America a fin de realizar un ajuste en el tipo de tara senalado, para cubrir cualquier diferencia que resulte en la practica.

Debe quedar bien entendido, sin embargo, que en ningun caso el ajuste que eventualmente pudiera hacerse en las circunstancias antes indicadas, podra exceder en un 5% adicional al 15% aqui ahora convenido, o sea, que la deduccion por concepto de tara para las Partidas 113-A y 129, en sus letras F, y H. no excedera de un 20%.

GINEBRA, 30 de Octubre de 1947.

S. I. C.

Translation

DELEGATION OF CUBA

M E M O R A N D U M

With reference to the change introduced in the appraisal of products covered by Parts 113-A and 129-F and H of the Customs Tariff of Cuba, as regards the tare system, the Delegation of Cuba, in consequence of the negotiations conducted in this city between the negotiating groups of Cuba and the United States of America, is pleased to state that it has reached an agreement that if unusual difficulty should occur as a result of this change and it is found that in practice the 15% deduction allowed for tare is inadequate, the Government of the Republic of Cuba will view sympathetically any representation made to it in this sense by the Government of the United States of America for the purpose of effecting an adjustment in the rate of tare fixed, to cover any difference which may result in practice.

Adjustment in rate
of tare.

Nevertheless, it must be thoroughly understood that in no case shall any adjustment which may be made under the circumstances indicated above exceed 5% in addition to the 15% hereby agreed to, that is, that the deduction for tare in Parts 113-A and 129-F and H shall not exceed 20%.

GENEVA, October 30, 1947.

S. I. C.

The Acting Secretary of State to the Cuban Ambassador

DEPARTMENT OF STATE
 WASHINGTON
 December 19, 1947

EXCELLENCY:

I have the honor to refer to the declaration made by the Member of the Permanent Delegation of Cuba to the United Nations when signing the Protocol of Provisional Application of the General Agreement on Tariffs and Trade on December 17, 1947, which declaration reads as follows:

61 Stat., Pt. 6,
 p. 42051.

"In signing this Protocol the Republic of Cuba declares its intention to make effective the provisional application of the General Agreement as from January 1, 1948 with regard to any signatory Government which will make effective such provisional application with regard to Cuba as from that date."

I am pleased to inform you that the Government of the United States, on behalf of which the Protocol of Provisional Application was signed on October 30, 1947 and which will make effective the provisional application of the General Agreement as from January 1, 1948 with respect to certain other Governments which have already signed the Protocol, is prepared as from that date to make provisionally effective the tariff concessions of principal interest to the Republic of Cuba, and generally to apply the provisions of the Exclusive Agreement Supplementary to the General Agreement on Tariffs and Trade, which was signed with the Republic of Cuba on October 30, 1947.

Ante, p. 3699.

I should appreciate your confirmation that the Government of the Republic of Cuba will give similar effect to Schedule IX as from January 1, 1948.

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

ROBERT A. LOVETT
Acting Secretary of State

His Excellency
 Señor GUILLERMO BELT,
Ambassador of Cuba.

The Cuban Ambassador to the Acting Secretary of State

EMBAJADA DE CUBA
 WASHINGTON, D. C.

22 DE DICIEMBRE DE 1947.

SEÑOR SECRETARIO:

Tengo el honor de referirme a la nota que Vuestra Excelencia me dirigió el día 19 de diciembre en curso, en la que me expresa que, con vista de las declaraciones que hizo el Gobierno de mi país al firmar el Protocolo de Aplicación Provisional del Acuerdo General sobre Aranceles y Comercio, el Gobierno de los Estados Unidos de América se

encuentra dispuesto a poner en vigor, desde el día 1° de enero de 1948, las concesiones arancelarias que hizo en dicho Acuerdo General, que sean de primordial interés para Cuba, y a aplicar, en general, las cláusulas del Convenio Exclusivo entre la República de Cuba y los Estados Unidos de América suplementario al Acuerdo General sobre Aranceles y Comercio, firmado en Ginebra el día 30 de octubre de 1947. Asimismo, me pide Vuestra Excelencia le confirme si, en tales circunstancias, mi Gobierno estaría dispuesto a poner en vigor, a partir del día 1° de enero de 1948, las concesiones arancelarias negociadas con los Estados Unidos de América, que aparecen en el citado Acuerdo General.

Teniendo en cuenta los términos de la nota de Vuestra Excelencia, puedo asegurarle que el Gobierno de mi país pondrá en vigor, desde el día 1° de enero de 1948, las concesiones arancelarias que hizo en el Acuerdo General, que sean de primordial interés para los Estados Unidos de América, y que aplicará, en general, las cláusulas del Convenio Exclusivo a que se refiere la nota de Vuestra Excelencia, todo con carácter provisional, sujeto a la aprobación por el Senado de la República del Acuerdo General, del Convenio Exclusivo y de toda otra negociación relativa a los mismos.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia el testimonio de mi más alta y distinguida consideración,

GMO BELT

Al Excelentísimo Señor ROBERT A. LOVETT,
Secretario Interino de Estado,
Washington, D.C.

Translation

EMBASSY OF CUBA
WASHINGTON, D. C.

DECEMBER 22, 1947.

MR. SECRETARY:

I have the honor to refer to the note which Your Excellency addressed to me on December 19, stating that, in view of the declarations made by my country's Government on signing the Protocol of Provisional Application of the General Agreement on Tariffs and Trade, the Government of the United States of America is disposed to put into effect, on and after January 1, 1948, such tariff concessions made by it in the General Agreement as are of paramount interest to Cuba, and generally to apply the clauses of the Exclusive Agreement between the Republic of Cuba and the United States of America supplementing the General Agreement on Tariffs and Trade signed at Geneva on October 30, 1947. Your Excellency also requests me to confirm whether, in such circumstances, my Government would be disposed to put into effect, on and after January 1, 1948, the tariff concessions negotiated with the United States of America, which appear in the aforesaid General Agreement.

Bearing in mind the terms of Your Excellency's note, I can assure you that my country's Government will put into effect, from January 1, 1948, the tariff concessions made by it in the General Agreement,

61 Stat., Pt. 6,
p. A2051.

Ann., p. 3600.

which are of paramount interest to the United States of America, and that it will generally apply the clauses of the Exclusive Agreement referred to in Your Excellency's note, on an entirely provisional basis, subject to approval of the General Agreement, the Exclusive Agreement, and any other negotiation relating thereto, by the Senate of the Republic.

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

GMO BELT

His Excellency

Robert A. LOVETT,

Acting Secretary of State,

Washington, D.C.

Agreement and accompanying letters between the United States of America and France rendering inoperative the Trade Agreement of May 6, 1936, and supplementing the General Agreement on Tariffs and Trade of October 30, 1947. Signed at Geneva October 30, 1947; effective January 1, 1948.

October 30, 1947
[T. I. A. S. 1704]

**AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
THE FRENCH REPUBLIC
SUPPLEMENTARY TO THE GENERAL AGREEMENT
ON TARIFFS AND TRADE**

—

**ACCORD ENTRE
LES ETATS-UNIS D'AMERIQUE
ET
LA REPUBLIQUE FRANCAISE
COMPLETANT L'ACCORD GENERAL
SUR LES TARIFS DOUANIERS ET LE COMMERCE**

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE FRENCH REPUBLIC SUPPLEMENTARY TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD ENTRE LES ETATS-UNIS D'AMERIQUE ET LA REPUBLIQUE FRANCAISE COMPLETANT L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

The Governments of the United States of America and the French Republic,

Having participated in the framing of a General Agreement on Tariffs and Trade and a Protocol of Provisional Application, the texts of which have been authenticated by the Final Act adopted at the conclusion of the Second Session of the Preparatory Committee of the United Nations Conference on Trade and Employment, signed this day,

Hereby agree that the Trade Agreement and Protocol of Signature between the United States of America and the French Republic, signed May 6, 1936, and related notes, shall be inoperative for such time as the United States of America and the French Republic are both contracting parties to the General Agreement on Tariffs and Trade as defined in Article XXXII thereof.

Les Gouvernements des Etats-Unis d'Amérique et de la République française,

ayant pris part à l'élaboration de l'Accord Général sur les Tarifs douaniers et le Commerce et du Protocole d'application provisoire, textes dont l'authenticité a été établie par l'Acte final adopté à la fin de la Deuxième Session de la Commission Préparatoire de la Conférence des Nations Unies sur le Commerce et l'Emploi, signé ce jour,

conviennent par les présentes que l'application de l'Accord commercial et du Protocole de signature entre les Etats-Unis d'Amérique et la République française, signés le 6 mai 1936, ainsi que des notes y relatives, sera suspendue pour la période où les Etats-Unis d'Amérique et la République française seront tous deux parties contractantes à l'Accord Général sur les Tarifs douaniers et le Commerce au sens de l'Article XXXII dudit Accord.

61 Stat., Pts. 5 and 6.

63 Stat. 2236.

61 Stat., Pt. 5, p. 475.

IN WITNESS WHEREOF the representatives of the Governments of the United States of America and the French Republic, after having exchanged their full powers, found to be in good and due form, have signed this Supplementary Agreement.

EN FOI DE QUOI les représentants des Gouvernements des Etats-Unis d'Amérique et de la République française, ayant échangé leurs pleins pouvoirs, trouvés en bonne et due forme, ont signé le présent Accord complémentaire.

DONE in duplicate, in the English and French languages, both texts authentic, at Geneva, this thirtieth day of October, one thousand nine hundred and forty-seven.

FAIT à Genève, en double exemplaire, en langues anglaise et française, les deux textes faisant également foi, le trente octobre mil neuf cent quarante sept.

Authentic texts.

For the Government of the United States of America:

Pour le Gouvernement des Etats-Unis d'Amérique:

WINTHROP G. BROWN

WINTHROP G. BROWN

For the Government of the French Republic:

Pour le Gouvernement de la République française:

PIERRE BARADUC

PIERRE BARADUC.

*The Acting Chairman of the United States Delegation to a Member of
the French Delegation*

OCTOBER 30, 1947

DEAR MR. BARADUC:

A point of legal detail has been brought to my attention in connection with the Agreement Supplementary to the General Agreement on Tariffs and Trade which we propose to sign on behalf of our two Governments on October 30 making the Reciprocal Trade Agreement of 1936 between the United States and France inoperative so long as both the United States and France are parties to the General Agreement on Tariffs and Trade.

As you know, Article XVII of the 1936 Agreement provides that it may be terminated by either party after three years on six months' notice. The inclusion of such a provision in all our trade agreements is required by the Trade Agreements Act. Our lawyers have suggested that the very general terms of the proposed Supplementary Agreement might possibly be interpreted as making it impossible for either party to the 1936 Agreement to exercise this right of termination.

It is, of course, improbable that either of our Governments would wish to exercise this right of termination, but under our law we must, nevertheless, retain it in force. To suggest a formal amendment to the proposed Supplementary Agreement expressly excepting Article XVII of the 1936 Agreement at this late date would cause considerable inconvenience and would give greater emphasis to this point than it deserves. I am therefore writing to make it clear that we would be signing the Supplementary Agreement with the understanding that its general language would not prevent notice of termination of the 1936 Agreement given by either party while we were both parties to the General Agreement on Tariffs and Trade from effecting termination of the 1936 Agreement in six months.

I would appreciate it if you could give me the assurance that your Government has the same understanding.

Sincerely yours

WINTHROP G. BROWN

WINTHROP G. BROWN

Acting Chairman

MR. PIERRE BARADUC
*The Delegation of France
Palais des Nations*

53 Stat. 2236.

61 Stat., Pts. 5 and 6.

Right of termina-

tion.
53 Stat. 2256.

48 Stat. 943.
19 U. S. C. §§ 1351-
1354.

53 Stat. 2256.

61 Stat., Pts. 5 and 6.

*A Member of the French Delegation to the Acting Chairman of the
United States Delegation*

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

LIBERTÉ—ÉGALITÉ—FRATERNITÉ
RÉPUBLIQUE FRANÇAISE
PARIS, LE 30 octobre 1947.

DÉLÉGATION FRANÇAISE
A LA COMMISSION PRÉPARATOIRE DE LA
CONFÉRENCE DU COMMERCE ET DE L'EMPLOI

CHER MONSIEUR BROWN,

Je m'empresse de vous accuser réception de votre lettre du 30 octobre et de vous confirmer que je suis entièrement d'accord avec vous pour estimer que le texte de l'Accord Complémentaire ne mettrait pas obstacle à la notification de la dénonciation de l'Accord de 1936 au cours de la période pendant laquelle nos deux Gouvernements seront parties à l'Accord Général sur les Tarifs et le Commerce.

Sincèrement vôtre,

P. BARADUC

Monsieur WINTHROP G. BROWN,
*Président de la Délégation
des Etats-Unis d'Amérique
à la Commission Préparatoire
de la Conférence du Commerce
et de l'Emploi,
Geneve.*

Translation

MINISTRY OF FOREIGN AFFAIRS
FRENCH DELEGATION
TO THE PREPARATORY COMMITTEE OF THE
CONFERENCE ON TRADE AND EMPLOYMENT

LIBERTY—EQUALITY—FRATERNITY
FRENCH REPUBLIC

PARIS, October 30, 1947.

DEAR MR. BROWN:

I hasten to acknowledge the receipt of your letter of October 30 and to confirm to you that I am in complete agreement with you in considering that the text of the Supplementary Agreement would not prevent notification of the denunciation of the Agreement of 1936 during the period in which our two Governments will be parties to the General Agreement on Tariffs and Trade.

Sincerely yours,

PIERRE BARADUC
P. BARADUC

Mr. WINTHROP G. BROWN,
*President of the United States
Delegation to the Preparatory
Committee of the Conference on
Trade and Employment,
Geneva.*

53 Stat. 2236.

61 Stat., Pts. 5 and 6.

Agreement and accompanying letters between the United States of America and the Netherlands rendering inoperative the Trade Agreement of December 20, 1935, and supplementing the General Agreement on Tariffs and Trade of October 30, 1947. Signed at Geneva October 30, 1947; effective January 1, 1948.

October 30, 1947
[T. I. A. S. 1705]

**AGREEMENT BETWEEN
THE NETHERLANDS
AND
THE UNITED STATES OF AMERICA
SUPPLEMENTARY TO THE GENERAL AGREEMENT
ON TARIFFS AND TRADE**

**AGREEMENT BETWEEN THE NETHERLANDS AND THE
UNITED STATES OF AMERICA SUPPLEMENTARY TO THE
GENERAL AGREEMENT ON TARIFFS AND TRADE**

The Governments of the Kingdom of the Netherlands and the United States of America,

61 Stat., Pts. 5 and 6. Having participated in the framing of a General Agreement on Tariffs and Trade and a Protocol of Provisional Application, the texts of which have been authenticated by the Final Act adopted at the conclusion of the Second Session of the Preparatory Committee of the United Nations Conference on Trade and Employment, signed this day,

50 Stat. 1504. Hereby agree that the Trade Agreement between the Netherlands and the United States of America, signed December 20, 1935, with accompanying exchange of notes and protocol, shall be inoperative for such time as the Netherlands and the United States of America are both contracting parties to the General Agreement on Tariffs and Trade as defined in Article XXXII thereof; *Provided*, that in the event that either the Netherlands or the United States of America should withdraw its application of the General Agreement, and the said Trade Agreement should thereupon again become operative, the customs treatment accorded by the Netherlands to products of the United States of America described in Schedule I (Section A), Schedule III, and Schedule IV (Section A) of the said Trade Agreement shall be no less favorable than that provided for such products in the Customs Tariff annexed to the Belgo-Luxemburg-Netherlands Customs Convention concluded September 5, 1944,^[1] as amended by the protocol signed March 14, 1947.^[1]

50 Stat. 1526, 1552, 1554.

IN WITNESS WHEREOF the representatives of the Governments of the Kingdom of the Netherlands and the United States of America, after having exchanged their full powers, found to be in good and due form, have signed this Supplementary Agreement.

DONE in duplicate, at Geneva, this thirtieth day of October, one thousand nine hundred and forty-seven.

For the Government of the Kingdom of the Netherlands:

A B SPEEKENBRINK

For the Government of the United States of America:

WINTHROP G. BROWN

¹ [Staatsblad van het Koninkrijk Der Nederlanden, 1947. (No. H 282.)]

*The Acting Chairman of the United States Delegation to the Acting
Chairman of the Netherlands Delegation*

OCTOBER 30, 1947

DEAR DR. SPEEKINBRINK:

A point of legal detail has been brought to my attention in connection with the Agreement Supplementary to the General Agreement on Tariffs and Trade which we propose to sign on behalf of our two Governments on October 30 making the Reciprocal Trade Agreement of 1935 between the United States and the Netherlands inoperative so long as both the United States and the Netherlands are parties to the General Agreement on Tariffs and Trade.

50 Stat. 1504.

61 Stat., Pts. 5 and 6.
Right of termination.

As you know, Article XVII of the 1935 Agreement provides that it may be terminated by either party after three years on six months' notice. The inclusion of such a provision in all our trade agreements is required by the Trade Agreements Act. Our lawyers have suggested that the very general terms of the proposed Supplementary Agreement might possibly be interpreted as making it impossible for either party to the 1935 Agreement to exercise this right of termination.

It is, of course, improbable that either of our Governments would wish to exercise this right of termination, but under our law we must, nevertheless, retain it in force. To suggest a formal amendment to the proposed Supplementary Agreement expressly excepting Article XVII of the 1935 Agreement at this late date would cause considerable inconvenience and would give greater emphasis to this point than it deserves. I am therefore writing to make it clear that we would be signing the Supplementary Agreement with the understanding that its general language would not prevent notice of termination of the 1935 Agreement given by either party while we were both parties to the General Agreement on Tariffs and Trade from effecting termination of the 1935 Agreement in six months.

50 Stat. 1524.

61 Stat., Pts. 5 and 6.

I would appreciate it if you could give me the assurance that your Government has the same understanding.

Sincerely yours,

WINTHROP G. BROWN

WINTHROP G. BROWN

Acting Chairman

DR. A. B. SPEEKENBRINK,
*Netherlands Delegation,
Palais des Nations.*

*The Acting Chairman of the Netherlands Delegation to the Acting
Chairman of the United States Delegation*

NETHERLANDS DELEGATION

GENEVA, *October 30th, 1947*

DEAR MR. BROWN,


Referring to your letter of October 30, 1947, I have the honour to affirm that the contents thereof are agreeable to the Netherlands Government. On behalf of my Government I can therefore assure you

that they are in perfect accord with the understanding, that the general language of the Supplementary Agreement, which we sign today, would not prevent notice of termination of the 1935 Agreement given by either party, while both parties were parties to the General Agreement on Tariffs and Trade, from affecting termination of the 1935 Agreement in six months.

Yours sincerely,

50 Stat. 1504.

61 Stat., Pts. 5 and 6.



~~Dr. A. B. Speekenbrink~~
Act. Chairman Netherlands Delegation

Mr. WINTHROP G. BROWN
Acting Chairman United States Delegation
Palais des Nations
Geneva.

Agreement and accompanying letters between the United States of America and the United Kingdom of Great Britain and Northern Ireland rendering inoperative the Trade Agreement of November 17, 1938, and supplementing the General Agreement on Tariffs and Trade of October 30, 1947. Signed at Geneva October 30, 1947; effective January 1, 1948.

October 30, 1947
[T. I. A. S. 1706]

**AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
SUPPLEMENTARY TO THE GENERAL
AGREEMENT ON TARIFFS AND TRADE**

**AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND THE UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND SUPPLEMENTARY TO THE GEN-
ERAL AGREEMENT ON TARIFFS AND TRADE**

The Governments of the United States of America and the United Kingdom of Great Britain and Northern Ireland,

61 Stat., Pts. 5 and 6. Having participated in the framing of a General Agreement on Tariffs and Trade and a Protocol of Provisional Application, the texts of which have been authenticated by the Final Act adopted at the conclusion of the Second Session of the Preparatory Committee of the United Nations Conference on Trade and Employment, signed this day,

54 Stat. 1897.
19 U. S. C. § 1351
note.
61 Stat., Pt. 5, p. A75. Hereby agree that the Trade Agreement between the United States of America and the United Kingdom of Great Britain and Northern Ireland, signed November 17, 1938, with accompanying exchanges of notes, shall be inoperative for such time as the United States of America and the United Kingdom of Great Britain and Northern Ireland are both contracting parties to the General Agreement on Tariffs and Trade as defined in Article XXXII thereof.

IN WITNESS WHEREOF the representatives of the Governments of the United States of America and the United Kingdom of Great Britain and Northern Ireland, after having exchanged their full powers, found to be in good and due form, have signed this Supplementary Agreement.

DONE in duplicate, at Geneva, this thirtieth day of October, one thousand nine hundred and forty-seven.

For the Government of the United States of America :

WINTHROP G. BROWN

For the Government of the United Kingdom of Great Britain and Northern Ireland :

T. M. SNOW

*The Acting Chairman of the United States Delegation to the Acting
Head of the British Delegation*

OCTOBER 30, 1947

DEAR MR. HELMORE:

A point of legal detail has been brought to my attention in connection with the Agreement Supplementary to the General Agreement on Tariffs and Trade which we propose to sign on behalf of our two Governments on October 30 making the Reciprocal Trade Agreement of 1939^[1] between the United States and the United Kingdom inoperative so long as both the United States and the United Kingdom are parties to the General Agreement on Tariffs and Trade.

54 Stat. 1897.
19 U. S. C. § 1351
note.

As you know, Article XXV of the 1939 Agreement provides that it may be terminated by either party after three years on six months' notice. The inclusion of such a provision in all our trade agreements is required by the Trade Agreements Act. Our lawyers have suggested that the very general terms of the proposed Supplementary Agreement might possibly be interpreted as making it impossible for either party to the 1939 Agreement to exercise this right of termination.

Right of termina-
tion.
54 Stat. 1906.

48 Stat. 943.
19 U. S. C. §§ 1351-
1354.

It is, of course, improbable that either of our Governments would wish to exercise this right of termination, but under our law we must, nevertheless, retain it in force. To suggest a formal amendment to the proposed Supplementary Agreement expressly excepting Article XXV of the 1939 Agreement at this late date would cause considerable inconvenience and would give greater emphasis to this point than it deserves. I am therefore writing to make it clear that we would be signing the Supplementary Agreement with the understanding that its general language would not prevent notice of termination of the 1939 Agreement given by either party while we were both parties to the General Agreement on Tariffs and Trade from effecting termination of the 1939 Agreement in six months.

54 Stat. 1906.

I would appreciate it if you could give me the assurance that your Government has the same understanding.

61 Stat., Pts. 5 and 6.

Sincerely yours,

WINTHROP G. BROWN

WINTHROP G. BROWN

Acting Chairman

Mr. J. R. C. HELMORE, C.M.G.,
*United Kingdom Delegation,
Palais des Nations.*

¹ [The agreement was signed Nov. 17, 1938; entered into force provisionally, with exception of article XI and Schedule III, Jan. 1, 1939, and definitively Dec. 24, 1939.]

*The Acting Head of the British Delegation to the Acting Chairman
of the United States Delegation*

UNITED KINGDOM DELEGATION
TO
PREPARATORY COMMITTEE

PALAIS DES NATIONS,
GENEVA.

30. October. 1947.

DEAR MR. BROWN,

I have received your letter of today's date regarding the Supplementary Agreement to the General Agreement on Tariffs and Trade and its effect on Article XVIII of the 1939 Agreement between the United States and the United Kingdom. I confirm that my Government has the same understanding on this matter as that set out in your letter.

Yours sincerely,

J. R. C. Helmore

(J.R.C. Helmore)

Mr. WINTHROP BROWN,
*Acting Chairman,
United States Delegation,
Palais des Nations,
Geneva.*

Protocol between the United States of America, the United Kingdom of Great Britain and Northern Ireland, and France and Italy respecting the restitution of monetary gold. Signed at London December 16, 1947; entered into force December 16, 1947.

December 16, 1947
[T. I. A. S. 1707]

PROTOCOL

THE Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the French Republic, hereinafter referred to as "the Allied Governments concerned," on the one hand, and the Government of Italy, on the other, have, through the undersigned duly empowered representatives, agreed as follows:—

Italian share.

1. The Allied Governments concerned agree that Italy should receive a proportional share of the gold distributed pursuant to Part III of the Agreement on Reparations from Germany, on the establishment of an Inter-Allied Reparations Agency and on the Restitution of Monetary Gold signed at Paris on 14th January, 1946, on the same basis as the countries signatory to the said Agreement to the extent that Italy can establish that a definite amount of monetary gold belonging to it was looted by Germany, or, at any time after 3rd September, 1943, was wrongfully removed into German territory.

61 Stat., Pt. 3, p. 3180.

2. Italy adheres to the arrangement for the restitution of monetary gold set forth in Part III of the afore-mentioned Agreement and declares that the portion of the monetary gold accruing to it under the Agreement is accepted in full satisfaction of all Italian claims against Germany for restitution of monetary gold.

3. Italy accepts the arrangements which have been or will be made by the Allied Governments concerned for the implementation of the aforesaid arrangement.

Claims deposit.

4. (a) Pending the definitive settlement of such claims as may be made pursuant to Article 75, paragraph 8, of the Peace Treaty with Italy within six months of the coming into force of the Treaty, the Italian Government agrees to set aside out of its share as stipulated above, as a guarantee for the execution of the said provisions of the Treaty, and to leave on deposit with the Allied Governments concerned, an amount of gold approximately equal to the claims which it is now known will be made against Italy under the said provisions, viz., 14,422 kilograms of fine gold in respect of the claim of France and 8,857 kilograms of fine gold in respect of the claim of Yugoslavia.

61 Stat., Pt. 2, p. 1401.

(b) The amount provided for in sub-paragraph (a) shall be set aside in full out of any distribution made to Italy before any gold is withdrawn by Italy for its own use.

PROTOCOLE

LES Gouvernements des États-Unis d'Amérique, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, et de la République française, ci-après dénommés "Gouvernements alliés intéressés," d'une part, et le Gouvernement italien, d'autre part, sont, par l'entremise de leurs représentants soussignés dûment munis des pouvoirs nécessaires, convenus de ce qui suit:

1. Les Gouvernements alliés intéressés sont d'accord pour que l'Italie reçoive une part proportionnelle de l'or à répartir en application de la Partie III de l'Accord concernant les Réparations à recevoir de l'Allemagne, l'institution d'une Agence interalliée des Réparations et la Restitution de l'Or monétaire, signé à Paris le 14 janvier 1946, sur la même base que les pays signataires dudit accord, dans la mesure où l'Italie pourra établir qu'une quantité déterminée d'or monétaire lui appartenant a fait l'objet de spoliations par l'Allemagne, ou, à une date quelconque après le 3 septembre 1943, de transferts illégitimes en territoire allemand.

2. L'Italie donne son adhésion à l'arrangement concernant la restitution de l'or monétaire figurant à la Partie III de l'accord mentionné ci-dessus et déclare que la quantité d'or monétaire lui revenant en vertu de l'accord est acceptée par elle en règlement complet de toutes les revendications italiennes contre l'Allemagne au titre des restitutions d'or monétaire.

3. L'Italie accepte les arrangements qui ont été ou seront faits par les Gouvernements alliés intéressés pour l'application dudit arrangement.

4. (a) En attendant le règlement définitif des réclamations qui pourront être présentées en application de l'article 75, paragraphe 8, du Traité de Paix avec l'Italie dans le délai de six mois à partir de l'entrée en vigueur de ce traité, le Gouvernement italien est d'accord pour mettre de côté, sur sa part telle que stipulée ci-dessus, à titre de garantie pour l'application desdites dispositions du traité, et laisser en dépôt chez les Gouvernements alliés intéressés, une quantité d'or approximativement égale aux réclamations dont on sait actuellement qu'elles seront présentées contre l'Italie en vertu desdites dispositions, à savoir: 14,422 kilogrammes d'or fin, en ce qui concerne la réclamation de la France, et 8,857 kilogrammes d'or fin en ce qui concerne la réclamation de la Yougoslavie.

(b) La quantité stipulée à l'alinéa (a) sera mise intégralement de côté par prélèvement sur toute attribution qui sera faite à l'Italie avant qu'aucune quantité d'or ne soit retirée par l'Italie pour son propre usage.

(c) The Allied Governments concerned will notify the Italian Government of the arrangements to be made for depositing the aforesaid amount of gold.

Entry into force.

61 Stat., Pt. 2,
p. 1245.

Authentic texts.

5. The present Protocol shall be deemed to have come into force on the day of the coming into force of the Treaty of Peace.

Done in London this 16th day of December, 1947, in the English and French languages, of which both texts are equally authentic, in a single copy which shall be deposited in the archives of the Government of the United Kingdom of Great Britain and Northern Ireland, by whom certified copies shall be transmitted to the other contracting Governments.

For the Government of the United States of America:

L. W. DOUGLAS.

For the Government of the United Kingdom of Great Britain
and Northern Ireland:

ERNEST BEVIN.

For the Government of the French Republic:

R. MASSIGLI.

For the Government of Italy:

T. GALLARATI SCOTTI.

(c) Les Gouvernements alliés intéressés notifieront au Gouvernement italien les arrangements qui seront faits pour la constitution des dépôts de la quantité d'or indiquée ci-dessus.

5. Le présent protocole sera considéré comme étant entré en vigueur le jour de l'entrée en vigueur du Traité de Paix.

Fait à Londres en un seul exemplaire le 16 décembre 1947, en langues anglaise et française, les deux textes faisant également foi. Cet exemplaire sera conservé dans les archives du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, qui en remettra des copies certifiées aux autres parties contractantes.

Pour le Gouvernement des États-Unis d'Amérique:

L. W. DOUGLAS.

Pour le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:

ERNEST BEVIN.

Pour le Gouvernement de la République française:

R. MASSIGLI.

Pour le Gouvernement italien:

T. GALLARATI SCOTTI.

Certified a true copy.

[SEAL]

LONDON

19 Dec 1947

H K GREY.

*Acting Librarian and Keeper of the Papers for
the Secretary of State for Foreign Affairs.*

December 1, 3, 1947
[T. I. A. S. 1709]

Agreement between the United States of America and Greece respecting the transfer of United States naval vessels and equipment to the Greek Government. Effected by exchange of notes signed at Washington December 1 and 3, 1947; entered into force December 3, 1947.

The Acting Secretary of State to the Greek Ambassador

DEPARTMENT OF STATE
WASHINGTON

December 1, 1947

EXCELLENCY :

61 Stat., Pt. 3, p. 2907. I have the honor to refer to the Agreement between our two Governments on aid to Greece signed at Athens on June 20, 1947, and to the proposed transfer thereunder to the Government of the Kingdom of Greece of certain United States naval vessels as listed in subparagraph 5 below. The Government of the United States of America, in accordance with determinations made under Article 4 of the Agreement of June 20, 1947, proposes that the following terms and conditions shall govern the transfer of such naval vessels.

61 Stat., Pt. 3, p. 2914.

Vessels, supplies,
etc.

1. The Government of the United States will transfer to the Government of Greece the vessels listed in subparagraph 5 below, will provide materials and supplies for operation and maintenance of such vessels together with six months' supply of essential spare parts, will furnish the technical advice and training of crews for the operation of such vessels and will deliver such vessels at times and places to be agreed. Such transfer of vessels and furnishing of materials, supplies, technical advice, and the training of crews shall be without cost or charge to the Government of Greece.

Ownership of ves-
sels.

2. Ownership of the vessels transferred hereunder shall be acquired by the Government of Greece at the time of delivery of each vessel, which shall be evidenced by a delivery certificate executed by the Government of Greece in the form prescribed by the Government of the United States.

Indemnification of
U. S. against claims,
etc.

3. The Government of Greece shall indemnify and hold harmless the Government of the United States, its officers, agents, servants, and employees against any and all claims, obligations, demands, losses, damages, expenses, and costs of every kind and nature in connection with the transfer of the vessels hereunder or the use and operation thereof by the Government of Greece. Without limiting the generality of the foregoing, the Government of Greece shall indemnify and hold harmless the Government of the United States, its officers, agents, servants, and employees against any and all claims, obligations, demands, losses, damages, expenses, and costs arising or growing out of the transfer to the Government of Greece, or the use by such Government subsequent to such transfer, of Bofors

Bofors 40 mm guns.

40mm guns or guns of similar type made or produced under or pursuant to an agreement dated June 21, 1941,^[1] between the United States of America and Aktiebolaget Bofors, a Swedish firm, which guns may be or are part or parts of armament, equipment, or fittings of the vessels to be transferred under this agreement.

4. The Government of Greece shall not relinquish physical possession of, or transfer ownership of, any of the vessels or their armament, equipment, or fittings obtained under this agreement without the prior written consent of the Government of the United States. Naval equipment or information furnished under this agreement or otherwise, of any security classification whatsoever, shall be safeguarded in accordance with the requirements of the appropriate security classifications of the United States Navy and no disclosure of such equipment or information shall be made by the Government of Greece to other governments or unauthorized persons without the prior written consent of the Government of the United States.

5. The following vessels are proposed to be transferred to the Government of Greece under the Agreement of June 20, 1947 in accordance with the provisions of Public Law No. 75 of the 80th Congress.

PGM 16
PGM 21
PGM 22
PGM 25
PGM 28
PGM 29

The foregoing terms and conditions with respect to the transfer of naval vessels will be considered in effect upon their acceptance by the Government of Greece.

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

ROBERT A. LOVETT
Acting Secretary of State

His Excellency
VASSILI C. DENDRAMIS,
Ambassador of Greece.

The Greek Ambassador to the Acting Secretary of State

ROYAL GREEK EMBASSY
WASHINGTON
December 3, 1947.

No. 9123/6

EXCELLENCY:

I have the honor to acknowledge receipt of your letter dated December 1, 1947, which is as follows:

"I have the honor to refer to the Agreement between our two Governments on aid to Greece signed at Athens on June 20, 1947, and

Non-relinquishment.

Safeguarding of equipment, etc.

Vessels to be transferred.

61 Stat., Pt. 3, p. 2907.

61 Stat., Pt. 1, p. 103.

Ante, p. 3734.

61 Stat., Pt. 3, p. 2907.

¹ [Not printed.]

to the proposed transfer thereunder to the Government of the Kingdom of Greece of certain United States naval vessels as listed in subparagraph 5 below. The Government of the United States of America, in accordance with determinations made under Article 4 of the Agreement of June 20, 1947, proposes that the following terms and conditions shall govern the transfer of such naval vessels.

61 Stat., Pt. 3, p. 2914.

1. The Government of the United States will transfer to the Government of Greece the vessels listed in subparagraph 5 below, will provide materials and supplies for operation and maintenance of such vessels together with six months' supply of essential spare parts, will furnish the technical advice and training of crews for the operation of such vessels and will deliver such vessels at times and places to be agreed. Such transfer of vessels and furnishing of materials, supplies, technical advice, and the training of crews shall be without cost or charge to the Government of Greece.

2. Ownership of the vessels transferred hereunder shall be acquired by the Government of Greece at the time of delivery of each vessel, which shall be evidenced by a delivery certificate executed by the Government of Greece in the form prescribed by the Government of the United States.

3. The Government of Greece shall indemnify and hold harmless the Government of the United States, its officers, agents, servants, and employees against any and all claims, obligations, demands, losses, damages, expenses, and costs of every kind and nature in connection with the transfer of the vessels hereunder or the use and operation thereof by the Government of Greece. Without limiting the generality of the foregoing, the Government of Greece shall indemnify and hold harmless the Government of the United States, its officers, agents, servants, and employees against any and all claims, obligations, demands, losses, damages, expenses, and costs arising or growing out of the transfer to the Government of Greece, or the use by such Government subsequent to such transfer, of Bofors 40mm guns or guns of similar type made or produced under or pursuant to an agreement dated June 21, 1941, between the United States of America and Aktiebolaget Bofors, a Swedish firm, which guns may be or are part or parts of armament, equipment, or fittings of the vessels to be transferred under this agreement.

4. The Government of Greece shall not relinquish physical possession of, or transfer ownership of, any of the vessels or their armament, equipment, or fittings obtained under this agreement without the prior written consent of the Government of the United States. Naval equipment or information furnished under this agreement or otherwise, of any security classification whatsoever, shall be safeguarded in accordance with the requirements of the appropriate security classifications of the United States Navy and no disclosure of such equipment or information shall be made by the Government of Greece to other governments or unauthorized persons without the prior written consent of the Government of the United States.

5. The following vessels are proposed to be transferred to the

Government of Greece under the Agreement of June 20, 1947 in accordance with the provisions of Public Law No. 75 of the 80th Congress.

- PGM 16
- PGM 21
- PGM 22
- PGM 25
- PGM 28
- PGM 29

The foregoing terms and conditions with respect to the transfer of naval vessels will be considered in effect upon their acceptance by the Government of Greece."

I am authorized by my Government to inform you in reply that it agrees with the contents of the letter and accepts the terms and conditions with respect to the transfer of the foregoing naval vessels.

Acceptance of terms by Greek Government.

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

VASSILI DENDRAMIS
Ambassador of Greece

His Excellency
ROBERT A. LOVETT
Acting Secretary of State

March 25 and
April 2, 1947
[T. I. A. S. 1710]

Agreement between the United States of America and Mexico respecting the temporary migration of Mexican agricultural workers, supplementing the agreement of August 4, 1942, as revised April 26, 1943. Effected by exchange of notes signed at Mexico City March 25 and April 2, 1947; entered into force April 2, 1947.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
Mexico, D.F., March 25, 1947.

No. 697

EXCELLENCY:

I have the honor to refer to the recent negotiations which have taken place between the Intersecretarial Committee of Your Excellency's Government and Messrs. Wilson R. Buie and Durrell L. Lord, representing the United States Department of Agriculture, regarding the continued employment of Mexican agricultural workers in the United States, and to request that Your Excellency be good enough to inform the Intersecretarial Committee that my Government agrees to the following supplementary provisions in relation to the program being carried out under the terms of the agreement between the United States of America and Mexico, which was signed on August 4, 1942, and revised April 26, 1943:

Supplementary provisions.

56 Stat. 1759.

57 Stat. 1152.

1. It is agreed that no change in the present wording of the Work Agreement form now in use need be made, but specific understandings hereinafter suggested are to be given effect by appropriate administrative action.
2. It is understood that workers who are to be employed any part of the time in work on the sugar beet crops will be informed of that fact and that much of such work is arduous.
3. It is agreed that when implementing Paragraph 2 of the Work Agreements, the location meant by the words "area" and "region" will be considered to be the County in which the Mexican worker is employed.
4. It is understood that in each worker's contract there will be inserted, by rubber stamp and upon the dotted line, the name of the place where the worker was first interviewed in connection with his contract, and that place can be considered his "point of origin" for all purposes under his contract.
5. It is agreed that in the event it becomes necessary to repatriate Mexican workers before the expiration of their contracts as a result of a determination that their services are no longer necessary, the United States Department of Agriculture will use every means available to avoid terminating the contracts of

Mexican workers who have recently arrived in the United States, repatriating instead, if necessary, those Mexican workers who have been employed in the United States over longer periods of time.

6. It is understood that, except for days in which the worker works more than four hours, and except for Sundays occurring before the worker's contract has been terminated, there shall be paid to any worker who is physically able to perform his work, the cost of feeding during the period of time in which he has not been utilized for reasons beyond his control.
7. It is agreed that the food provided on the farms or by the commissaries controlled by the farmers must be provided to the workers at cost, and must not exceed \$1.50 U. S. Currency per day.
8. It is understood that farmers will be notified that the Consuls of Mexico or the delegates which the Intersecretarial Committee assigns will have power to review the workers' contracts, study the sanitary system and the cost and class of food in those cases where they may consider it necessary.
9. It is agreed that it is to be recommended to the farmers that the balance amounts which remain due the workers from salaries and savings-fund deductions be paid by one check payable to the Banco Nacional de Credito Agricola, to which is attached a list of the workers involved and their respective interests therein.
10. It is agreed that, particularly in view of the increased minimum wage rates to be paid for work in connection with the 1947 sugar beet crop by producers who apply for payments under the Sugar Act of 1937, as amended, the provision of 37 cents per hour minimum wage in provision 2 of the Work Agreements remain unchanged, but that the United States Department of Agriculture undertakes, exactly as the Work Agreements provide, that the treatment in respect to salaries which is given Mexican workers, shall in no way be inferior to that accorded United States domestic labor.
11. It is agreed that if, at the termination of the contract, the worker is not returned to Mexico for reasons beyond his control, commencing on the 15th day following the date of the termination of the contract, the worker will be paid by the United States Department of Agriculture, 50 cents U. S. Currency for each day up to the date of embarkation of the worker for Mexico, this sum being in addition to the subsistence and other benefits heretofore provided.

50 Stat. 903.
7 U. S. C. § 1100 *et seq.*

It is understood that this note, together with Your Excellency's reply in the same terms, shall constitute an agreement between the Government of the United States of America and the Government of the United Mexican States on the supplementary provisions cited above.

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

WALTER THURSTON

His Excellency

Señor DON JAIME TORRES BODET,
Secretary of Foreign Relations,
Mexico, D. F.

*The Mexican Secretary of Foreign Relations to the American
Ambassador*

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

MÉXICO, D.F. 2 de abril de 1947.

EXCELENCIA :

Me es grato dar respuesta a la muy atenta nota de Vuestra Excelencia, número 697, fechada el 25 de marzo próximo pasado, que a continuación transcribo :

"Tengo el honor de referirme a las recientes negociaciones que se llevaron a cabo entre la Comisión Intersecretarial nombrada por el Gobierno de Vuestra Excelencia y los señores Wilson R. Buie y Durrell L. Lord, representantes del Departamento de Agricultura de los Estados Unidos, relacionadas con el deseo de seguir utilizando los servicios de trabajadores agrícolas mexicanos en los Estados Unidos, para solicitar a Vuestra Excelencia que tenga a bien informar a la Comisión Intersecretarial aludida, que mi Gobierno está de acuerdo con las siguientes cláusulas suplementarias, relativas al programa que se está llevando a cabo dentro de los términos del Convenio vigente entre los Estados Unidos de América y México, que fué firmado el 4 de agosto de 1942 y rectificado el 26 de abril de 1943.

1. - Estamos de acuerdo en que no hay necesidad de hacer cambio alguno en la redacción del nuevo Contrato de trabajo, pero que en lo sucesivo los acuerdos expresos que tengan lugar sean formalizados mediante intercambio de notas.

2. - Estamos entendidos en que los trabajadores que serán empleados en la cosecha del betabel serán motivo de selección con objeto de utilizar solamente a los experimentados, por tratarse de un trabajo pesado.

3. - Damos nuestra conformidad para que las palabras "area" y "región" que se mencionan en el párrafo 2o. del Contrato de Trabajo, cuando se refieren al lugar de empleo, se consideren como el lugar del Condado en donde el trabajador preste sus servicios.

4. - Se toma nota de que en el Contrato de cada trabajador se anotará por medio de un sello y sobre una línea, el nombre del lugar donde el trabajador fué contratado originalmente, y que ese lugar

será considerado como su “punto de origen” para todos los fines del citado Contrato.

5. — Estamos de acuerdo en que, en el caso de que sea necesario repatriar a trabajadores mexicanos antes de la terminación de sus Contratos, como resultado del hecho de que sus servicios no sean ya necesarios, el Departamento de Agricultura de los Estados Unidos hará todo lo que esté de su parte para evitar que tal desocupación afecte a los trabajadores mexicanos de reciente arribo a los Estados Unidos, repatriándose en su lugar, cuando sea necesario, a aquellos que hayan prestado sus servicios por períodos más largos.

6. — Se entiende que con excepción de los días en los cuales el trabajador no sea utilizado por más de cuatro horas, (excluyéndose los domingos), que transcurran antes de que termine su contrato, se le proporcionarán los gastos de alimentación por el tiempo en que no presta sus servicios, por causas ajenas a su voluntad, siempre que esté físicamente capacitado para desempeñar sus funciones.

7. — Se acepta que los alimentos proporcionados en los ranchos o por las “comisariás” controladas por los patrones serán al precio de costo, no debiendo exceder de la cantidad de Dls. 1.50 por día.

8. — Se acepta que se dé aviso a los patrones en el sentido de que los Cónsules de México y los Delegados designados por la Comisión Intersecretarial tendrán el derecho de revisar el cumplimiento de los contratos de los trabajadores, estudiar el sistema sanitario, así como la clase y costo de los alimentos, cuando ellos lo consideren necesario.

9. — Se manifiesta conformidad en recomendar a los patrones que el saldo que se quede a deber a los trabajadores, por concepto de sueldos o descuentos, sea pagado en un cheque expedido a favor del “Banco Nacional de Crédito Agrícola”, al cual se le agregará la lista de los trabajadores beneficiados, así como la de las cantidades individuales que se les adeudan.

10. — Se manifiesta, particularmente, que en vista del aumento de las cuotas por concepto de salario mínimo, que serán pagadas por trabajos relacionados con la cosecha del betabel por el año de 1947, por patrones que soliciten pagos amparados por la “Ley del Azúcar” de 1937, modificada, la cuota de salario mínimo de 37 centavos por hora, prevista en la Cláusula 2a. del Contrato de Trabajo, quedará intacta, pero que el Departamento de Agricultura de los Estados Unidos se comprometerá, de acuerdo con las condiciones del Contrato de Trabajo, a que el tratamiento que se dé a los trabajadores mexicanos en cuestión de salarios, de ninguna manera sea inferior al que disfruten los trabajadores agrícolas norteamericanos.

11. — Estamos de acuerdo en que, si al terminarse el Contrato de Trabajo el trabajador no es regresado a México, por causas ajenas a su voluntad, se le pague por parte del Departamento de Agricultura de los Estados Unidos la cantidad de 50 centavos diarios, moneda americana, a partir del 15° día hasta la fecha de su embarque a México, suma que deberá considerarse suplementaria de la que

recibirá por concepto de subsistencia y otros beneficios establecidos en los Contratos.”

Queda entendido que la presente nota, unida a la contestación aprobatoria que Vuestra Excelencia se sirva darle, constituirá un Convenio entre el Gobierno de los Estados Unidos de América y el de los Estados Unidos Mexicanos sobre las Cláusulas Suplementarias arriba citadas”.

En debida respuesta me es grato participar a Vuestra Excelencia, que reconociendo la buena voluntad de los Representantes del Departamento de Agricultura de los Estados Unidos para coordinar sus puntos de vista con los de la Comisión Intersecretarial Mexicana, mi Gobierno manifiesta su conformidad con los términos de la nota preinserta, considerándolos como complementarios del acuerdo del 26 de abril de 1943, en la inteligencia de que, si en la práctica, se encontrasen divergencias de interpretación respecto a si debe aplicarse el convenio antes aludido de 1943, o las cláusulas adicionales arriba citadas, mi Gobierno espera que se aplicará el texto que resulte más favorable al trabajador.

Me es grato reiterar a Vuestra Excelencia el testimonio de mi más alta consideración.



Jaime Torres Bodet.

A su Excelencia

Señor WALTER THURSTON

Embajador de los Estados Unidos de América

México, D. F.

Translation

MINISTRY OF FOREIGN AFFAIRS
UNITED MEXICAN STATES
MEXICO

MEXICO, D. F., *April 2, 1947.*

EXCELLENCY :

I take pleasure in replying to Your Excellency's very courteous note No. 697, dated March 25 last, which I transcribe as follows:

“I have the honor to refer to the recent negotiations which have taken place between the Interdepartmental Committee appointed by Your Excellency's Government and Messrs. Wilson R. Buie and Durrell L. Lord, representing the United States Department of Agriculture, regarding the desire to continue to employ Mexican agricultural workers in the United States, and to request that Your Excellency be good enough to inform the above-mentioned Interdepartmental Committee that my Government agrees to the following supplement-

tary clauses relative to the program being carried out under the terms of the Agreement in force between the United States of America and Mexico, which was signed on August 4, 1942, and revised April 26, 1943:

^{56 Stat. 1759; 57 Stat. 1152.}

1. It is agreed that there is no change in the wording of the new Work Contract need be made, but that, in the future, the understandings mentioned which are made shall be formalized by means of an exchange of notes.

2. It is understood that the workers who are to be employed in the harvesting of sugar beets shall be subjected to a process of selection for the purpose of employing experienced workers only, since the work involved is arduous.

3. It is agreed that the words "area" and "region" which are mentioned in Paragraph 2 of the Work Contract shall, when they refer to the place of employment, be considered as meaning the place in the County where the worker is employed.

4. It is noted that in each worker's contract there will be inserted, by means of a stamp and on a line, the name of the place where the worker signed the contract originally, and that that place shall be considered as his "point of origin" for all the purposes of the above-mentioned Contract.

5. It is agreed that, in the event it becomes necessary to repatriate Mexican workers before the expiration of their contracts as a result of the fact that their services are no longer necessary, the United States Department of Agriculture will use every means available to prevent such unemployment from affecting the Mexican workers who have recently arrived in the United States, repatriating instead, when necessary, those who have been employed over longer periods of time.

6. It is understood that, except for those days (excluding Sundays) when the worker is not used for more than four hours, which occur before his contract terminates, he shall be given the cost of his food for the time in which he does not work, for reasons beyond his control, provided he is physically able to perform his work.

7. It is agreed that the food provided on the farms or by the commissaries controlled by the farmers shall be provided at cost, and must not exceed 1.50 dollars per day.

8. It is understood that the farmers will be notified that the Consuls of Mexico and the Delegates assigned by the Interdepartmental Committee will have the right to examine the fulfillment of the workers' contracts, to study the sanitary system, as well as the class and cost of the food, when they may consider it necessary.

9. It is agreed that it be recommended to the farmers that the balance which remains due to the workers from wages or deductions be paid by one check payable to the "Banco Nacional de Crédito Agrícola", to which shall be attached a list of the workers to receive payment, as well as one of the individual amounts owed to them.

10. It is agreed, particularly, that in view of the increase in minimum wage rates to be paid for work in connection with the 1947 beet

50 Stat. 903.
7 U. S. C. § 1100 et
seq.

sugar crop by farmers who apply for payments under the Sugar Act of 1937, as amended, the minimum wage rate of 37 cents per hour provided for in the second clause of the Work Contract will remain unchanged, but that the United States Department of Agriculture will undertake, in accordance with the condition of the Work Contract, to provide that the treatment given to the Mexican workers with respect to wages shall in no way be inferior to that enjoyed by United States farm labor.

11. It is agreed that if, at the termination of the Work Contract, the worker is not returned to Mexico for reasons beyond his control, commencing on the 15th day he will be paid by the United States Department of Agriculture the sum of 50 cents U. S. currency for each day up to the date of his embarkation for Mexico, and that this sum must be considered as being in addition to that which he will receive in the form of subsistence and other benefits provided for in the contracts.

"It is understood that this note, together with the reply in acceptance which Your Excellency may be so good as to make thereto, shall constitute an Agreement between the Government of the United States of America and the Government of the United Mexican States on the supplementary clauses cited above."

In due reply, I am pleased to inform Your Excellency that, recognizing the friendly desire on the part of representatives of the United States Department of Agriculture to co-ordinate their points of view with those of the Mexican Interdepartmental Committee, my Government expresses its agreement with the terms of the above-inserted note, considering those terms as supplementary to the Agreement of April 26, 1943, with the understanding that if, in practice, differences of interpretation should be encountered as to whether the above-mentioned Agreement of 1943 or the above-cited additional clauses should be applied, my Government hopes that the text which is more favorable to the worker will be applied.

57 Stat. 1152.

I take pleasure in renewing to Your Excellency the assurance of my highest consideration.

J T BODET.

JAIME TORRES BODET.

His Excellency

WALTER THURSTON

Ambassador of the United States of America

Mexico, D. F.

Agreement between the United States of America and Sweden respecting quantitative import restrictions, modifying temporarily the agreement of May 25, 1935. Effected by an exchange of aide-mémoire dated at Washington June 24, 1947; entered into force June 24, 1947. And an exchange of letters.

June 24, 1947
[T. I. A. S. 1711]

The Swedish Legation to the Department of State

LEGATION OF SWEDEN
WASHINGTON 8, D. C.

AIDE-MEMOIRE

The Government of Sweden wishes to refer to the discussions which have recently taken place between its representatives and representatives of the Government of the United States of America, concerning the problems, in relation to the Commercial Agreement between the United States of America and Sweden of May 25, 1935, which have arisen as a result of the imposition of quantitative import restrictions by the Swedish Government on March 15, 1947.

49 Stat. 3755.

1. During the course of these discussions the Swedish representatives have presented extensive information setting forth the serious reduction in Sweden's reserves of gold and foreign exchange, and the resulting necessity of imposing measures of control for the purpose of correcting this situation.
2. With respect to goods en route or on order at the time of the imposition of quantitative import restrictions on March 15, 1947, the Government of Sweden, after consultation with the United States Government, has announced that licenses will be granted for the import of all commodities which were placed under import restrictions on that date, provided that the Swedish importer when applying for an import license establishes the following facts:
 - a. that a bona fide contract contemplating delivery prior to October 1, 1947 had been entered into, on or before March 15, 1947, and
 - b. that the delivery in Sweden of the goods mentioned in the contract will be effected before October 1, 1947.
3. The Government of Sweden brings to the notice of the United States Government the statement of its support of the principle of unrestricted, multilateral trade on the basis of free competition and of those policies which have for their purpose the encouragement of this principle, recently made in the official communique of May 12, 1947, regarding discussions between the Ministers of Foreign Affairs and other representatives of the Governments of Denmark, Norway and Sweden. The Swedish Government has

officially announced its desire that the quantitative restrictions upon imports, imposed by it on March 15, 1947, shall be of as short duration as possible. The Swedish Government also brings to the notice of the United States Government the Government Bill of May 30, 1947, in which it indicated its desire, due consideration being given to existing trade agreements, to see an expansion of the volume and a development of the direction of Swedish exports serving to redress Sweden's international balance of payments at the earliest possible date. The Swedish Government has not at present any undertaking, and does not propose to enter into undertakings, that specific commodities will be delivered to specific countries unless such a policy should form part of a fair allocation among all importing countries of essential commodities in short supply.

4. During the period while the quantitative import restrictions remain in force, the Government of Sweden, which has taken note of the fact that the Government of the United States of America does not in relation to Sweden restrict the free disposition of dollar earnings or assets, except as provided for in the exchange of letters of March 18 and 25, 1947 [¹] establishing the procedure for unblocking of Swedish assets in the United States, will continue to authorize all current payments, including payments for imports and the transfer of earnings and remittances, and will limit such control of foreign exchange as it may become necessary to maintain to the control of international capital movements.
5. During the period while the quantitative restrictions upon imports remain in force the Government of Sweden when administering the controls will observe the following principles:
 - a. Commodities will be licensed without regard to the country of origin, except as stated below.
 - b. In those instances where, during the period covered by the present arrangements, the above licensing principle would exert a restrictive influence on the overall volume of international trade by reducing imports from areas experiencing a serious shortage of gold and/or convertible currencies in a way which would not improve Sweden's multilateral payments possibilities, Sweden in granting import licenses may take into consideration the special payments possibilities which may exist between Sweden and the country of origin.
 - c. Licenses will, unless otherwise agreed, be granted permitting the importation of commodities from the United States listed in Schedule I of the Commercial Agreement between the United States of America and Sweden of 1935, and not on the unrestricted list, to an amount, for the period from January 1, 1947 to June 30, 1948, equivalent to not less than 150% of the volume of like imports from the United States during 1946.

¹ [Not printed.]

- d. No commodity or class of commodities imported from the United States during the operation of the Commercial Agreement between the United States of America and Sweden of 1935 shall be entirely excluded.
- e. No commodity now on the unrestricted list and imported from the United States during the operation of the Commercial Agreement between the United States of America and Sweden of 1935 shall be removed from that list without equitable transitional arrangements having been provided.
6. The Government of Sweden will place in operation as of July 1, 1947 the system of administering the import controls envisaged in this aide-memoire.
7. The Government of Sweden recognizes that the Commercial Agreement between the United States of America and Sweden of 1935 remains in full force and effect, save for those temporary modifications in its operation provided for in this exchange of memoranda.
8. If unforeseen developments require a temporary modification in the terms of the understanding embodied in this exchange of memoranda, and in any event before the expiration of this understanding on June 30, 1948, the Government of Sweden agrees to review the situation with the Government of the United States of America for the purpose of considering such action as the circumstances may demand.

WASHINGTON, D.C., *June 24, 1947.*

H. E.

The Department of State to the Swedish Legation

AIDE-MEMOIRE

The Government of the United States of America refers to the aide-memoire of the Government of Sweden, dated June 24, 1947, concerning the problems, in relation to the Commercial Agreement between the United States of America and Sweden of May 25, 1935, which have arisen as a result of the imposition of quantitative import restrictions by the Swedish Government on March 15, 1947. The Government of the United States of America:

49 Stat. 3745.

1. Takes note of the extensive information presented by the representatives of the Swedish Government with respect to the serious reduction in Sweden's reserves of gold and convertible exchange indicating the necessity of imposing measures to correct this situation;
2. Acknowledges the declaration made by the Government of Sweden of its adherence to the principle of unrestricted, multi-lateral trade on the basis of free competition, and takes note of the desire of the Swedish Government that the quantitative restrictions upon imports imposed by it on March 15, 1947 shall be of as short duration as possible;

3. Takes note of the statements of the Government of Sweden with respect to the administration of the quantitative import restrictions;
4. Agrees for the duration of the present arrangement not to invoke the provisions of Articles II and VII of the Commercial Agreement between the United States of America and Sweden of 1935, in respect of the measures taken or to be taken by the Government of Sweden as set forth in its aide-memoire;
5. Recognizes that the Commercial Agreement between the United States of America and Sweden of 1935 remains in full force and effect, save for those temporary modifications in its operation provided for in this exchange of memoranda;
6. Agrees to review the situation with the Government of Sweden prior to July 1, 1948 for the purpose of considering such action as the circumstances may demand.

DEPARTMENT OF STATE,
Washington, June 24, 1947.

The Swedish Minister to the Assistant Secretary for Economic Affairs

LEGATION OF SWEDEN
WASHINGTON 8, D. C.

JUNE 24, 1947.

MY DEAR MR. SECRETARY:

In connection with the discussions which have recently taken place between representatives of the Government of Sweden and of the Government of the United States concerning the problems arising as a result of the imposition of quantitative import restrictions by the Swedish Government on March 15, 1947, the Government of Sweden transmitted a memorandum to the Government of the United States on June 24, 1947, which stated in part:

"The Government of Sweden . . . will continue to authorize all current payments, including payments for imports and the transfer of earnings and remittances and will limit such control of foreign exchange as it may become necessary to maintain to the control of international capital movements."

In applying the principles set forth in this memorandum the Swedish Government agrees to make the registration and control of foreign exchange and the restriction of capital movements subject to the following conditions:

- a. The Swedish Government will not impose restrictions on current transactions additional to those now in use and thus will continue to authorize current payments of a customary nature from Sweden to the United States (payment of profits, dividends, interest, royalties, payments for commercial purposes and other payments relating to current business provided that the underlying transactions, wherever necessary, have been duly authorized (including balances accrued from the same sources in the

Conditions respecting foreign exchange, etc.

past)). With regard to balances accumulated from the same sources in the past, transfer will be authorized unless the funds in question have been voluntarily invested in Sweden. The appropriate agencies of the Swedish Government, moreover, will examine carefully with due regard to the Swedish exchange position requests for transfers of capital from Sweden to the United States when transfers of that type might serve a useful commercial and economic purpose, and where transfers of small amounts are of substantial importance to the interested parties. They will examine in the same spirit requests for transfers of funds to the United States filed by American nationals residing in Sweden.

- b. The Swedish Government or the appropriate agencies thereof will likewise continue to authorize persons residing in Sweden who without having violated Swedish law owe bona fide dollar obligations to any governmental agency, individual or firm in the United States, to discharge such obligations when they are due, and if necessary, it will authorize such persons to purchase dollars for that purpose.

If unforeseen circumstances require temporary modification of the principles set forth above, the Government of Sweden, in accordance with the provisions of its memorandum of June 24, 1947, will review the situation with the Government of the United States.

Sincerely,

HERMAN ERIKSSON

Mr. WILLARD L. THORP,
*Assistant Secretary for Economic Affairs,
Department of State,
Washington, D.C.*

The Assistant Secretary for Economic Affairs to the Swedish Minister

DEPARTMENT OF STATE
WASHINGTON

June 24, 1947

MY DEAR MR. MINISTER:

I am pleased to have received your letter of June 24, 1947, setting forth the policies which the Swedish Government will follow in accomplishing the registration and control of foreign exchange and the restriction of capital movements.

I take pleasure in stating that the provisions of this letter are acceptable to the Government of the United States.

Sincerely yours,

WILLARD L THORP

The Honorable
HERMAN ERIKSSON,
Minister of Sweden.

September 13, 24, 1946
[T. I. A. S. 1713]

Agreement between the United States of America and Italy respecting American dead in World War II. Effected by exchange of notes verbales dated at Rome September 13 and 24, 1946; entered into force September 24, 1946.

The American Embassy to the Italian Ministry of Foreign Affairs

F. O. No. 654

EMBASSY OF THE
UNITED STATES OF AMERICA

NOTE VERBALE

Deceased members
of U. S. Armed Forces
buried in Italy.

The Embassy of the United States of America presents its compliments to the Italian Ministry of Foreign Affairs and has the honor to refer to the Embassy's Note Verbale no. 561 of July 3, 1946, [1] and the Ministry's Note Verbale no. 19/27869/160 of August 20, 1946, [1] as well as to the subsequent informal conversations between Minister Zoppi representing the Ministry and Mr. Henderson representing the Embassy, all in connection with the desire of the Government of the United States to conclude a bilateral agreement with the Government of the Italian Republic with respect to the disposition and care of the remains of deceased members of the United States Armed Forces who are now buried in Italy.

The Embassy takes pleasure in advising the Ministry that the Department of State is agreeable to amending the original draft of the proposed agreement as follows, in accordance with the informal requests made by Minister Zoppi on September 3:

Post, p. 3751.

Introductory paragraph, Article I: "The United States, through its duly designated representatives, shall have the following facilities:"

Subparagraph E, Article I: "The Government of the United States shall have the unrestricted right, in cooperation with Italian authorities, to examine and open all records, military or civilian, which may be of assistance in locating the graves or identifying the remains of its deceased military or civilian personnel."

Post, p. 3752.

The final sentence of Article III is also amended to read: "The provisions of Article I, Subparagraphs A, B and C will apply in the construction and maintenance of such permanent cemeteries and memorials as may be desired."

In order to formalize the proposed bilateral agreement, the full amended text is incorporated in this note as an attachment to it. If, pursuant to the oral agreement already reached over the amended text, the Ministry of Foreign Affairs will likewise incorporate the said text into its reply to the present note, the Government of the United

¹[Not printed.]

States will consider the bilateral agreement concluded and will take appropriate steps for its application by delegates designated by the United States in agreement with the proper Italian authorities.

ROME, September 13, 1946.

DK

Attachment:

Amended text of
bilateral agreement.

To the

*Ministry of Foreign Affairs,
Rome.*

Attachment

The following shall govern relative to the disposal of the remains of deceased persons who were citizens of the United States and/or who served or who accompanied the Armed Forces of the United States and are now buried in Italy or any possession or territory now or hereafter subject to the control of the Italian Government.

Article I

The United States, through its duly designated representatives, shall have the following facilities:

U. S. facilities.

A. The Government of the United States shall have the right to establish and maintain such temporary cemeteries as are necessary for the burial of deceased persons subject to its control and to make exhumations therefrom for repatriation or concentration into their cemeteries abroad, and may move bodies from other countries into and/or through Italy and its territories and possessions for interment and/or trans-shipment.

Temporary ceme-
teries.

B. The Government of the United States shall be exempted from all national, local or other laws and/or regulations relating to the permits for disinterments, sanitation, upon an assurance that such work will be conducted in a manner not detrimental to public health, and from the payment of any duties, taxes or fees of any kind whatsoever for the burial, disinterment for reburial or movement of bodies or the maintenance of graves.

Exemption from
certain laws and/or
regulations.

C. The Government of the United States shall have the right of free entrance and exit for all personnel, supplies, transportation (air, rail, animal and/or water) serving or belonging to the United States, and the use of airfields, port facilities, warehousing, living quarters, office space, rail and water transportation and the right to employ labor in Italy, its territories and possessions essential to the accomplishment of its mission, upon payment of just compensation thereof.

Free entrance and
exit, etc.

D. The Government of the United States shall have the unrestricted right to search for the remains of members of its armed forces and/or its citizens.

Right to search.

E. The Government of the United States shall have the unrestricted right, in cooperation with Italian authorities, to examine and open all records, military or civilian, which may be of assistance in locating the

graves or identifying the remains of its deceased military or civilian personnel.

F. The Government of the United States shall have the right to question and examine citizens of Italy and to take affidavits in furtherance of its search for and identification of remains of members of its armed forces and/or its citizens.

Article II

Assistance from Italian Government.

The Government of Italy will render all possible assistance in locating and securing the effects of deceased military and civilian personnel of the United States and upon demand and the furnishing of a proper receipt, will turn over to representatives of the United States all effects so located and secured.

Article III

If in the future the Government of the United States wishes to establish permanent cemeteries or erect memorials in Italy, the Italian Government will exercise its power of Eminent Domain to acquire title to such sites and grant to the United States the right of use therein in perpetuity upon payment by the United States of cost compensation therefor. Any sites acquired, including improvements thereto and buildings constructed thereon, shall be exempt from any and all form of taxation, direct or indirect. The provisions of Article I, Sub-paragraphs A, B and C will apply in the construction and maintenance of such permanent cemeteries and memorials as may be desired.

The Italian Ministry of Foreign Affairs to the American Embassy

MINISTERO DEGLI AFFARI ESTERI
D. G. A. POL. VIII*

NOTA VERBALE

Il Ministero degli Affari Esteri ha l'onore di accusare ricevuta all'Ambasciata degli Stati Uniti d'America della Nota Verbale n. 654 del 13 settembre 1946, alla quale é allegato il progetto d'accordo bilaterale italo-americano, relativo alla sistemazione dei Cimiteri di guerra americani in Italia, il cui testo é il seguente:

The following shall govern relative to the disposal of the remains of deceased persons who were citizens of the United States and/or who served or who accompanied the Armed Forces of the United States and are now buried in Italy or any possession or territory now or hereafter subject to the control of the Italian Government.

Article I

The United States, through its duly designated representatives shall have the following facilities:

A. The Government of the United States shall have the right to establish and maintain such temporary cemeteries as are necessary for

the burial of deceased persons subject to its control and to make exhumations therefrom for repatriation or concentration into their cemeteries abroad, and may move bodies from other countries into and/or through Italy and its territories and possessions for interment and/or trans-shipment.

B. The Government of the United States shall be exempted from all national, local or other laws and/or regulations relating to the permits for disinterments, sanitation, upon an assurance that such work will be conducted in a manner not detrimental to public health, and from the payment of any duties, taxes or fees of any kind whatsoever for the burial, disinterment for reburial or movement of bodies or the maintenance of graves.

C. The Government of the United States shall have the right of free entrance and exit for all personnel, supplies, transportation (air, rail, animal and/or water) serving or belonging to the United States, and the use of airfields, port facilities, warehousing, living quarters, office space, rail and water transportation and the right to employ labor in Italy, its territories and possessions essential to the accomplishment of its mission, upon payment of just compensation thereof.

D. The Government of the United States shall have the unrestricted right to search for the remains of members of its armed forces and/or its citizens.

E. The Government of the United States shall have the unrestricted right, in cooperation with Italian authorities, to examine and open all records, military or civilian, which may be of assistance in locating the graves or identifying the remains of its deceased military or civilian personnel.

F. The Government of the United States shall have the right to question and examine citizens of Italy and to take affidavits in furtherance of its search for and identification of remains of members of its armed forces and/or its citizens.

Article II

The Government of Italy will render all possible assistance in locating and securing the effects of deceased military and civilian personnel of the United States and upon demand and the furnishing of a proper receipt, will turn over to representatives of the United States all effects so located and secured.

Article III

If in the future the Government of the United States wishes to establish permanent cemeteries or erect memorials in Italy, the Italian Government will exercise its power of Eminent Domain to acquire title to such sites and grant to the United States the right of use therein in perpetuity upon payment by the United States of cost compensation therefor. Any sites acquired, including improvements thereto and buildings constructed thereon, shall be exempt from any and all form of taxation, direct or indirect. The provisions of Article I, Subparagraphs A, B and C will apply in the construction and maintenance of such permanent cemeteries and memorials as may be desired.

Il Ministero degli Affari Esteri, nel comunicare che il Governo Italiano approva il testo sopra riportato, dichiara pertanto di considerare concluso l'Accordo italo-americano per i Cimiteri di guerra americani in Italia e coglie l'occasione per rinnovare all'Ambasciata degli Stati Uniti d'America i sensi della sua alta considerazione.

ZOPPI.

ROMA, li 24 Set. 1946

A S.E. *L'Ambasciatore*
degli Stati Uniti d'America
Roma

Translation

MINISTRY OF FOREIGN AFFAIRS
D. G. A. POL. VIII

NOTE VERBALE

The Ministry of Foreign Affairs has the honor to acknowledge to the Embassy of the United States of America receipt of Note Verbale No. 654 of September 13, 1946, to which is attached the proposed Italo-American bilateral Agreement relating to arrangement of American war cemeteries in Italy, the text of which is the following:

Ante, p. 3750.

[For the English language text of the agreement, see pp. 3752, 3753.]

Approval by Italian
Government.

The Ministry of Foreign Affairs, in announcing that the Italian Government approves the text cited above, states consequently that it considers as concluded the Italo-American Agreement for American war cemeteries in Italy, and avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

ZOPPI.

Rome, September 24, 1946

His Excellency the
Ambassador of the United States of America,
Rome

Agreement between the United States of America and China respecting United States armed forces in China. Effected by exchange of notes signed at Nanking August 29 and September 3, 1947; entered into force September 3, 1947.

August 29,
September 3, 1947
[T. I. A. S. 1715]

The American Ambassador to the Chinese Minister for Foreign Affairs

AMERICAN EMBASSY

Nanking, August 29, 1947

No. 1109

EXCELLENCY:

I have the honor to refer to paragraph 7 of a resolution [1] adopted by the United Nations General Assembly on December 14, 1946 which reads in part as follows:

“It (General Assembly) recommends the members to undertake . . . the withdrawal without delay of armed forces stationed in the territories of members without their consent freely and publicly expressed in treaties or agreements consistent with the charter and not contradicting international agreements.”

My Government, desiring to fulfill the requirements of this resolution, would appreciate receiving from the Chinese Government a formal statement to the effect that all armed forces of the United States of America stationed on Chinese territory are so stationed with the consent of the Chinese Government.

It is contemplated that this note and Your Excellency's reply thereto will constitute an agreement within the meaning of the resolution quoted above and that this agreement will be registered in due course with the United Nations.

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

For the Ambassador:

WILLIAM T. TURNER

First Secretary of Embassy

¹ [United Nations. *Resolutions adopted by the General Assembly during the Second Part of its First Session from 23 October to 15 December 1946*, p. 66. Lake Success, 1947.]

Translation^[1]

逕啟者查聯合國大會曾於一九四六年十二月十四日通過決議案一項，其第七段節開如左：

照會
此係譯件
英文為準

第二一〇九號

「大會」建議各會員國應從事……將其所駐在其他會員國領土內之武裝部隊，而未經各該國在符合憲章及不抵觸國際協定之條約或協定內自由及公開表示其同意者，立予撤退。」

貴國政府應予正式聲明所有美國駐在

貴國領土內之武裝部隊俱經

貴國政府同意，本國政府當深感荷。茲計劃本文及

貴部長閣下復文將在上述決議案意義內構成一項協定並擬將

¹ [This translation was made in the American Embassy and delivered to the Chinese Minister for Foreign Affairs.]

此項協定屆時向聯合國備案。相應照達即希
查照為荷。

本大使順向

貴部長重表敬意

此致

中華民國外交部長王 閔下

司徒雷登

一九四七年八月二十九日

The Chinese Minister for Foreign Affairs to the American Ambassador

照會

逕啟者：接准八月二十九日

貴大使館一等秘書滕諾代表

閣下簽署之照會一件，原文如下：

逕啟者查聯合國大會曾於一九四六年十二月十四日通過決議案一項，其第七段節開如左：

(大會)建議各會員國應從事：將其所駐在其他會員國領土內之武裝部隊，而未經各該國在符合憲章及不抵觸國際協定之條約或協定內自由及公開表示其同意

條
36

18287

者，立予撤退。

等由。本國政府擬欲履行此項決議案之規定，倘荷
貴國政府惠予正式聲明所有美國駐在

貴國領土內之武裝部隊俱經

貴國政府同意。本國政府當深感荷。茲計劃本文及
貴部長閣下復文將在上述決議案意義內構成一項協定
並擬將此項協定屆時向聯合國備案。相應照達。即希
查照為荷。

本部長茲代表本國政府為下列之聲明：現在駐禁中
國領土之美國武裝部隊係由中國政府之同意而駐禁；

雙方了解倘中國政府或美國政府認為此項美國部隊
應撤退時此項部隊即須撤退。相應照達。即希
查照為荷

本部長頓向

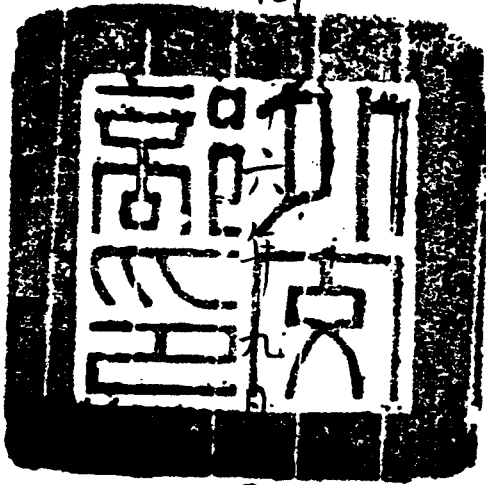
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美利堅合眾國駐華特命全權大使司徒雷登閣下

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Translation^[1]

MINISTRY OF FOREIGN AFFAIRS,
Nanking, September 3, 1947.

No. Tiao-36/18287

EXCELLENCY:

Ante, p. 3755.

I have the honor to acknowledge the receipt of the note dated August 29, #1109, and signed on Your Excellency's behalf, by Mr. Turner, First Secretary of the Embassy, the original text of which reads as follows:

"I have the honor to refer to paragraph 7 of a resolution adopted by the United Nations General Assembly, on December 14, 1946 which reads in part as follows:

"It (the General Assembly) recommends that the members undertake . . . the withdrawal without delay of armed forces stationed in the territories of members without their consent freely and publicly expressed in treaties or agreements consistent with the charter and not contradicting international agreements."

"My Government, desiring to fulfill the requirements of this resolution, would appreciate receiving from the Chinese Government a formal statement to the effect that all armed forces of the United States of America stationed on Chinese territory are so stationed with the consent of the Chinese Government.

"It is contemplated that this note and Your Excellency's reply thereto will constitute an agreement within the meaning of the resolution quoted above and that this agreement will be registered in due course with the United Nations."

In reply I have the honor to make the following statement on behalf of my Government: The armed forces of the United States of America now stationed on Chinese territory are so stationed through the consent of the Chinese Government; it is mutually understood that when either the Chinese Government or the Government of the United States considers that these armed forces of the United States of America should be withdrawn, the armed forces must be withdrawn forthwith.

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

For the Minister:

LIU SHIH-SHUN

His Excellency

Dr. J. LEIGHTON STUART,

Ambassador of the United States of America,

Nanking.

¹ [This translation was made in the Department of State.]

Arrangement between the United States of America and the United Kingdom of Great Britain and Northern Ireland respecting the procurement of military equipment and supplies for aid to Greece. Effected by exchange of notes signed at Washington July 25 and October 9, 1947; entered into force October 9, 1947.

July 25,
October 9, 1947
[T. I. A. S. 1718]

The Secretary of State to the British Chargé d'Affaires ad interim

DEPARTMENT OF STATE

WASHINGTON

July 25, 1947

SIR:

Due to the lapse of time between the approval of the Act to Provide for Assistance to Greece and Turkey, effective May 22, 1947, and the actual arrival of American military equipment and supplies in Greece, the Government of the United States wishes to establish an arrangement with the Government of the United Kingdom which would:

61 Stat., Pt. 1, p. 103.

- (1) provide for the continuation of the furnishing of such supplies and equipment by the United Kingdom as are necessary for the Greek military program until United States supplies arrive in Greece;
- (2) provide for the continued procurement by the Government of the United Kingdom of certain supplies required by the Greek Armed Forces which the Government of the United States is not now in a position to provide from its own resources.

Pending further arrangements, the Government of the United States hereby undertakes to the extent provided in this note to pay the Government of the United Kingdom for supplies and equipment issued, and for services incident to the procurement and delivery of such supplies and equipment provided by the Government of the United Kingdom to the Government of Greece for the Greek Armed Forces after May 22, 1947. Such issues shall be deemed to include all arrivals in Greece of such supplies and equipment after May 22, 1947. Such supplies, equipment, and services shall be deemed to exclude items which the Government of the United Kingdom has agreed to provide free of charge, including

Free items.

(a) certain initial equipment and supplies for the Greek Army provided against demands submitted before May 22, 1947 (estimated to be approximately £2,000,000 in value);

(b) any supplies for the Greek Air Force which were included subject to availabilities in the Order of Battle agreed with the British Air Ministry in 1946 and certain special items added thereto in 1947;

(c) any other items which the Government of the United Kingdom has agreed to provide free of charge in accordance with arrangements previously made by the Government of the United Kingdom with the Greek Government or against payment by the Greek Government from funds made available by the Government of the United Kingdom for that purpose.

Pending the establishment of military and naval supply programs in accordance with the fourth paragraph hereof, it is the understanding of the Government of the United States that the British authorities concerned will issue within reasonable limits necessary supplies and equipment based on their past experience and upon the essential needs of the Greek Government for the maintenance of its military forces. The Government of the United States, however, does not undertake financial responsibility for any issues beyond such reasonable limits. In order to assure that continuing requirements of the Greek Armed Forces are met with respect to certain limited and vital equipment and supplies which the Government of the United States is not now in a position to provide from its own resources, it is specifically requested that the Government of the United Kingdom continue procurement of (1) food requirements of the Greek Armed Forces through August 31, 1947 for 176,000 men, or such other number as may be agreed, on the same scale as now used, and (2) necessary ammunition and maintenance supplies, in quantities agreed between representatives of the two Governments, for equipment of British origin now held by the Greek Armed Forces.

American Mission
for Aid to Greece.

Personnel of the military and naval sections of the American Mission for Aid to Greece will have arrived in Greece shortly after the effective date of the Act. These representatives will cooperate with the British military, naval, and air missions in Greece in the estimation of military supply requirements which might be met from British sources and will ordinarily request the Government of the United Kingdom through appropriate channels to supply such categories of supplies and equipment as the War or Navy Department may deem appropriate. The Government of the United States will be financially responsible for, but only for, all issues made by the Government of the United Kingdom against such requests. Representatives of the Government of the United States will review with representatives of the Government of the United Kingdom questions relating to the establishment of the basis for prices. This note, of course, in no way affects the status of lend-lease articles which are subject to the United States-United Kingdom Military Holdings Agreement of March 27, 1946, any transfers of which will be made without charge to the Government of the United States. In the event that the Government of the United States requests changes in procurement which require the cancellation by the Government of the United Kingdom of any items previously requested by the Government of the United States for which procurement action has been initiated, the Government of the United States will be responsible for any financial loss to the Government of the United Kingdom in connection therewith.

60 Stat. 1525, 1539.

Cancellation of re-
quested items.

The Government of the United States will wish to conclude more detailed understandings with respect to the pricing, methods of accounting, and of payment for the equipment and supplies provided by the Government of the United Kingdom to the Greek Government in accordance with the paragraphs above. Pending such detailed arrangements, it is requested that the Government of the United Kingdom keep detailed accounts and records to facilitate the settlement of accounts between the Government of the United States and the Government of the United Kingdom.

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

G. C. MARSHALL

The Honorable

J. BALFOUR, K.C.M.G.,

Minister Plenipotentiary,

British Charge d'Affaires ad interim.

The British Ambassador to the Secretary of State

BRITISH EMBASSY,

WASHINGTON, D.C.

9th October, 1947.

No. 548
(80/212/47)

SIR:

With reference to your note of the 25th July, addressed to Mr. Balfour, concerning the provision of supplies to Greece, I have the honour to inform you that the arrangements therein set out are acceptable to His Majesty's Government in the United Kingdom, subject to the following considerations which are presented by His Majesty's Government for the sake of clarification only.

With regard to sub-paragraph (a) of the second paragraph of your note, His Majesty's Government confirm that they have undertaken to provide to the Greek Government after the 31st March, 1947, free military equipment and supplies to the approximate value of £2 million. A considerable proportion of the equipment and supplies forming part of this gift was delivered to the Greek Government before the 22nd May, 1947, but it is confirmed that, insofar as deliveries of initial equipment and supplies forming the balance of the gift are made after the 22nd May, 1947, against demands submitted before that date, they will be provided free by His Majesty's Government.

Ante, p. 3763.

His Majesty's Government confirm further that they have undertaken to provide the equipment and supplies covered in the second paragraph of your note and that the aforementioned equipment and supplies constitute the total amount of assistance which His Majesty's Government have agreed to supply free of charge.

His Majesty's Government assume that the third paragraph of your note will apply to all issues made within reasonable limits against any demands submitted by the Greek authorities before the arrival of the United States Mission, excluding those covered by sub-paragraphs (a), (b) and (c) of the second paragraph of your note, and, therefore, that

the United States Government accept liability to pay for items issued within such limits from British sources to the Greek armed forces outside the agreed programmes in respect of Greek demands submitted after the 22nd May but before the arrival of the United States Mission and before the agreed programmes were drawn up.

With reference to the fourth paragraph of your note, His Majesty's Government confirm that your note in no way affects the status of Lend-Lease articles which are subject to the United States-United Kingdom Military Holdings Agreement of the 27th March, 1946, which sets out the procedure to be followed when either the re-transfer or the re-capture of such articles is to be carried out.

It is assumed that any supplies sent by His Majesty's Government to the Greek Government for the use of the Greek civil police will be dealt with in the same way as supplies to the Greek Army and Gendarmerie.

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

INVERCHAPEL

The Honourable

GEORGE C. MARSHALL,

Secretary of State of the United States,

Washington, D.C.

Agreement between the United States of America and France respecting American dead in World War II. Signed at Paris October 1, 1947; entered into force October 1, 1947.

October 1, 1947
[T. I. A. S. 1720]

AGREEMENT
CONCERNING THE INTERMENT IN FRANCE
AND IN TERRITORIES OF THE
FRENCH UNION OR THE REMOVAL TO THE
UNITED STATES OF THE BODIES OF
AMERICAN SOLDIERS KILLED
IN THE WAR OF 1939-1945

The Government of the United States of America and the Government of the French Republic, having resolved to facilitate the burial in French territory or the removal to their own country of the bodies of American soldiers killed in the war of 1939-1945, the undersigned, duly authorized for this purpose, have agreed on the following provisions:

SECTION I

Creation of permanent cemeteries and commemorative monuments called "Fields of Honor".

Article 1. — The French Government grants to the Government of the United States of America, gratis, and for unlimited duration, the free disposition of the terrains situated in France and in territories of the French Union, chosen and utilized either as permanent cemeteries for the burial of American victims of the war of 1939–1945, or for the construction of monuments commemorative of the exploits of the Armed Forces of the United States in the course of this same war. However, by the terms of the decree of October 14, 1946,^[1] these terrains shall remain the property of the French State.

Article 2. — The location of the cemeteries and monuments shall be subject to the prior approval of the French Government.

Article 3. — The free disposition specified in Article 1 allows to the Government of the United States the right to proceed with all arrangements deemed necessary for the permanent cemeteries, as well as with the construction of the monuments, and of all necessary buildings and approach roads. However, the Government of the United States shall see that the appropriated installations maintain good sanitary conditions. These arrangements and constructions shall be free of all taxation.

Article 4. The Government of the United States takes responsibility for the supervision and maintenance of the cemeteries and monuments as well as for the payment of salaries and other expenses resulting therefrom.

Article 5. — The provisions of the present Agreement relative to the supervision, maintenance, and administration of the permanent cemeteries and monuments are applicable to those of the war of 1914–1918 as well as to those of the war of 1939–1945.

SECTION II

Procedure relative to the interment and exhumation of the remains, their reinterment in France or removal to the United States.

Article 6. — The Government of the United States may establish and maintain, in France and in the territories of the French Union, provisional cemeteries and may possess the equipment necessary for the assembling, the identification, and the provisional burial of the remains. It may likewise proceed with the exhumation of the remains

Cemeteries of World War I.

Provisional cemeteries.

¹[*Journal Officiel de la République Française*, no. 241, Oct. 14 and 15, 1946, p. 8687.]

and with their removal to permanent cemeteries for the purpose of burial or to ports for the purpose of repatriation to the United States. These provisions may also be applicable in the case of remains brought from other countries. They will be exempt from all taxation as well as from all customs formalities or dues.

Article 7. — The Government of the United States shall not be subject to the existing laws and regulations regarding permits for burial, exhumation and removal of the remains, but it agrees to execute these operations in such a manner that they will not constitute a danger to the public health and to make all necessary sanitary arrangements toward this end.

Permits for burial, etc.

Article 8. — The French Government shall grant all facilities for transportation, lodging of personnel, installation of offices and warehouses, as well as for labor to be employed in the execution of the proposed works, provided that the previous agreement of the competent French authorities be obtained and that all expenses incurred be settled in conformity with the rates in force.

Transportation, labor, etc.

SECTION III

General Provisions

Article 9. The Government of the United States may import into France or territories of the French Union, from any country, the material and supplies which are necessary for the execution of all operations mentioned in the present agreement.

U. S. importation of supplies.

These materials and supplies will be admitted temporarily free of duty under the following conditions:

a) "Materials and vehicles for transport by air, road or water imported will be placed, upon their entry into France, under Customs certificates without deposits, of two years' duration and renewable. These certificates will be returned to the Customs Service and turned in at the time of re-exportation of the material and vehicles.

Customs certificates, etc.

b) "All consumable materials destined for the construction, the decoration or the maintenance of tombs, cemeteries or monuments will be subjected, at the time of their importation, to a Customs receipt without deposit, which will be returned to the issuing officer after having received endorsement either from the responsible director of the American Depot for storing and sorting such material (the name of this person shall previously have been communicated to the French customs administration) or from the municipal authority of the locality of destination or by the responsible director of the cemetery concerned indicating that the material or other consumable products in question have been put to the use for which intended.

The products included in this second category, which would no longer be used in France, shall be re-exported or become subject to tax.

Article 10. — The French Government is prepared, within the framework of existing regulations, to grant complete freedom of

Freedom of entry or departure.

movement to American personnel designated by the Government of the United States for entrance into or departure from the territories of France and the French Union.

Certificate of employment.

Motor vehicles belonging to American personnel shall have the privilege, upon their entry into France, of being admitted temporarily free of duty, under customs receipts without deposit issued by the French customs administration upon presentation of a certificate of employment signed by a duly authorized official of the American Graves Registration Command, whose name shall previously have been communicated to the French customs administration.

Recruitment of French laborers.

The Government of the United States may recruit and employ locally French laborers, provided they are paid in conformance with the tariffs and regulations in force.

Foreign laborers.

Foreign laborers coming from the American Zone of Occupation in Germany shall be employed only in the territory of metropolitan France. They must have military status; they must wear a uniform and shall be subject to American military discipline as well as to American legislation, according to conditions specified by the agreements regulating the sojourn of the American Armed Forces in France. The Government of the United States will assume entire responsibility for these foreign workers and will take in this respect such measures as the French Government will deem indispensable, before their entry into French territory as well as during the course of the period in which they are stationed on said territory.

The Government of the United States agrees to assure the payment of salaries, indemnities and costs of social security for the labor it will employ.

SECTION IV

Final Provisions

Effective date; termination.

Article 11. - The present agreement, which replaces that of August 29, 1927, [1] shall become effective upon signature. It shall remain in force until the two Contracting Parties terminate it by common consent, but it can be terminated at any time, upon the desire of one of the parties, provided that notice be given to the other party a year in advance. Such termination shall not apply to the use of the terrains utilized for permanent cemeteries and memorials, including buildings constructed on said terrains.

Done at Paris, in duplicate, in the English and French languages, this first of October 1947.

For the Government of
the French Republic

P.-H. TEITGEN

For the Government of the
United States of America

JEFFERSON CAFFERY

¹ [Treaty Series 757.]

ACCORD
CONCERNANT L'INHUMATION EN FRANCE
ET DANS LES TERRITOIRES DE
L'UNION FRANCAISE OU LE TRANSFERT AUX
ETATS-UNIS DES CORPS DES RESSORTISSANTS
AMERICAINS VICTIMES DE LA
GUERRE DE 1939-1945

Le Gouvernement de la République Française et le Gouvernement des Etats-Unis d'Amérique, ayant résolu de faciliter l'inhumation en territoire français ou le transfert dans leur pays des corps des ressortissants américains victimes de la guerre de 1939-1945, les soussignés, dûment autorisés à cet effet, sont convenus des dispositions suivantes:

TITRE 1er.

Création de cimetières permanents ou de monuments commémoratifs dits "Champs d'Honneur".

Article 1er. — Le Gouvernement Français accorde au Gouvernement des Etats-Unis d'Amérique, gratuitement et sans limitation de durée, la libre disposition des terrains situés en France et dans les territoires de l'Union Française, choisis et utilisés, soit comme cimetières permanents pour la sépulture des ressortissants américains victimes de la guerre de 1939-1945, soit pour la construction de monuments commémoratifs des hauts faits des Forces Armées des Etats-Unis au cours de cette même guerre. Toutefois, conformément aux dispositions de la Loi du 14 octobre 1946, ces terrains demeureront la propriété de l'Etat Français.

Article 2. — L'emplacement des cimetières et monuments commémoratifs devra être soumis à l'agrément préalable du Gouvernement français.

Article 3. — La libre disposition visée à l'article 1er comporte, pour le Gouvernement des Etats-Unis, la faculté de procéder à tous aménagements jugés nécessaires des cimetières permanents ainsi qu'à la construction des monuments commémoratifs et de tous bâtiments et voies d'accès utiles. Toutefois, le Gouvernement des Etats-Unis veillera à ce que des installations appropriées maintiennent de bonnes conditions sanitaires.

Ces aménagements ou constructions seront exonérées de tous impôts ou taxes.

Article 4. — Le Gouvernement des Etats-Unis prend à sa charge le gardiennage et l'entretien des cimetières et monuments ainsi que le paiement des salaires et autres dépenses en résultant.

Article 5. — Les dispositions du présent accord relatives à l'aménagement, à l'entretien et à l'administration des cimetières permanents et des monuments commémoratifs sont applicables à ceux de la guerre de 1914-1918 comme à ceux de la guerre de 1939-1945.

TITRE II.

Opérations relatives à l'inhumation
et à l'exhumation des dépouilles, à leur
réinhumation en France ou à leur transfert
aux Etats-Unis.

Article 6. — Le Gouvernement des Etats-Unis pourra créer et entretenir, en France et dans les territoires de l'Union Française, des cimetières provisoires et posséder l'équipement nécessaire au rassemblement, à l'identification et à l'inhumation provisoire des dépouilles et à leur transfert dans des cimetières permanents aux fins d'inhumation ou dans des ports aux fins de rapatriement aux Etats-Unis. Ces opérations pourront s'appliquer à des dépouilles en provenance d'autres pays. Elles seront exonérées de tous impôts ou taxes ainsi que de toutes formalités ou perceptions douanières.

Article 7. — Le Gouvernement des Etats-Unis ne sera pas soumis aux lois et règlements applicables en matière de permis d'inhumation, d'exhumation et de transfert des dépouilles, mais il s'engage à exécuter ces opérations de telle manière qu'elles ne puissent constituer un danger pour la santé publique et à prendre toutes dispositions d'ordre sanitaire nécessaires à cette fin.

Article 8. — Le Gouvernement français accordera toutes facilités de transport, de logement du personnel, d'installations de bureaux, d'entrepôts du matériel et de main d'oeuvre pour l'exécution des travaux envisagés, sous réserve que l'accord préalable des autorités françaises compétentes soit obtenu et que tous les frais encourus soient réglés conformément aux tarifs en vigueur.

TITRE III.—

Dispositions Générales.

Article 9. — Le Gouvernement des Etats-Unis pourra importer en France ou dans les territoires de l'Union Française, en provenance d'un pays quelconque, le matériel et les fournitures qui sont nécessaires pour l'exécution de toutes opérations mentionnées dans le présent accord.

Ces matériels et fournitures seront admis en franchise temporaire aux conditions ci-après:

a) — Le matériel et les moyens de transports aériens, routiers ou fluviaux importés seront placés, à leur entrée en France, sous le lien d'acquits de douane dispensés de caution, valables deux ans et renouvelables. Ces acquits seront remis au Service des Douanes et déchargés lors de la réexportation des matériels et véhicules.

b)- Toutes les matières consommables destinées à la construction, à la décoration ou à l'entretien des tombes, monuments ou cimetières feront l'objet, lors de leur importation, d'un acquit de douane dispensé de caution qui sera renvoyé au bureau d'émission après avoir été revêtu, soit par le Directeur responsable du Centre américain de stockage et de répartition du matériel (le nom de cette personnalité devra avoir été préalablement communiqué à l'Administration des Douanes Françaises), soit par l'autorité municipale de la localité de destination ou par l'autorité responsable du cimetière, d'une mention indiquant que les objets et produits en question ont bien reçu leur affectation.

Les produits rentrant dans cette deuxième catégorie, qui ne seraient plus utilisés en France, devront être réexportés ou soumis aux droits.

Article 10. - Le Gouvernement français est disposé, dans le cadre de la réglementation en vigueur, à accorder toutes facilités de circulation au personnel américain désigné par le Gouvernement des Etats-Unis pour l'entrée en France et dans les territoires de l'Union Française et la sortie desdits territoires.

Les voitures automobiles appartenant en propre au personnel américain bénéficieront, à leur entrée en France, du régime de l'importation temporaire, sous la garantie d'un acquit-à-caution délivré par l'Administration des Douanes Françaises sur simple production d'un certificat d'emploi, établi par une autorité compétente du Service des Sépultures américaines, dont le nom devra avoir été préalablement communiqué à l'Administration des Douanes Françaises.

Le Gouvernement des Etats-Unis pourra recruter et employer sur place de la main d'oeuvre française sous réserve de la rétribuer conformément aux tarifs et règlements en vigueur.

La main d'oeuvre étrangère en provenance de la zone américaine d'occupation en Allemagne ne pourra être employée que sur le territoire de la France Métropolitaine. Elle devra avoir le statut militaire, être assujettie au port de l'uniforme et être soumise à la discipline militaire américaine, ainsi qu'à la législation américaine dans les conditions prévues par les accords réglant le séjour des Forces Armées américaines en France. Le Gouvernement des Etats-Unis assumera l'entière responsabilité de ces travailleurs étrangers et prendra à leur égard toutes les mesures que le Gouvernement français jugera indispensables tant avant leur entrée en territoire français qu'au cours de la période où ils seront stationnés sur ledit territoire.

Le Gouvernement des Etats-Unis s'engage à assurer le paiement des salaires, indemnités et charges de sécurité sociale concernant la main d'oeuvre qu'il emploiera.

TITRE IV.—

Dispositions finales.

Article 11. — Le présent accord, qui remplace celui du 29 août 1927, entrera en vigueur dès sa signature. Il restera en vigueur, jusqu'à ce que les deux Hautes Parties Contractantes y mettent fin d'un commun accord, mais il pourra être dénoncé en tout temps sur le désir de l'une d'elles, moyennant avis donné à l'autre un an à l'avance. Cette dénonciation ne portera pas sur l'usage des terrains utilisés pour les cimetières permanents et monuments commémoratifs, y compris les bâtiments construits sur lesdits terrains.

Fait en double exemplaire, l'un en français l'autre en anglais./.

à Paris, le 1er octobre 1947

Pour le Gouvernement des États-Unis
d'Amérique.

Pour le Gouvernement
de la République Française.

Copie certifiée conforme à l'original
conservé aux Archives du Ministère
des Affaires Étrangères.

Paris, le 14 Février 1948.

LE MINISTRE PLÉNIPOTENTIAIRE
CHIEF DU SERVICE DES ARCHIVES

Amédée Outrey



AMÉDÉE OUTREY^[1]

¹ [Translation: Copy certified in conformity with the original kept in the Archives of the Ministry of Foreign Affairs.]

PARIS, February 14, 1948.

Minister Plenipotentiary
Chief of Archives Service
Amédée Outrey
AMÉDÉE OUTREY]

August 19, September 4, 5, 16, 1947
 [T. I. A. S. 1721]

Agreement between the United States of America and France respecting passport visa fees, replacing the agreement of December 10, 1946. Effected by exchanges of notes dated at Washington August 19 and September 4, 5, and 16, 1947; entered into force September 16, 1947.

The French Embassy to the Department of State

JS/DH

AMBASSADE DE FRANCE
 AUX ETATS-UNIS

No. 340 SCA 4-1

WASHINGTON, *le*

L'Ambassade de France présente ses compliments au Département d'Etat et a l'honneur de lui exposer ce qui suit:

Le Gouvernement Français ayant révisé son tarif général des actes de chancellerie souhaite conclure avec le Gouvernement des Etats-Unis un nouvel accord de réciprocité, remplaçant l'accord du 10 Décembre 1946 et dont les stipulations seraient en harmonie avec les nouvelles dispositions édictées en France.

Le nouveau tarif prévoit trois catégories de visas:

- d'un jour à trois mois
- d'un an, valable pour plusieurs séjours n'excédant pas trois mois chacun
- de plus de trois mois, permettant en fait un séjour permanent, les étrangers séjournant plus de trois mois en France devant se faire délivrer une carte d'identité valable trois ans et renouvelable.

Dans ces conditions le Gouvernement Français propose un accord sur les bases suivantes:

Visa de court séjour valable d'un jour à trois mois

325 francs (\$2.75)

Visa valable un an, pour plusieurs voyages, chaque séjour n'excédant pas trois mois

500 francs (\$4.20)

Visa d'établissement de plus de trois mois

1200 francs (\$10.08)

L'Ambassade serait reconnaissante au Département d'Etat de bien vouloir lui faire savoir s'il est d'accord avec ces propositions. Si celles-ci sont acceptées, elles pourront faire l'objet d'un échange de notes à une date très prochaine de manière à ce que le nouvel accord puisse entrer en vigueur à la date du 1er Octobre 1947./.

L'Ambassade saisit l'occasion de la présente pour renouveler au Département d'Etat les assurances de sa très haute considération.

J. S.

Washington, le 19 aout 1947.

DÉPARTEMENT D'ETAT
 Washington, D.C.

Translation

JS/DH

EMBASSY OF FRANCE
IN THE UNITED STATES

No. 340 SCA 4-1

WASHINGTON

The Embassy of France presents its compliments to the Department of State and has the honor to inform it of the following:

The French Government, having revised its schedule of rates for chancelry services, is desirous of concluding with the Government of the United States a new reciprocal agreement replacing the Agreement of December 10, 1946, the stipulations of the new agreement to be in harmony with the new provisions decreed in France.

61 Stat., Pt. 3, p. 2795.

The new schedule of rates provides for three categories of visas:

For from one day to three months

For one year, valid for any number of stays, each stay not to exceed three months

For more than three months, allowing, in fact, a permanent stay, it being required that foreigners staying in France more than three months present an identification card which is valid for three years and which is renewable.

Subject to those conditions, the French Government proposes an agreement on the following bases:

Visa for a short stay valid for from one day to three months
325 francs (\$2.75)

Visa valid for one year, for several trips, each stay not to exceed three months
500 francs (\$4.20)

Visa for establishing residence for more than three months
1,200 francs (\$10.08)

The Embassy would be very grateful if the Department of State would be good enough to inform the Embassy whether it is in agreement with these proposals. If the latter are accepted, they may constitute the subject of an exchange of notes at a date in the very near future, with the result that the new agreement may come into effect on October 1, 1947.

The Embassy avails itself of the occasion of the present note to renew to the Department of State the assurances of its very high consideration.

J. S.

Washington, August 19, 1947.

DEPARTMENT OF STATE,
Washington, D.C.

The Acting Secretary of State to the French Ambassador

The Acting Secretary of State presents his compliments to His Excellency the Ambassador of France and has the honor to refer to the Embassy's note no. 340 SCA 4-1 dated August 19, 1947 suggesting a revision of the agreement dated December 10, 1946 relating to visa fees for nonimmigrants.

61 Stat., Pt. 3, p. 2795.

Fees for visa of American passport.

The note referred to suggests that on and after October 1, 1947 the following visa fees be prescribed for the visa of a valid American passport covering the persons included therein proceeding to France or any of its possessions:

A visa valid for one entry during a period of one year permitting a stay of from one day to three months, 325 francs (equivalent to \$2.75);

A visa valid for any number of entries during a period of one year permitting a stay, on each entry, not to exceed three months, 500 francs (equivalent to \$4.20);

A visa valid for any number of entries during a period of one year permitting a stay, on each entry, of over three months, 1200 francs (equivalent to \$10.08).

The proposal referred to is agreeable to the United States Government.

Fees for French nationals.

It is contemplated that on and after October 1, 1947 the following visa fees will be prescribed for collection in the case of French nationals holding valid passports proceeding to the United States or any of its possessions:

A transit visa valid for one entry during a period of one year from the date of issuance, \$2.75;

A nonimmigrant passport visa valid for one or more entries during the period of one year permitting a stay in the United States upon each entry for such period as may be indicated by the immigration authorities, \$4.25;

An immigration visa, \$10.00.

It will be appreciated if the Department may be informed whether the proposal referred to is agreeable to the French Government in order that appropriate notification may be sent to American missions and consular offices regarding the fees to be collected on and after October 1, 1947 in the cases of French nationals proceeding to the United States and its possessions.

GJH

DEPARTMENT OF STATE,
Washington, September 4, 1947.

The French Embassy to the Department of State

MC/DH

AMBASSADE DE FRANCE
AUX ETATS-UNIS

No. 366 SCA 4-1

WASHINGTON, *le*

L'Ambassade de France présente ses compliments au Département d'Etat et a l'honneur, comme suite à sa note No. 340 du 19 Août dernier, de faire savoir au Département d'Etat qu'à la demande de l'Ambassade des Etats-Unis à Paris le Gouvernement français est prêt à prévoir une catégorie supplémentaire de visa, valable deux ans pour plusieurs voyages, chacun n'excédant pas trois mois. Ce visa comporterait un droit double et serait par conséquent de 1000 francs (\$8.40). Dans ces conditions l'accord que le Gouvernement français proposait par la note précitée serait sur les bases suivantes:

Visa de court séjour valable d'un jour à trois mois	325 francs (\$2.75)
Visa valable un an, pour plusieurs voyages, chaque séjour n'excédant pas trois mois	500 francs (\$4.20)
Visa pour deux ans pour plusieurs voyages, chaque séjour n'excédant pas trois mois	1000 francs (\$8.40)
Visa d'établissement de plus de trois mois	1200 francs (\$10.08)

L'Ambassade serait reconnaissante au Département d'Etat de bien vouloir lui faire savoir s'il est d'accord avec ces propositions./.

MC

L'Ambassade saisit l'occasion de la présente note pour renouveler au Département d'Etat les assurances de sa très haute considération.

*Washington, le 5 septembre 1947.*DÉPARTEMENT D'ÉTAT
*Washington, D.C.**Translation*

MC/DH

EMBASSY OF FRANCE
IN THE UNITED STATES

No. 366 SCA 4-1

WASHINGTON

The Embassy of France presents its compliments to the Department of State and, in reference to its note No. 340 of August 19 last, has the honor to inform the Department of State that at the request of the Embassy of the United States at Paris the French Government is prepared to provide a supplementary category for a visa valid for two years for any number of entries, each stay not to exceed three months. Such visa would call for a double fee and, consequently,

Annex, p. 3776.

would cost 1,000 francs (\$8.40). Under such conditions, the agreement which the French Government proposed by the above-mentioned note would be on the following bases:

Visa for a short stay valid for from one day to three months	325 francs (\$2.75)
Visa valid for one year, for any number of entries, each stay not to exceed three months	500 francs (\$4.20)
Visa for two years for any number of entries, each stay not to exceed three months	1,000 francs (\$8.40)
Visa for a stay of more than three months	1,200 francs (\$10.08)

The Embassy would be grateful if the Department of State would be good enough to inform the Embassy whether it is in agreement with these proposals.

MC

The Embassy avails itself of the occasion of the present note to renew to the Department of State the assurances of its very high consideration.

Washington, September 5, 1947.

DEPARTMENT OF STATE,
Washington, D.C.

The Secretary of State to the French Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of France and has the honor to refer to the Department's note of September 4, 1947, and to the Embassy's note no. 366 SCA 4-1 dated September 5, 1947, relating to visa fees for nonimmigrants.

The Government of the United States of America accepts the proposal referred to in the Embassy's note of September 5, 1947 upon a reciprocal basis and, accordingly, American consular officers have been informed that effective October 1, 1947 the following visa fees have been prescribed for the visa of a valid American or French passport:

For holders of American passports entering France or any of its possessions -

1. Visa valid for one entry during a period of one year permitting a stay of from one day to three months, 325 francs;
2. Visa valid for any number of entries during a period of one year permitting a stay, on each entry, not to exceed three months, 500 francs;
3. Visa valid for any number of entries during a period of two years permitting a stay, on each entry, not to exceed three months, 1,000 francs;
4. Visa valid for any number of entries during a period of two years permitting a stay, on each entry, of over three months, 1,200 francs;

Ante, p. 3778.

Ante, p. 3779.

U. S. acceptance of proposal.

Visa fees; effective date.

Holders of American passports.

For holders of French passports entering the United States or any of its possessions — Holders of French
passports.

1. Transit visa valid for one application for entry during a period of one year from the date of issuance, \$2.75;
2. Nonimmigrant passport visa valid for one or more applications for entry during a period of one year; the stay in the United States upon each entry will be for such period as may be fixed by the immigration authorities, \$4.25;
3. Nonimmigrant passport visa valid for one or more applications for entry during a period of two years; the stay in the United States upon each entry will be for such period as may be fixed by the immigration authorities, \$8.50.

The immigration visa fee remains unchanged.

GJH

DEPARTMENT OF STATE,
Washington, September 16, 1947.

The French Embassy to the Department of State

AMBASSADE DE FRANCE
AUX ETATS-UNIS

MC/DH

No. 387 SCA 4-1

WASHINGTON, le

L'Ambassade de France présente ses compliments au Département d'Etat et a l'honneur de se référer à la note du Département d'Etat du 16 Septembre 1947 concernant un nouvel accord de réciprocité pour le tarif des visas de passeport remplaçant celui du 10 Décembre 1946.

L'Ambassade de France a l'honneur de faire savoir au Département d'Etat que le Gouvernement français accepte les propositions contenues dans la note précitée et que le tarif suivant sera appliqué, aussitôt que les autorités consulaires françaises auront pu recevoir les instructions nécessaires, pour les visas de passeport valables de citoyens américains entrant en France ou dans les possessions française —

1. Visa valable pour une entrée pendant une période d'un an permettant un séjour d'un jour à trois mois 325 francs
2. Visa valable pour un nombre non limité d'entrées pendant une période d'un an permettant un séjour, à chaque entrée, n'excédant pas trois mois 500 francs
3. Visa valable pour un nombre non limité d'entrées pendant une période de deux ans permettant un séjour, à chaque entrée, n'excédant pas trois mois 1000 francs
4. Visa valable pour plusieurs entrées pendant une période de deux ans permettant un séjour, à chaque entrée, de plus de trois mois 1,200 francs

Les porteurs de passeports français entrant aux Etats-Unis ou dans les possessions américaines, acquitteront les droits suivants:

1. Visa de transit valable pour une entrée pendant une période d'un an à partir de la date de délivrance \$2.75
2. Visa de passeport pour non-immigrant valable une ou plusieurs fois pour l'entrée pendant une période d'un an; le séjour aux Etats-Unis à chaque entrée sera pour telle période que fixerait les autorités d'immigration, \$4.25
3. Visa de passeport pour non-immigrant valable une ou plusieurs fois pour l'entrée pendant une période de deux ans; le séjour aux Etats-Unis à chaque entrée sera pour telle période que fixerait les autorités d'immigration, \$8.50

Le visa d'immigrant reste inchangé./.

L'Ambassade de France saisit l'occasion de la présente note pour renouveler au Département d'Etat les assurances de sa très haute considération.

Washington, le 16 Septembre 1947.

FL

DÉPARTEMENT D'ÉTAT
Washington, D.C.

Translation

EMBASSY OF FRANCE
IN THE UNITED STATES

MC/DH

No. 387 SCA 4-1

WASHINGTON

The Embassy of France presents its compliments to the Department of State and has the honor to refer to the note of the Department of State dated September 16, 1947 concerning a new reciprocal agreement relating to passport visa fees, replacing that of December 10, 1946.

Ante, p. 3780.

61 Stat., Pt. 3, p. 2795.

The Embassy of France has the honor to inform the Department of State that the French Government accepts the proposals contained in the above-mentioned note and that the following fees will be prescribed as soon as the French consular authorities can receive the necessary instructions for valid passport visas of American citizens entering France or the French possessions.

1. Visa valid for one entry during a period of one year permitting a stay of from one day to three months 325 francs
2. Visa valid for any number of entries during a period of one year permitting a stay, on each entry, not to exceed three months 500 francs
3. Visa valid for any number of entries during a period of two years permitting a stay, on each entry, not to exceed three months 1,000 francs
4. Visa valid for any number of entries during a period of two years permitting a stay, on each entry, of over three months 1,200 francs

For holders of French passports entering the United States or any of its possessions:

1. Transit visa valid for one application for entry during a period of one year from the date of issuance \$2.75
2. Nonimmigrant passport visa valid for one or more applications for entry during a period of one year; the stay in the United States upon each entry will be for such period as may be fixed by the immigration authorities \$4.75
3. Nonimmigrant passport visa valid for one or more applications for entry during a period of two years; the stay in the United States upon such entry will be for such period as may be fixed by the immigration authorities \$8.50

The immigration visa fee remains unchanged.

The Embassy of France avails itself of the occasion of the present note to renew to the Department of State the assurances of its very high consideration.

Washington, September 16, 1947.

FL

DEPARTMENT OF STATE,
Washington, D.C.

August 5, 1944
[T. I. A. S. 1722]

Agreement between the United States of America and other governments respecting principles having reference to the continuance of co-ordinated control of shipping. Signed at London August 5, 1944; entered into force May 24, 1945.

AGREEMENT ON PRINCIPLES HAVING REFERENCE TO THE CONTINUANCE OF CO-ORDINATED CONTROL OF MERCHANT SHIPPING.

THE undersigned representatives, duly authorised by their respective Governments or Authorities, hereinafter referred to as contracting Governments, have agreed as follows:—

Common responsibility.

1. The contracting Governments declare that they accept as a common responsibility the provision of shipping for all military and other tasks necessary for, and arising out of, the completion of the war in Europe and the Far East and for the supplying of all the liberated areas as well as of the United Nations generally and territories under their authority.

Maintenance of powers of control.

2. The contracting Governments undertake to continue to maintain such powers of control over all ships which are registered in their territories or are otherwise under their authority as will enable them effectively to direct each ship's employment in accordance with the foregoing declaration. Subject to the provisions of paragraphs 3 and 9, this control shall continue to be exercised by each contracting Government through the mechanism of requisitioning for use or title.

3. The contracting Governments agree not to release from control any ships under their authority or permit them to be employed in any non-essential services or for any non-essential cargo unless the total overall tonnage is in excess of the total overall requirements, and then only in accordance with a mutually acceptable formula which shall not discriminate against the commercial shipping interests of any nation and shall extend to all contracting Governments an equitable opportunity for their respective tonnages to engage in commercial trades.

4. Neutral Governments having ships under their control in excess of the tonnage required to carry on their essential import requirements shall be invited to subscribe to obligations in respect of all their ships which shall ensure that their employment is in conformity with the general purposes of the United Nations.

5. The contracting Governments undertake to exercise control over the facilities for shipping available in their territories, by suitable measures on the lines of the United States and British Ship Warrant Schemes, and to take such other measures as may be necessary to secure that ships under all flags are used in conformity with the purposes of

the United Nations. Other Governments acceding hereto shall give a similar undertaking.

6. Without prejudice to questions of disposition or title, the employment of such ships as may at any time be permitted to operate under enemy flag or authority shall be determined to serve the requirements of the United Nations.

- 7.—(a) In order that the allocation of all ships under United Nations control may continue to be effectively determined to meet the requirements of the United Nations, a central authority shall be established, to come into operation upon the general suspension of hostilities with Germany. The central authority shall be organised in accordance with the plan agreed in the Annex.
- (b) The central authority shall determine the employment of ships for the purpose of giving effect to the responsibilities assumed by each contracting Government in paragraph 1 to provide the tonnage required from time to time to meet current requirements for ships for the military and other purposes of the United Nations, and ships shall be allocated for those purposes by those Governments in accordance with the decisions of the central authority. So far as is consistent with the efficient overall use of shipping as determined by the central authority for those purposes, and with the provisions of paragraph 7 (c), each contracting Government may allocate ships under its own authority, wholly or partly to cover the essential import requirements of territories for which it has special shipping responsibilities.
- (c) In general, ships under the flag of one of the contracting Governments shall be under the control of the Government of that flag, or the Government to which they have been chartered.

Central authority.

Ships under flag of contracting Government.

Ships assigned to military requirements.

In order to meet the special case of military requirements those ships which have been taken up, under agreements made by the United States Government and/or United Kingdom Government with the other Governments having authority for those ships, for use as troopships, hospital ships, and for other purposes in the service of the armed forces, shall remain on charter as at present to the War Shipping Administration and/or the Ministry of War Transport as the case may be, under arrangements to be agreed between the Governments severally concerned. (Any further ships required for such purposes shall be dealt with in a like manner.)

The fact that these ships are assigned to military requirements shall not prejudice the right of the Governments concerned to discuss with the central authority the measures to be taken to provide shipping for their essential requirements within the scope of paragraph 1.

Information.

- (d) The contracting Governments shall supply to one another, through the central authority, all information necessary to the effective working of the arrangements, *e.g.*, regarding programmes, employment of tonnage, and projected programmes, subject to the requirement of military secrecy.
- (e) The central authority shall also initiate the action to be taken to give effect to paragraph 5 and shall direct action under paragraph 6.
- (f) The terms of remuneration to be paid by the users (Government or private) of ships shall be determined by the central authority on a fair and reasonable basis in such manner as to give effect to the following two basic principles:—
- (i) Ships of all flags performing the same or similar services should charge the same freights.
 - (ii) Ships must be employed as required without regard to financial considerations.

Terms of remuneration.

Applicability of principles.

8. The principles herein agreed shall apply to all types of merchant ships, irrespective of size, including passenger ships, tankers and whale factories when not used for whaling (but paragraph 7 (b) will not be applicable to ships engaged in coastal trades and short trades between nearby countries, the arrangements for control of which shall be appropriate to meet the requirements prevailing in each particular area).

The principles shall also be applied to the extent necessary, through suitable machinery, to fishing vessels, whale catchers, and other similar craft in those areas where special measures in respect of such craft are agreed to be necessary. A special authority shall be set up capable of apportioning between naval and commercial services such craft as are available in those areas.

Entry into force.

9. The foregoing principles shall take effect on the coming into operation of the central authority, and shall remain in effect for a period not extending beyond six months after the general suspension of hostilities in Europe or the Far East, whichever may be the later, unless it is unanimously agreed among the Governments represented on the duly authorised body of the central authority that any or all of the agreed principles may be terminated or modified earlier.¹

Done in London on the 5th day of August, 1944.

For the Government of Belgium:

A. BALTHAZAR

For the Government of Canada:

VINCENT MASSEY

A. L. MACCALLUM

¹ [Entered into force May 24, 1945; terminated Mar. 2, 1946.]

For the Royal Hellenic Government:

G VASSILIADIS

For the Government of the Netherlands:

J M DE BOOY

For the Government of Norway:

ARNE SUNDE.

For the Government of the Republic of Poland:

J. KWAPINSKI.

For the Government of the United Kingdom of Great Britain
and Northern Ireland:

LEATHERS

For the Government of the United States of America:

PHILIP D. REED

HUNTINGTON T. MORSE

WALTER A. RADIUS

JOHN M. ALLISON

For the French Committee of National Liberation:

ANNEX.

Organisation of the Central Authority.

1. The central authority shall consist of—

(a) A Council (United Maritime Council).

(b) An Executive Board (United Maritime Executive Board).

(a) *The United Maritime Council.*

2. Each contracting Government shall be represented on the Council. Membership of the Council shall also be open to all other Governments, whether of the United Nations or of neutral countries, which desire to accede and are prepared to accept the obligations of contracting Governments.^[1]

3. The Council shall meet when deemed necessary and at least twice a year at such places as may be convenient. Meetings shall be arranged by the Executive Board. The Council shall elect its own Chairman and determine its own procedure. The meetings of the Council are intended to provide the opportunity for informing the contracting Governments as to the overall shipping situation and to make possible the interchange of views between the contracting Governments on

¹ [The Governments of Australia, Brazil, Chile, Denmark, France, India, New Zealand, Sweden, Union of South Africa, and Yugoslavia acceded to the agreement.]

general questions of policy arising out of the working of the Executive Board.

(b) *The United Maritime Executive Board.*

4. The Executive Board shall be established with Branches in Washington and London under War Shipping Administration and Ministry of War Transport chairmanship respectively.

5. The Executive Board shall exercise through its Branches the executive functions of the central authority. Appropriate machinery under the two Branches shall be established for the purpose of enabling them to discharge the functions described in paragraph 7 of the Agreement on Principles. Machinery to carry out the arrangements under paragraph 8 of that Agreement as regards ships engaged in coasting and short sea trades, and as regards small craft shall be set up under the Executive Board.

6. The division of day-to-day responsibility between the two Branches of the Executive Board shall be established as convenient from time to time. So that the two Branches of the Executive Board may work in unison, meetings of the Executive Board as a whole shall be arranged at the instance of the two chairmen, as often as may be necessary, and at such place as may be convenient from time to time.

7. The membership of the Executive Board shall be restricted in numbers. By reason of their large experience in shipping normally engaged in international trade, and their large contribution of ships for the common purpose, the following Governments shall be represented on the Executive Board:—

Government of the United Kingdom of Great Britain and Northern Ireland;

Government of the United States of America;

Government of the Netherlands;

Government of Norway.

It shall be open to the members of the Executive Board to recommend to contracting Governments additions to the membership of the Executive Board as circumstances may require in order to promote the effective working of the central authority.

8. Each contracting Government not represented on the Executive Board shall be represented by an associate member who shall be consulted by, and entitled to attend meetings of, the Executive Board or its Branches on matters affecting ships under the authority of that Government, or on matters affecting the supply of ships for the territories under the authority of that Government.

9. The Executive Board and its Branches shall proceed by agreement among the members. There shall be no voting.

10. The decisions of the Executive Board affecting the ships under the authority of any contracting Government shall be reached with the consent of that Government, acting through its representative on the Executive Board or through its associate member, as the case may be.

11. The Executive Board shall be the duly authorised body for the purpose of paragraph 9 of the Agreement on Principles, but it is understood that no decision reached under that paragraph by the Governments represented on the Executive Board shall impose any new or greater obligation on any other contracting Government without its express consent.

Ante, p. 3786.

12. A Planning Committee shall be set up to begin work in London as soon as possible after the signature of the Agreement on Principles for the purpose of working out on a basis satisfactory to the contracting Governments the details of the machinery required to enable the Executive Board to discharge its functions, including the functions under paragraph 7 (*f*). Any contracting Government may be represented on the Planning Committee.

Planning Com-
mittee.

Ante, p. 3786.

13. The Executive Board shall have the full use of the machinery and procedure of the War Shipping Administration and Ministry of War Transport in order to avoid duplication.

14. The contracting Governments shall nominate their representatives on the Planning Committee to the Governments of the United States and the United Kingdom, as soon as practicable. They shall also so nominate their representatives as members or as associate members of the Executive Board as the case may be. The Governments of the United States and the United Kingdom shall be responsible, in consultation with the other contracting Governments concerned, for determining the date of coming into operation of the central authority in accordance with paragraph 7 (*a*) of the Agreement on Principles.

Ante, p. 3785.

Agreement between the United States of America and other governments respecting shipping arrangements and recommendations of the United Maritime Executive Board. Dated at London February 11, 1946; entered into force March 3, 1946.

February 11, 1946
[T. I. A. S. 1723]

U.M.E.B. 4/16.

UNITED MARITIME EXECUTIVE BOARD

Fourth Session

RECOMMENDATIONS TO CONTRACTING GOVERNMENTS

Note by the Secretariat

1. Appended is a copy of the Recommendations as approved by the Board at its final meeting on 11th February.
2. Delegates are asked to draw the attention of their Governments to the desirability of notifying their acceptance at the earliest possible date.

11th February, 1946.

RECOMMENDATIONS

The United Maritime Executive Board during its Fourth and final Session being unanimously of the opinion that the return to normal processes of international shipping should not be retarded nevertheless recognizes that certain difficulties and problems might arise in the shipping situation after the termination on March 2nd next of the Agreement on Principles of August, 1944, and believes that it would be desirable for Governments to take measures during a limited transitional period to the end that such problems might be resolved and difficulties minimised. Accordingly they have agreed upon the following Recommendations for the consideration of contracting Governments :-

Ante, p. 3784.

PART "A"

1. That all nations who have regularly contributed tonnage to the common tasks shall continue to provide shipping for the common tasks of relief and rehabilitation.

Arrangements for dry cargo from U.S. and Canadian Loading Areas.

Contributory Nations Committee.

2. That a Contributory Nations Committee consisting of representatives of nations contributing tonnage to provide shipping space for relief and rehabilitation programmes from the United States and Canada shall be established in Washington.

3. That UNRRA [¹] and liberated nations requiring assistance from the Contributory Pool referred to in (4) below, shall programme their shipping requirements and submit them to the Washington Committee established in (2) above. The procedure to be followed is set out in the Appendix.

Post, p. 3793.

Contributory Pool.

4. That at the outset of the agreement each contributory nation shall declare to the Washington Committee the maximum and minimum monthly sailings or tonnage it will contribute for the period of the agreement. The tonnage thus contributed is referred to herein as the Contributory Pool.

Arrangements for dry cargo from other Loading Areas.

Co-ordinating and Review Committee.

5. That a Co-ordinating and Review Committee representative of Nations accepting Part "A" of this agreement shall be set up in London.

¹ [United Nations Relief and Rehabilitation Administration.]

This Committee:

- (a) shall consider U.N.R.R.A.'s requirements for loading in areas other than the United States and Canada. The nations accepting Part "A" of this agreement recognise the necessity for meeting such requirements to the best of their ability and through their representatives on the Committee shall co-ordinate the provision of tonnage they are able to make available for these programmes.
- (b) shall keep the tonnage situation in loading areas other than the United States and Canada constantly under review. Recognising the necessity for an adequate supply of tonnage for loading in these areas the nations represented shall authorise the Committee to consider and recommend the measures that should be taken to assist the fulfilment of the programmes affected in the event that normal commercial channels are failing to ensure an adequate supply of tonnage.

General

6. That nations needing shipping assistance other than that secured from the Contributory Pool, shall make suitable arrangements for the procurement of tonnage through commercial channels or may request it from other nations. The nations from whom tonnage is requested shall make all reasonable efforts to make available the requested shipping space at fair, reasonable and compensatory rates, subject to the reservation that they need not supply such tonnage if it is to be used in a manner contrary to the interests of the nation upon whom the request has been made.

Procurement of tonnage.

APPENDIX TO PART 'A'

1. To maintain without interruption the maximum flow of relief and rehabilitation cargoes from the United States and Canada, a Contributory Nations' Committee shall be established in Washington as provided in (2) of Part "A".

2. With respect to loadings from Canadian ports, the Washington Committee shall collaborate with a Canadian Sub-Committee to be established in Montreal.

Collaboration with Canadian Sub-Committee.

3. U.N.R.R.A. and each liberated Nation requiring shipping assistance for the carriage of such cargoes, shall submit to this Committee by the 1st of each month, its total programme of cargo loadings in the United States and Canada showing the number of coal, grain or other full, bulk cargoes, and the number of general cargoes programmed for loading during the following month, and estimates in the same form for the next two months. The programme for the specific month should also show the number, nationality, and total cargo capacity of vessels already available to the programming claimant for loading during that month.

Program of cargo loadings.

Notice of available tonnage.

Ante, p. 3792.

4. By the 10th of each month each contributing Nation shall notify the Committee as to the amount of tonnage that it expects to have available, such tonnage to be within the maxima and minima as agreed in accordance with (4) of Part "A", and by the 15th of each month shall confirm the actual tonnage to be supplied against the following month's requirements, such tonnage to be stated separately in liner sailings and in tramps.

5. In arranging and determining the amount of tonnage to be provided under 4 of this Appendix, individual members of the Committee shall at all times communicate direct with their respective Nations, who shall, in considering requests for tonnage to load in the United States and Canada, make every effort to avoid causing a deficiency in the supply of tonnage required for other loading areas.

6. To meet each month's berthing requirements in the United States, the Committee shall allocate all of the agreed available tonnage through the established machinery of the War Shipping Administration, so that appropriate co-ordination with respect to loading facilities, inland transportation and availability of cargoes may be secured and the maximum flow of cargo for the month achieved, together with the most efficient use of the shipping available.

PART "B"

7. That:—

United Maritime Consultative Council.

(A) accepting Governments should meet periodically for discussions in a United Maritime Consultative Council for the purpose of exchanging information to the end that individual governments may be enabled to frame their own policies in the post-UMA period in the light of the knowledge of the policies of other governments.

(B) the Council may undertake the consideration and study, for the purpose of making appropriate recommendations to member governments, of any problems in the international shipping field, which may be referred to it and which do not come within the terms of reference of other established governmental conferences or associations active in the field.

(C) it is the intention that the shipping industry should collaborate and assist in devising ways and means to implement the common objectives stated in (A) and (B).

Meetings.

(D) meetings of the Council should be held at such times and places as the Council may determine. A chairman for each meeting should be designated by the Government of the nation where such meeting is to be held. The Council should determine its own procedure.

(E) the United Maritime Consultative Council should have no executive powers.

Ante, p. 3792.

(F) this part of the agreement should be open for acceptance by governments whether or not they accept Part "A".

PART "C"

8. That the arrangements in Parts "A" and "B" shall remain in effect from 3rd March until 31st October, 1946, unless by unanimous consent of the Governments accepting the respective Parts it is decided to terminate them at an earlier date.

9. That Governments accepting the recommendations in Part "A" and/or Part "B" shall notify their acceptance to the U. S. and U. K. Governments at the earliest possible date and that, as between the Governments notifying their acceptance, the relevant recommendations shall be regarded as an agreement for the period stated in recommendation 8.^[1]

Notification of acceptance.

10. That other Governments requesting information should be informed of these recommendations to the end that they may participate, if they so desire, by notifying their acceptance of Part "A" and/or part "B", in accordance with recommendation 9.

The Secretary of State to the British Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of Great Britain and has the honor to inform the Government of the United Kingdom that the United States of America has accepted Parts "A" and "B" of the recommendations to contracting Governments appended to a document entitled "U.M.E.B. 4/16 United Maritime Executive Board, Fourth Session, Recommendations to Contracting Governments, Note by the Secretariat", which recommendations were adopted by the United Maritime Executive Board on February 11, 1946 at its Fourth Session in London.

U. S. acceptance.

Ante, pp. 3792, 3794.

Ante, p. 3791.

The Secretary of State understands that in accordance with paragraph 9 of Part "C" of the recommendations referred to above, the relevant recommendations shall be regarded as agreed to from March 3, 1946 until October 31, 1946, unless by unanimous consent of the Governments accepting the respective Parts it is decided to terminate them at an earlier date.

DEPARTMENT OF STATE,

Washington, March 5, 1946.

JES

¹ [The Governments of the following countries accepted the recommendations: Australia, Belgium (with reservation), Brazil, Canada, Chile, Denmark, France, Greece, India, Netherlands, New Zealand, Norway, Poland, Sweden (with reservation), Union of South Africa, United Kingdom, and the United States.]

October 30, 1946
[T. I. A. S. 1724]

Agreement and accompanying notes between the United States of America and other governments respecting a provisional maritime consultative council. Dated at Washington October 30, 1946; open for acceptance at London, acceptance deposited in behalf of the United States of America November 20, 1946; entered into force April 23, 1947.

Revision of UMCC 2/35

Final Document
October 30, 1946

UNITED MARITIME CONSULTATIVE COUNCIL • WASHINGTON, D.C.

AGREEMENT FOR PROVISIONAL MARITIME CONSULTATIVE COUNCIL

ARTICLE I—Scope and Purposes

The Provisional Maritime Consultative Council shall be established as a temporary organization pending the establishment of a permanent inter-governmental agency in the maritime field.

- i. to provide machinery for cooperation among Governments in the field of Governmental regulation and practices relating to technical matters of all kinds affecting shipping engaged in international trade, and to encourage the general adoption of the highest practicable standards in matters concerning maritime safety and efficiency of navigation;
- ii. to encourage the removal of all forms of discriminatory action and unnecessary restrictions by Governments affecting shipping engaged in international trade so as to promote the availability of shipping services to the commerce of the world without discrimination;
- iii. to provide for the consideration by the Council of any shipping problems of an international character involving matters of general principle that may be referred to the Council by the United Nations. Matters which are suitable for settlement through the normal processes of international shipping business are not within the scope of the Council.
- iv. to provide for the exchange of information among Governments on matters under consideration by the Council.

ARTICLE II—Functions

The functions of the Provisional Maritime Consultative Council, which shall be consultative and advisory, shall be

- (a) To consider and make recommendations on any matter within its scope as set forth in Sections (i) and (ii) of ARTICLE I.

- (b) To consider and make recommendations on matters within its scope upon the request of any organ of the United Nations or other inter-governmental specialized agency.
- (c) To advise on matters relating to the draft constitution for a permanent inter-governmental maritime organization.

ARTICLE III—*Membership*

Membership in the Council shall consist of those governments which notify the Government of the United Kingdom of their acceptance of this Agreement, being either governments members of the UMCC [1] or governments members of the United Nations.

Ante, p. 3794.

ARTICLE IV—*Organization*

- (1) The Council shall consist of all Member Governments.
- (2) The Council may elect an Executive Committee consisting of twelve member governments which shall exercise such functions as may be delegated to it by the Council. The Executive Committee shall not be established by the Council until at least twenty governments have accepted this agreement.
- (3) The Council shall at each session determine the host Government and the time for its next meeting. Upon the request of not less than four of the members the Chairman shall summon the Council for an earlier date. The Government of _____ shall convene the first meeting of the Council at any time after March 1, 1947.
- (4) The host Government arranged for each session shall designate a Chairman who shall hold office until the host Government for the next following session has been decided, and shall provide the necessary secretariat for meetings held within its territory.
- (5) Decisions of the Council shall be taken by a majority of those present and voting. Ten Members shall constitute a quorum. The Council shall otherwise determine its own rules of procedure.

ARTICLE V—*Entry into Force*

- (1) This agreement shall remain open for acceptance in the archives of the Government of the United Kingdom and shall enter into force when twelve Governments, of which five shall each have a total tonnage of not less than 1,000,000 g. t. of shipping have accepted it.[2]

¹ [United Maritime Consultative Council.]

² [Entered into force Apr. 23, 1947, acceptances having been deposited in behalf of: the United States, Nov. 20, 1946; Australia, Apr. 23, 1947; Belgium, Dec. 3, 1946; Canada, Dec. 5, 1946; Chile, Dec. 12, 1946; Denmark, Feb. 4, 1947; France, Dec. 18, 1946; Greece, Jan. 29, 1947; Netherlands, Jan. 1, 1947; Norway, Jan. 14, 1947; Poland, Feb. 27, 1947; and the United Kingdom, Dec. 1, 1946. The agreement was subsequently accepted by Brazil, India (subject to a reservation whereby India retained full liberty "(1) to take whatever measures may be necessary in pursuit of their declared policy of assisting the rapid development of the Mercantile Marine, and (ii) to promote suitable amendments to the Agreement"), and New Zealand.]

- (2) As soon as this agreement has come into force, a copy of the agreement together with the names of the Governments who have accepted it shall be sent by the Government of the United Kingdom to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations.

59 Stat. 1052.

ARTICLE VI—Termination

This agreement shall cease to have effect upon the entry into force of a constitution for a permanent inter-government maritime organization or if the membership falls below twelve. A member government may withdraw at any time upon six months notice to the Government of the United Kingdom.

The American Chargé d'Affaires ad interim to the British Prime Minister

AMERICAN EMBASSY
1 Grosvenor Square
London, W.1.
November 19, 1946

DEAR MR. ATTLEE:

The United Maritime Consultative Council, at its Second Session held in Washington from October 24 to October 30, recommended that there be established a provisional council as an interim measure pending the setting up of the permanent Intergovernmental Maritime Organization.

U. S. acceptance.

Inasmuch as membership of the provisional council consists of governments, members of the United Maritime Consultative Council or of the United Nations, which notify the Government of the United Kingdom of their acceptance, I desire hereby to notify you that the United States accepts the agreement for the Provisional Maritime Consultative Council as incorporated in the final document (UMCC 2/35) of October 30, 1946.

Ante, p. 3796.

Sincerely,

W. J. GALLMAN
Chargé d'Affaires ad interim

The Right Honorable
C. R. ATTLEE, C.H., M.P.,
The Foreign Office,
S.W.1.

*The British Prime Minister to the American Chargé d'Affaires
ad interim*

FOREIGN OFFICE,

S.W.1.

No. W11209/39/58

12th December, 1946.

SIR,

I have the honour to acknowledge the receipt of your letter of November 19th in which, with reference to the recommendations of the United Maritime Consultative Council at its Second Session in Washington from October 24th to October 30th, 1946, you are good enough to notify me that the United States accepts the agreement for the Provisional Maritime Consultative Council in the text of which was annexed to that of these Recommendations.

2. His Majesty's Government are taking steps to inform other Governments, formerly members of the United Maritime Consultative Council, of the acceptance of this Agreement by the Government of the United States.

I have the honour to be, with high consideration, Sir,

Your obedient Servant,

(For Mr. Attlee)

H. W. A. FREESE-PENNEFATHER

Mr. WALDEMAR J. GALLMAN,
etc., etc., etc.,
1 Grosvenor Square,
W.1.

January 8, October
15, 1947
[T. I. A. S. 1726]

Agreement between the United States of America and Canada respecting the allocation of FM channels in radio broadcasting. Effected by exchange of notes signed at Washington January 8 and October 15, 1947; entered into force October 15, 1947.

The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY
AMBASSADE DU CANADA

No. 7

JANUARY 8, 1947.

SIR,

With reference to recent discussions between representatives of the Government of Canada and the Government of the United States concerning the use of the 88 to 108 megacycle frequency band for frequency modulation broadcasting, I have the honour to propose an exchange of notes concerning the allocation of channels with particular reference to assignments in those areas adjacent to the border of Canada and the United States in order to prevent undue interference between stations in the respective countries.

Allocation plans for United States Frequency Modulation Broadcasting Stations and for Canadian Frequency Modulation Broadcasting Stations are described in Appendices I and II. The channel number system used in these appendices is in accordance with Appendix III.

Post, pp. 3802, 3819.

Post, p. 3822.

Assignments will normally be made on the basis of omni-directional antennae but it is recognized that directional antennae may advantageously be used in certain instances to reduce interference between stations.

Assignments made at points which are more than 250 miles from the nearest point on the border of Canada and the United States will normally have no international significance and need not be notified except in cases of unusual powers and unusual antenna heights.

Where distances less than 250 miles are involved, all assignments shall be notified in the following manner:

- (1) Notification shall be made by an exchange of documents between the Federal Communications Commission and the Department of Transport.
- (2) Notifications shall include full information on transmitting antenna locations by geographical coordinates, antenna height above average terrain, antenna height above mean sea level, and effective radiated power. In the event an antenna, directional in the horizontal plane, is proposed, the directional pattern and other pertinent information shall be submitted.
- (3) Each country shall have 15 days from the date of notification in which to protest the proposed assignment.

- (4) If, within the 15 day period prescribed in (3) above, no objection is raised, a notified assignment shall be considered final.

Wherever possible assignments made within 250 miles of the border should be in accordance with Appendices I and II.

No allocation plans have been adopted as yet for assignment of stations in the 88 to 92 megacycle portion of the band, which has been designated for use by non-commercial, educational broadcasting in both countries. When such a plan has been formulated, the procedure specified above shall apply.

I have the honour to suggest that, if an agreement in the sense of the foregoing paragraphs is acceptable to the Government of the United States, this note and your reply thereto in similar terms shall be regarded as placing on record the understanding arrived at between the two Governments, it being agreed that the present allocation plan shall not prejudice any subsequent agreement regarding Frequency Modulation channels which may be accepted by both Governments at future international telecommunications conferences.

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

H H WRONG

The Honourable JAMES F. BYRNES,
Secretary of State,
Washington, D. C.

APPENDIX I

<u>GENERAL AREA</u>	<u>ALABAMA</u>	<u>CHANNEL NO.</u>
Anniston	263	
Bessemer	See Birmingham	
Birmingham	229, 250, 258,	
(includes Bessemer)	273, 284, 295	
Decatur	223	
Dothan	225, 290	
Gadsden	279	
Huntsville	236	
Lanett	275	
Mobile	225, 235, 248	
	260, 271, 300	
Montgomery	233, 277, 298	
Muscle Shoals	275, 287	
Opelika	243	
(see also Columbus, Ga.)		
Selma	239, 293	
Sylacauga	270	
(see also Talladega)		
Talladega	246	
(see also Sylacauga)		
Tuscaloosa	255, 267	
	<u>ARIZONA</u>	
Globe	226, 262	
Lowell	241, 279	
Phoenix	238, 245, 253, 275, 295	
Prescott	229, 284	
Safford	247, 299	
Tucson	234, 258, 270, 289	
Yuma	236, 267	
	<u>ARKANSAS</u>	
Blytheville	241, 286	
(see also Jonesboro)		
El Dorado	236, 287	
Fort Smith	223, 235, 271, 281, 299	
Helena	229, 262	
Hot Springs &	227, 238, 258	
Hot Springs N. P.		
Jonesboro	270, 300	
(see also Blytheville)		
Little Rock	231, 245, 266, 278, 297	
Pine Bluff	222	
Siloam Springs	243, 289	

CALIFORNIA

<u>GENERAL AREA</u>	<u>CHANNEL NO.</u>
Bakersfield	223, 231, 243
Chico	266, 278
El Centro	227, 275
Eureka	234, 242
Fresno	229, 238, 250, 258, 270, 274, 284
Los Angeles	222, 226, 230, 234, 238, 242, 246, 250,
(Metropolitan District)	254, 258, 262, 266, 270, 274, 278, 282,
	286, 290, 294, 298
Marysville	254, 260, 268, 284
Merced	236, 248
Modesto	277, 281, 289,
Monterey	See Salinas
Palm Springs	264
Redding	230, 248
Riverside	248, 256
Sacramento	233, 241, 245, 293, 300
Salinas	233, 241, 245, 293, 299
(including Monterey, Santa Cruz & Watsonville)	
San Bernardino	236, 260
San Diego	223, 231, 243, 268, 284, 300
San Francisco-Oakland	227, 231, 235, 239, 243, 247, 251, 255,
(Metropolitan District)	259, 263, 267, 271, 275, 279, 283, 287,
	291, 295
San Jose	222, 253
San Luis Obispo	227, 260, 279
Santa Barbara	268, 284, 300
Santa Maria	236, 256
Santa Rosa	229, 273
Stockton	225, 297
Visalia	254, 295
Tulare	264, 286
Watsonville	See Salinas

COLORADO

Alamosa	255, 260
Colorado Springs	222, 227, 243, 274
Denver	231, 239, 247, 253, 258, 262, 270, 279,
	286, 294
Durango	235, 278
Grand Junction	226, 298
Greeley	235, 290
La Junta	282, 300
Pueblo	236, 251, 266, 291
Sterling	245, 282

CONNECTICUT

<u>GENERAL AREA</u>	<u>CHANNEL NO.</u>
Bridgeport (includes Danbury)	248, 260, 268
Danbury	See Bridgeport
Hartford (also see Meriden)	229, 243, 275, 291, 295
Meriden (also see Hartford)	239
New Britain	279
New Haven	236, 256, 264, 300
New London	258, 266, 293
Waterbury	223, 273, 287

DELAWARE

Wilmington	229, 241, 258, 297
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DISTRICT OF COLUMBIA

Washington	230, 242, 246, 254, 258, 262, 266, 278, 286, 290, 297
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FLORIDA

Daytona Beach	233, 248
Fort Myers	245, 256
Fort Lauderdale	278, 293
Gainesville	281, 297
Jacksonville	229, 236, 241, 245, 259, 264, 270
Key West	238, 263
Lakeland	239, 295
Miami	226, 230, 235, 242, 247, 260, 268, 275, 286
Ocala	256, 267
Orlando	222, 243, 262, 287
Palm Beach	250, 298
Panama City	283, 299
Pensacola	223, 255, 266
St. Augustine	225, 291
St. Petersburg	250, 273, 284
Sarasota	258, 279
Tallahassee	246, 274
Tampa	227, 264, 289, 300
West Palm Beach	254, 271

GEORGIA

<u>GENERAL AREA</u>	<u>CHANNEL NO.</u>
Albany	258, 266, 271
Athens	258, 273
Atlanta	225, 231, 238, 248, 253, 260, 277, 283
Augusta	279, 289, 298
Brunswick	275, 289
Cedartown (includes Dalton)	241, 289
Columbus (see also Opelika, Ala.)	227, 236, 300
Cordele	230, 241
Dalton	See Cedartown & Rome
Dublin	234, 251
Gainesville	300
Griffin	268
La Grange	281
Macon	245, 256, 264, 291
Moultrie	278, 286
Newnan	222
Rome	293, 297
Savannah	238, 243, 247, 262
Thomasville	250, 294
Toccoa	275
Valdosta	223, 239
Waycross	283, 299
West Point	287

IDAHO

Boise	222, 251, 291
Idaho Falls	229, 277
Lewiston	247, 283
Nampa	235, 270
Pocatello	243, 266
Twin Falls	226, 259, 294
Wallace	238, 263

ILLINOIS

Alton	260
Aurora (includes Joliet)	236, 256
Bloomington	268, 297
Cairo (see also Cape Girardeau, Mo.)	239
Carbondale	225
Carthage	253, 295
Champaign	See Urbana
Chicago	226, 230, 234, 238, 242, 246, 250, 254, 258, 262, 266, 270, 274, 278, 282, 286, 290, 300, 254, 271
Decatur	See St. Louis, Mo.
East St. Louis	See Chicago
Elgin	See Chicago
Evanston	See Chicago

ILLINOIS—Continued

<u>GENERAL AREA</u>	<u>CHANNEL NO.</u>
Freeport	273
Galesburg	247, 281
Harrisburg	260, 264
Herrin	243, 253
Jacksonville	263, 291
Joliet	See Aurora
Kankakee	264
Mt. Vernon	231, 277
Peoria	223, 227, 231, 239, 243, 299
Quincy	258, 286
Rockford	248
Rock Island	255
(see also Davenport, Iowa)	
Springfield	275, 279, 283
Tuscola	245, 287
Urbana	248, 277, 284
(includes Champaign)	
Waukegan	294

INDIANA

Anderson	See Indianapolis
Columbus	229
Connersville	262
Crawfordsville	275
Elkhart	236, 264
Evansville (includes Henderson & Owensboro, Ky.)	223, 233, 241, 258, 273, 281, 297
Fort Wayne	241, 279, 287, 291
Hammond	222
Indianapolis	222, 226, 234, 238, 242,
(includes Anderson)	246, 250, 254, 283
Kokomo	260, 299
Lafayette	236, 268
Marion	295
Muncie	273, 281
Richmond	258
Shelbyville	267
South Bend	267, 284
Terre Haute	260, 266
Vincennes	289, 293
West Lafayette	256

IOWA

Ames	238
Atlantic	293
Boone	251, 295
Burlington	225
Cedar Rapids	245, 293
Clinton	241
Davenport	233, 279
(See also Rock Island, Ill.)	

IOWA—Continued

<u>GENERAL AREA</u>	<u>CHANNEL NO.</u>
Decorah	223, 230
Des Moines	222, 231, 247, 253, 262, 283
Dubuque	236, 263, 277
Fort Dodge	274, 287
Iowa City	229, 259
Keokuk	274
Marshalltown	270, 291
Mason City	266, 281
Ottumwa	242, 264
Shenandoah	277, 289, 297
Sioux City	235, 256, 271
Spencer	223, 259
Waterloo	254, 298

KANSAS

Atchison	239, 255
Coffeyville	236, 266
Dodge City	234, 293
Emporia	223, 245
Garden City	247, 270
Great Bend	242, 287
Hutchinson	226, 289
Kansas City	See Kansas City, Mo.
Lawrence	243, 286
Manhattan	247, 267
McPherson	277
Pittsburg	256, 273
Salina	233, 238
Topeka	231, 258, 273
Wichita	250, 262, 271, 284, 297

KENTUCKY

Ashland	See Huntington, W. Va.
Bowling Green	251, 266
Harlan	238
Henderson	See Evansville, Ind.
Hopkinsville	230, 254
Lexington	225, 233
Louisville	236, 248, 259, 264, 268, 284, 300
Owensboro	See Evansville, Ind.
Paducah	227, 245, 262
Winchester	241, 251

LOUISIANA

Alexandria	245, 259, 273
Baton Rouge	251, 266, 282
Lafayette	241, 268
Lake Charles	248, 289
Monroe	277, 281, 295
New Orleans	222, 229, 239, 246, 262, 274, 287, 298
Shreveport	233, 243, 266, 275, 298

MAINE

<u>GENERAL AREA</u>	<u>CHANNEL NO.</u>
Augusta	222, 267, 287
Bangor	226, 246, 281, 295
Lewiston	230, 275
Portland	250, 270, 300
(see also Mt. Washington, N. H.)	
Presque Isle	242, 290

MARYLAND

Baltimore	222, 226, 234, 238, 250,
(includes Annapolis)	256, 270, 274, 282, 294, 300
Cumberland	275, 295
Frederick	268
Hagerstown	284
Salisbury	248, 268

MASSACHUSETTS

Boston	225, 233, 241, 245, 253, 273, 277, 281,
(includes Waltham)	289, 294
Fall River	247, 251, 279
(includes New Bedford)	
Fitchburg	284
Haverhill	223
Holyoke	226, 234, 246, 250, 254, 262, 270, 282
(includes Springfield)	
Lawrence	229
Lowell	258
New Bedford	See Falls River
North Adams	248
Pittsfield	260, 268
Springfield	See Holyoke
Waltham	See Boston
Worcester	236, 256, 264

MICHIGAN

Ann Arbor	254, 274
Battle Creek	271, 289
(includes Kalamazoo)	
Bay City	See Saginaw
Benton Harbor	260
Cadillac	253
Calumet	226, 268
Detroit	226, 234, 238, 242, 246, 250, 258, 262,
(includes Pontiac, Royal Oak, & Wyandotte)	266, 270, 278, 282, 290, 298
East Lansing	See Lansing
Escanaba	234, 281
Flint	236, 260, 264, 300
(includes Lapeer)	
Grand Rapids	223, 229, 245, 273, 278, 286
Ironwood	270, 290
Jackson	222

MICHIGAN—Continued

<u>GENERAL AREA</u>	<u>CHANNEL NO.</u>
Kalamazoo	See Battle Creek
Lansing (includes E. Lansing)	248, 256, 284
Lapeer	See Flint
Ludington	226, 238
Marquette	230, 256
Muskegon	293, 297
Pontiac	See Detroit
Port Huron	256, 284
Royal Oak	See Detroit
Saginaw (Includes Bay City)	233, 241, 251
Sault Sainte Marie	226, 295
Traverse City	243, 268
Wyandotte	See Detroit

MINNESOTA

Albert Lea	241
Duluth (includes Superior, Wisc.)	222, 250, 264
Fergus Falls	242, 297
Hibbing	279, 286
Mankato	243, 278
Minneapolis (includes St. Paul)	229, 239, 246, 253, 258, 262, 267, 271, 275, 281, 290, 294
Moorhead (see also Fargo, N. D.)	230, 236
Northfield	251, 300
Rochester	234, 286, 297
St. Cloud	233, 284
St. Paul	See Minneapolis
Virginia	230, 259
Willmar	225, 255
Winona	248, 273

MISSISSIPPI

Clarksdale	248, 256
Columbus	226, 245
Corinth	268, 278
Greenville	270, 283
Greenwood	235, 293
Gulfport	243, 268
Hattiesburg	250, 290
Jackson	233, 247, 258, 275, 286
Laurel	279, 295
McComb	226, 255
Macon	271, 281
Meridian	241, 253
Natchez	231, 264
Tupelo	233, 242
Vicksburg	238, 297

MISSOURI

<u>GENERAL AREA</u>	<u>CHANNEL NO.</u>
Cape Girardeau	267, 291
(see also Cairo, Ill.)	
Clayton	See St. Louis
Columbia	233, 268
Hannibal	245, 300
Jefferson City	253, 277
Joplin	241, 287
Kansas City	227, 235, 251, 263, 271,
(includes Kansas City, Kans.)	282, 290, 294, 299
Poplar Bluff	233, 279
St. Joseph	222, 284
St. Louis	229, 236, 241, 247, 251, 256, 266, 273,
(includes Clayton)	281, 294, 298
Sedalia	259, 279
Springfield	225, 234, 238, 284, 297

MONTANA

Billings	230, 274
Bozeman	227, 270
Butte	235, 256
Great Falls	250, 260
Helena	241, 281
Kalispell	223, 278
Miles City	238, 254
Missoula	245, 286
Sidney	233, 267

NEBRASKA

Fremont	245
(see also Omaha)	
Grand Island	243, 291
Hastings	271, 279
Kearney	256, 294
Lincoln	229, 250, 275, 287
Norfolk	258, 273
North Platte	238, 274
Omaha	225, 241, 254, 260, 266,
(See also Fremont)	281, 300
Scottsbluff	241, 277

NEVADA

Boulder City	229, 270
Las Vegas	250, 262, 289
Reno	226, 238, 262

NEW HAMPSHIRE

Claremont	291
Keene	300
Laconia	247
Manchester	239, 266
Mount Washington	235, 255, 263, 283
Portsmouth	297

NEW JERSEY

<u>GENERAL AREA</u>	<u>CHANNEL NO.</u>
Atlantic City	253, 264
Bridgeton	255
Camden	See Philadelphia
Ewing Township	See Trenton
Greenbrook Twp.	256
Trenton	248, 268, 284
(includes Ewing Twp.)	

NEW MEXICO

Albuquerque	225, 242, 264, 287
Carlsbad	226, 262
Clovis	255, 291
Gallup	222, 279
Hobbs	235, 266
Las Vegas	230, 275
Roswell	246, 277
Santa Fe	253, 295
Tucumcari	239, 270

NEW YORK

Albany	222, 230, 238, 242, 258, 266, 274, 278, 286,
(includes Schenectady & Troy)	290, 294, 298
Auburn	See Syracuse
Batavia	235, 259
Binghamton	251, 263, 299
Buffalo	225, 229, 241, 245, 253,
(Includes Niagara Falls)	273, 277, 281, 293, 297
Coram	See New York or possibly Connecticut Channels
Corning	291
(see also Elmira)	
Dunkirk	233
Elmira	295
(see also Corning)	
Gloversville	234
Hornell	287
Ithaca	230, 247
Jamestown	227, 284
Kingston	235
Massena	287, 295
New York	222, 226, 230, 234, 238, 242, 246, 250, 254,
(includes numerous adjacent cities)	258, 262, 266, 270, 274, 278, 282, 286, 290, 294, 298
Niagara Falls	See Buffalo
Ogdensburg	279, 291
Olean	238, 264
Oneonta	256, 282
Oswego	284
Plattsburg	275, 281
Poughkeepsie	284
Rochester	223, 243, 250, 255, 267, 279
Rome	239
Saranac Lake	225, 247
Syracuse	226, 233, 241, 253, 273, 281, 297
(includes Auburn)	

NEW YORK—Continued

<u>GENERAL AREA</u>	<u>CHANNEL NO.</u>
Troy	See Albany
Utica	229, 245, 277, 289
Watertown	251, 263

NORTH CAROLINA

Ahoskie	270
Asheville	268, 273, 282, 291
Burlington	266
Charlotte	260, 278, 284, 299
(see also Gastonia)	
Concord	243
(see also Salisbury)	
Durham	286
Elizabeth City	231, 266
Fayetteville	251
Gastonia	270
(see also Charlotte)	
Goldsboro	227
Greensboro	222, 247, 254, 262
(see also High Point & Winston-Salem)	
Greenville	250, 256
Henderson	297
Hickory	275, 295
High Point	238, 258
(See also Greensboro & Winston-Salem)	
Kinston	236, 245
(See also New Bern)	
New Bern	279
(See also Kinston)	
Jacksonville	225, 260
Raleigh	233, 241, 268, 273, 277
Roanoke Rapids	223, 253
(See also Rocky Mount)	
Rocky Mount	264, 282
(See also Roanoke Rapids)	
Reidsville	291
Salisbury	293
Statesville	289
Washington	275
Wilmington	230, 242
Wilson	290, 294, 300
Winston-Salem	226, 281
(See also Greensboro & High Point)	

NORTH DAKOTA

Bismarck	229, 250, 273, 294
(includes Mandan)	
Devil's Lake	226, 266
Fargo	222, 260
(see also Moorhead, Minn.)	
Grand Forks	234, 254, 278, 299
Jamestown	239, 284
Mandan	See Bismarck
Minot	243, 290
Valley City	246, 270

OHIO

<u>GENERAL AREA</u>	<u>CHANNEL NO.</u>
Akron (includes Tallmadge)	239, 243, 248
Alliance (includes Canton)	223, 231, 235
Ashland	267, 273
Ashtabula	See Erie, Pa.
Athens	297
Bellaire	See Wheeling, W. Va.
Canton	See Alliance
Cincinnati (includes Hamilton)	266, 270, 274, 278, 282, 286, 290, 294, 298
Cleveland (includes Lorain)	253, 258, 264, 271, 277, 281, 289, 293, 297
Columbus	222, 226, 234, 238, 242, 246, 250, 254
Dayton (includes Springfield)	236, 248, 256, 260, 264, 268, 284
Findlay	263
Fostoria	275
Freemont	See Toledo
Hamilton	See Cincinnati
Lima	271, 277, 293
Lorain	See Cleveland
Mansfield	279, 287, 291
Marion	295
Newark (includes Zanesville)	262, 299
Portsmouth	See Huntington, W. Va.
Springfield	See Dayton
Steubenville	See Wheeling, W. Va.
Tallmadge	See Akron
Toledo (includes Freemont)	260, 268, 284, 300
Warren (see also Sharon, Pa.)	227, 300
Wooster	260, 283
Youngstown	See Sharon, Pa.
Zanesville	See Newark

OKLAHOMA

Ada	226, 284
Ardmore	229
Bartlesville	291
Clinton	298
Durant	297
Elk City	239, 277
Enid	243, 274
Lawton	251, 267
Muskogee	253, 268
Norman	See Oklahoma City
Oklahoma City (includes Norman)	222, 234, 255, 263, 270, 282, 290
Okmulgee	260, 275
Ponca City	293
Shawnee	241, 248
Stillwater	300
Tulsa	238, 246, 251, 258, 278, 286, 295

OREGON

<u>GENERAL AREA</u>	<u>CHANNEL NO.</u>
Albany	241, 260
Astoria	242, 268
Baker	250, 274
Bend	236, 275
Corvallis	250
Eugene	256, 284
Grants Pass	245, 260
Klamath Falls	233, 251, 268
La Grande	243, 260
Marshfield	239, 266
Medford	229, 286
Pendleton	226, 273
Portland	222, 226, 238, 246, 254, 262, 266, 278,
(See also Vancouver, Wash.)	282, 290, 294, 298
Roseburg	234, 274
Salem	230, 286
The Dalles	251, 287

PENNSYLVANIA

Allentown	236, 260, 264, 300
(includes Bethlehem & Easton)	
Altoona	243, 279
Beaver Falls	See Pittsburgh
Bethlehem	See Allentown
Bradford	248
(see also Jamestown & Olean, N. Y.)	
Butler	See Pittsburgh
Clearfield	See DuBois
Du Bois	256, 271
(includes Clearfield)	
Easton	See Allentown
Erie	246, 250, 260, 279
(includes Ashtabula, Ohio)	
Glenside	See Philadelphia
Greensburg	297
Harrisburg	235, 247, 255, 259, 293, 298
Hazleton	227
Johnstown	238, 287
Lancaster	245, 267
Lebanon	281
Lewistown	226, 250
Meadville	See Sharon
New Castle	See Sharon
New Kensington	See Pittsburgh
Oil City	290, 299
Philadelphia	223, 227, 231, 239, 243, 251, 271, 275,
(includes Glenside, Pa. & Camden, N. J.)	279, 287, 291, 295
Pittsburgh	225, 229, 233, 241, 245,
(includes New Kensington, Beaver Falls & Butler)	251, 259, 268
Pottsville	258, 270
Reading	225, 233, 273
Scranton	222, 229, 241, 253, 267, 277, 289, 297
(includes Wilkes-Barre)	
Shamokin	284
Sharon	255, 262, 266, 275, 286, 295
(includes Warren & Youngstown, Ohio, Meadville & New Castle, Pa.)	

PENNSYLVANIA—Continued

<u>GENERAL AREA</u>	<u>CHANNEL NO.</u>
State College	282
Sunbury	231, 275
Uniontown	289, 293
Washington	273, 282
Wilkes-Barre	See Scranton
Williamsport	262, 286
York	253, 263, 277, 289

RHODE ISLAND

Pawtucket	See Providence
Providence	222, 231, 238, 260, 268, 286, 299

SOUTH CAROLINA

Anderson	266, 287
Charleston	236, 245, 271
Columbia	226, 233, 250, 258
(see also Sumter)	
Conway	222
Florence	231, 291
Greenville	223, 229, 236
(see also Spartanburg)	
Greenwood	239, 253
Lancaster	297
Rock Hill	248
Spartanburg	255, 263
(see also Greenville)	
Sumter	267, 274
(see also Columbia)	

SOUTH DAKOTA

Aberdeen	264, 282
Pierre	241, 258
Rapid City	234, 254, 278, 290
Sioux Falls	227, 247, 275, 286
Vermillion	264, 284
Watertown	231, 268
Yankton	262, 295

TENNESSEE

Bristol	223, 245
(includes Johnson City & Kingsport)	
Chattanooga	234, 243, 251, 256, 266, 271
(includes Cleveland)	
Clarksville	270, 294
Cleveland	See Chattanooga
Cookeville	283
Jackson	264, 284
Johnson City	264
(see also Bristol)	
Kingsport	253
(see also Bristol)	
Knoxville	227, 247, 258, 262, 279, 286
Memphis	238, 246, 250, 259, 274, 282, 290, 295
Nashville	225, 238, 248, 277, 290, 298

<u>GENERAL AREA</u>	<u>TEXAS</u>	<u>CHANNEL NO.</u>
Abilene	245, 278	
Amarillo	226, 262, 282	
Austin	222, 267, 284	
Beaumont	227, 258, 300	
Belton	See Temple	
Big Spring	239, 270	
Brady	236, 256	
Brownsville (includes Harlingen & McAllen & Weslaco)	222, 229, 234, 247, 258, 277	
Brownwood	282, 290	
College Station	231, 259	
Corpus Christi	238, 255, 283, 293, 300	
Corsicana	271, 279	
Dallas	223, 250, 266, 283, 295, 300	
Denton	291	
El Paso	234, 275	
Fort Worth	227, 242, 258, 263, 287	
Galveston	254, 279	
Harlingen	See Brownsville	
Houston	239, 243, 250, 266, 275, 286, 291, 295	
Huntsville	234, 262	
Kilgore (includes Longview & Tyler)	229, 247, 290	
Laredo	243, 267	
Longview	See Kilgore	
Lubbock	242, 258, 300	
Lufkin	238, 281	
Midland	222, 281	
McAllen	See Brownsville	
Odessa	248	
Palestine	225, 274	
Pampa	253, 289	
Paris	255, 273	
Pecos	230, 294	
Plainview	246, 297	
Port Arthur	270, 293	
San Angelo	233, 274	
San Antonio	225, 234, 242, 247, 251, 258, 263, 273, 281, 289, 297	
Sherman	236	
Sweetwater	226, 264	
Temple (includes Belton)	246, 298	
Texarkana	251, 264, 293	
Tyler (see also Kilgore)	268	
Vernon	254, 271	
Victoria	230, 270	
Waco	254, 277	
Waxahachie	See Dallas & Fort Worth	
Weslaco	See Brownsville	
Wichita Falls	231, 247, 260, 293	

UTAH

Cedar City	233, 297
Logan	250, 290

UTAH—Continued

<u>GENERAL AREA</u>		<u>CHANNEL NO.</u>
Ogden	234, 274	
Price	242, 262	
Provo	226, 299	
Salt Lake City	230, 238, 246, 254, 258, 262, 270, 278, 286, 295	

VERMONT

Burlington	231, 289
Rutland	271
St. Albans	243, 267
Waterbury	227, 251

VIRGINIA

Alexandria	See Washington, D. C.
Charlottesville	273, 293
(includes Staunton)	
Covington	238, 286
Danville	230, 250
Fredericksburg	See Washington, D. C.
Front Royal	236
Harrisonburg	227, 264
Lynchburg	248, 300
Martinsville	242, 271
Newport News	See Norfolk
Norfolk	243, 247, 255, 259, 273, 277, 287, 291, 299
(includes Newport News, Portsmouth & Suffolk)	
Petersburg	229, 239
Portsmouth	See Norfolk
Richmond	225, 233, 251, 271, 275, 281, 295
Roanoke	235, 256, 279
Staunton	See Charlottesville
Suffolk	See Norfolk
Winchester	223

WASHINGTON

Aberdeen	262, 293
Bellingham	225, 281
Centralia	229, 284
Everett	241, 245
Longview	234, 274
Olympia	271, 279
Port Angeles	233, 297
Pullman	229, 270
Pasco	253, 298
Seattle	231, 235, 251, 255, 260, 264, 268, 275, 287, 291, 295, 300
Spokane	225, 236, 243, 251, 275, 287
Tacoma	223, 227, 239, 243, 247
Vancouver	258
(see also Portland, Ore.)	
Walla Walla	234, 268
Wenatchee	281, 293
Yakima	241, 248, 277

WEST VIRGINIA

<u>GENERAL AREA</u>	<u>CHANNEL NO.</u>
Beckley	258, 267
Bluefield	227, 283, 298
(includes Welch)	
Charleston	225, 241, 248, 253, 289
Clarksburg	222, 236, 270, 287, 300
(includes Fairmont & Morgantown)	
Fairmont	See Clarksburg
Huntington	229, 233, 263, 273, 281, 291
(includes Ashland, Ky. & Portsmouth, Ohio)	
Logan	277, 294
Morgantown	See Clarksburg
Parkersburg	293
Welch	See Bluefield
Wheeling	247, 254, 263, 278
(includes Bellaire & Steubenville, Ohio)	
Williamson	222, 236

WISCONSIN

Appleton	222, 253
(Includes Neenah)	
Ashland	245, 254
Beloit	297
Eau Claire	231, 279
Fond du Lac	247, 258
Green Bay	266, 273, 289
Greenfield Twp.	See Madison
Janesville	260
La Crosse	226, 233
Madison	255, 268, 290
(includes Greenfield Twp.)	
Manitowoc	233, 241
Marinette	286, 298
Medford	260, 300
Milwaukee	223, 227, 231, 239, 243, 251, 271, 275, 279, 287, 291, 299
Neenah	See Appleton
Oshkosh	225, 229
Poynette	235
Racine	264, 284
Rice Lake	236, 242
Sheboygan	262, 282
Stevens Point	245, 293
Superior	See Duluth, Minn.
Wausau	238, 250, 264, 284
Wisconsin Rapids	277

WYOMING

Casper	229, 264
Cheyenne	226, 266, 298
Powell	234, 258
Rock Springs	236, 248
Sheridan	262, 283

APPENDIX II

<u>GENERAL</u> <u>AREAS</u>	<u>CHANNEL</u> <u>NUMBER</u> See Appen- dix III	<u>GENERAL</u> <u>AREAS</u>	<u>CHANNEL</u> <u>NUMBER</u> See Appen- dix III
<u>NOVA SCOTIA</u>			
Sydney	235	Antigonish	223
	293	Stellarton	227
Halifax	222	New Glasgow	237
	260	Pictou	245
	291	Springhill	255
	295	Amherst	235
Dartmouth	251	Sydney Mines	221
Yarmouth	221	North Sydney	225
Bridgewater	226	New Waterford	230
Liverpool	231	Glace Bay	239
Windsor	243	Dominion	247
Kentville	266	Westville	233
Truro	283		
<u>PRINCE EDWARD ISLAND</u>			
Charlottetown	288	Summerside	271
	297		
<u>NEW BRUNSWICK</u>			
St. John	257	Sussex	285
	263	Campbellton	232
	269	Woodstock	237
	273	St. Stephen	298
Fredericton	249	Newcastle	221
	253	Bathurst	247
Edmunston	223	Moncton	240
	227		280
Dalhousie	300	Sackville	229
Chatham	225		
<u>QUEBEC</u>			
Montreal	223	Granby	300
	228	St. Hyacinthe	296
	232	St. Jean	285
	236	Megantic	221
	240	Thetford	226
	245	Drummondville	234
	249	Sorel	238
	253		242
	257	Three Rivers	282
	264		290
	293	Baie St. Paul	260
Sherbrooke	259	Matane	262
	269	Rimouski	268
	274	New Carlisle	276
	278	Shawinigan Falls	272
Quebec City	231		276
	247	Joliette	261
	251	St. Jerome	270
	256	Lachute	280
	266	St. Agathe des Monts	251

QUEBEC—Continued

<u>GENERAL</u> <u>AREAS</u>	<u>CHANNEL</u> <u>NUMBER</u> See Appen- dix III	<u>GENERAL</u> <u>AREAS</u>	<u>CHANNEL</u> <u>NUMBER</u> See Appen- dix III
Donnacona	279	Kenogami	234
Val d'Or	251	Jonquiere	239
La Tuque	284	Bagotville	244
Montmagny	286	St. Joseph d'Alma	248
St. Anne de la Pocatiere	292	Roberval	252
Riviere du Loup	296	Port Alfred	258
Chicoutimi	221	Mont Joli	272
	225	Rouyn	243
Arvida	229	Amos	247

ONTARIO

Toronto	221	Oshawa	228
	251		298
	256	Peterborough	268
	260		294
	264	Belleville	237
	271		246
	283	Brockville	266
Ottawa-Hull	287		271
	221	Cornwall	283
	226		299
	230	Pembroke	224
	269		297
	273	Kirkland Lake	229
	277		268
Kitchener	244	St. Catharines	249
	291		285
Sudbury	223		289
	249	Hamilton	231
	288		266
Chatham	236		275
	264		300
Sarnia	248	Galt	247
	268	Guelph	278
Stratford	252	Woodstock	295
	272	Wingham	238
	226	Owen Sound	222
Brantford	234		227
	269	Barrie	236
	242	Kapuskasing	245
Niagara Falls	258	Fort William-Port Arthur	232
	237		274
	262		278
London-St. Thomas	224		282
	228	Timmins	233
	232		272
	240	Sault Ste. Marie	263
	221		283
Windsor	230	Fort Frances	224
	286	Kenora	228
	294		269
	235	New Liskeard	225
North Bay	292	Sturgeon Falls	239
	240		
Orillia			

MANITOBA

<u>GENERAL</u> <u>AREAS</u>	<u>CHANNEL</u> <u>NUMBER</u> See Appen- dix III	<u>GENERAL</u> <u>AREAS</u>	<u>CHANNEL</u> <u>NUMBER</u> See Appen- dix III
Winnipeg	221	Portage la Prairie	268
	232	Dauphin	225
	248	Brandon	241
	252		280
	272	Selkirk	285
	276	The Pas	289
	256	Flin Flon	222
St. Boniface			
Transcona	262		

SASKATCHEWAN

Regina	231	Swift Current	253
	235	Yorkton	292
	245	North Battleford	268
	259	Moose Jaw	239
Saskatoon	221		249
	226	Weyburn	300
	256	Melville	296
Prince Albert	264		
	282		

ALBERTA

Medicine Hat	228	Edmonton	224
Lethbridge	232		251
	265		258
	234		262
Calgary	240		290
	271	Red Deer	244
	276	Grand Prairie	255
	280		

BRITISH COLUMBIA

Vancouver	221	Prince Rupert	260
	249	Port Alberni	244
	257	Prince George	264
	278	Dawson Creek	269
	289	Chilliwack	270
	293	Princeton	283
	253	Vernon	222
Victoria	273	Trail	289
	285	Rossland	294
New Westminster	266	Nelson	285
North Vancouver	228	Kamloops	252
Nanaimo	237	Kelowna	246
Powel River	240	Penticton	298

YUKON

Dawson City	221	Whitehorse	223
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NORTH WEST TERRITORIES

Yellowknife	221		
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APPENDIX III

<u>Frequency (mc.)</u>	<u>Channel No.</u>	<u>Frequency (mc.)</u>	<u>Channel No.</u>	<u>Frequency (mc.)</u>	<u>Channel No.</u>
88. 1	201	94. 9	235	101. 5	268
88. 3	202	95. 1	236	101. 7	269
88. 5	203	95. 3	237	101. 9	270
88. 7	204	95. 5	238	102. 1	271
88. 9	205	95. 7	239	102. 3	272
89. 1	206	95. 9	240	102. 5	273
89. 3	207	96. 1	241	102. 7	274
89. 5	208	96. 3	242	102. 9	275
89. 7	209	96. 5	243	103. 1	276
89. 9	210	96. 7	244	103. 3	277
90. 1	211	96. 9	245	103. 5	278
90. 3	212	97. 1	246	103. 7	279
90. 5	213	97. 3	247	103. 9	280
90. 7	214	97. 5	248	104. 1	281
90. 9	215	97. 7	249	104. 3	282
91. 1	216	97. 9	250	104. 5	283
91. 3	217	98. 1	251	104. 7	284
91. 5	218	98. 3	252	104. 9	285
91. 7	219	98. 5	253	105. 1	286
91. 9	220	98. 7	254	105. 3	287
92. 1	221	98. 9	255	105. 5	288
92. 3	222	99. 1	256	105. 7	289
92. 5	223	99. 3	257	105. 9	290
92. 7	224	99. 5	258	106. 1	291
92. 9	225	99. 7	259	106. 3	292
93. 1	226	99. 9	260	106. 5	293
93. 3	227	100. 1	261	106. 7	294
93. 5	228	100. 3	262	106. 9	295
93. 7	229	100. 5	263	107. 1	296
93. 9	230	100. 7	264	107. 3	297
94. 1	231	100. 9	265	107. 5	298
94. 3	232	101. 1	266	107. 7	299
94. 5	233	101. 3	267	107. 9	300
94. 7	234				

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE

WASHINGTON

Oct. 15, 1947

EXCELLENCY:

I have the honor to refer to your note No. 7 of January 8, 1947, in which you proposed an exchange of notes on the subject of the allocation of channels in the radio frequency band 88 to 108 megacycles, for frequency modulation broadcasting. In this connection, particular importance is attributed in your note to channel assignments for operation in areas adjacent to the border of Canada and the United States, and to the need to prevent undue interference between stations in the respective countries.

Ante, p. 3800.

Your note under reference states that allocation plans for United States frequency modulation broadcasting stations and for Canadian frequency modulation broadcasting stations are described in Appendices I and II to an Agreement between the two countries on the subject, and that the channel number system used in these Appendices is in accordance with Appendix III to the same Agreement. This note further states that assignments will normally be made on the basis of omnidirectional antennae but that it is recognized that directional antennae may advantageously be used in certain instances to reduce interference between stations.

Allocation plans.

Ante, pp. 3802, 3819.*Ante*, p. 3822.

Moreover, assignments made at points which are more than 250 miles from the nearest point on the border of Canada and the United States are normally to have no international significance and need not be notified except in cases of unusual powers and unusual antenna heights.

Where distances less than 250 miles are involved, all assignments shall be notified in the following manner:

Notifications of assignments.

- (1) Notification shall be made by an exchange of documents between the Federal Communications Commission and the Department of Transport.
- (2) Notifications shall include full information on transmitting antenna locations by geographical coordinates, antenna height above average terrain, antenna height above mean sea level, and effective radiated power. In the event an antenna, directional in the horizontal plane, is proposed, the directional pattern and other pertinent information shall be submitted.
- (3) Each country shall have 15 days from the date of notification in which to protest the proposed assignment.
- (4) If, within the 15 day period prescribed in (3) above, no objection is raised, a notified assignment shall be considered final. Wherever possible assignments made within 250 miles of the border should be in accordance with Appendices I and II.

Ante, pp. 3802, 3819.

Finally, the same note states that no allocation plans have been adopted as yet for assignment of stations in the band from 88 to 92 megacycles, which has been designated for use by non-commercial

Band for non-commercial educational broadcasting.

educational broadcasting in both countries, and that when such a plan has been formulated, the procedure specified above shall apply.

U. S. acceptance of
agreement.

Ante, p. 3800.

I have the honor to inform you that an agreement in the sense of the foregoing paragraphs is acceptable to the Government of the United States, and that this Government agrees to consider the Embassy's note No. 7 of January 8, 1947, together with the present reply thereto as placing on record the understanding arrived at by the two Governments on the above mentioned subject, it being agreed that the present allocation plan should not prejudice any subsequent agreement regarding frequency modulation channels which may be accepted by both Governments at future International Telecommunications Conferences.

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

For the Secretary of State:

GARRISON NORTON

His Excellency

HUME WRONG,

Ambassador of Canada.

Agreement between the United States of America and Egypt respecting air transport services. Signed at Cairo June 15, 1946; operative from June 15, 1946; entered into force definitively August 8, 1947.

June 15, 1946
[T. I. A. S. 1727]

AIR TRANSPORT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND EGYPT

Having in mind the resolution signed under date of December 7, 1944, at the International Civil Aviation Conference [1] in Chicago, Illinois, for the adoption of a standard form of agreement for provisional air routes and services, and the desirability of mutually stimulating and promoting the sound economic development of air transportation between the United States and Egypt, the two Governments parties to this arrangement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions:

ARTICLE 1

The Contracting Parties grant 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.

Post, p. 3828.

ARTICLE 2

(a) Each of the air services so described shall be placed in operation as soon as the Contracting Party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the Contracting Party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; 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 inauguration shall be subject to the approval of the competent military authorities.

Inauguration of services.

(b) It is understood that either Contracting Party granted commercial rights under this Agreement should exercise them at the earliest practicable date except in the case of temporary inability to do so.

¹ [International Civil Aviation Conference, Chicago, Illinois, November 1 to December 7, 1944, Final Act and Related Documents. Department of State publication 2282.]

ARTICLE 3

Prevention of discrimination, etc.

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 such other Contracting Party shall be accorded national and most-favored-nation treatment with respect to the imposition of customs duties, inspection fees or other national duties or charges by the Contracting Party whose territory is entered.

(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.

Post, p. 3828.

ARTICLE 4

Certificates of airworthiness, etc.

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in the Annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

Post, p. 3828.

ARTICLE 5

Laws and regulations.

(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 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 6

Each Contracting Party reserves the right to withhold or revoke a certificate or permit to an airline of the other Party in any case where it is not satisfied that substantial ownership and effective control are vested in nationals of either Party to this Agreement, or in case of failure of an airline to comply with the laws of the State over which it operates as described in Article 5 hereof, or to perform its obligations under this Agreement.

Withholding or revocation of certificate or permit.

ARTICLE 7

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

Registration.

ARTICLE 8

Either Contracting Party may terminate the rights for services granted by it under this Agreement by giving one year's notice to the other Contracting Party.

Termination of rights for services.

ARTICLE 9

In the event either of the Contracting Parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

Modification of routes or conditions.
Post, p. 3828.

ARTICLE 10

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its Annex, which cannot be settled through consultation, shall be referred for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article 3, Section 6 (8) of the Interim Agreement on Civil Aviation signed at Chicago on December 7, 1944) or its successors.

Disputes.

Post, p. 3828.

59 Stat. 1521.

ARTICLE 11

The provisions of this Agreement shall become operative from the day it is signed. The Egyptian Government shall notify the Government of the United States of approval of the Agreement by the Egyptian Parliament, and the Government of the United States shall consider the Agreement as becoming definitive upon the date of such notification by the Egyptian Government. [1]

Effective date.

¹ [The agreement entered into force definitively Aug. 8, 1947, the date of official notification of approval by the Egyptian Parliament.]

Authentic languages.

Done at Cairo in duplicate in the English and Arabic languages, each of which shall be of equal authenticity, this 15th (15th) day of June (ragab), 1946 (1365).

For the Government of the United States of America :

S. PINKNEY TUCK

For the Royal Egyptian Government:

A. LOUTFY EL-SAYED

[SEAL]

ANNEX TO AIR TRANSPORT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND EGYPT

SECTION 1

U. S. rights of transit and stop in Egyptian territory.

Airlines of the United States of America authorized under the present Agreement are accorded rights of transit and non-traffic stop in Egyptian territory as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Cairo on the following routes in both directions:

United States to Egypt (Cairo) and thence to Palestine (Lydda), Iraq (Basra), Saudi Arabia (Dhahran), and beyond, via:

- (a) Ireland, France, Switzerland, Italy, and Greece,
- (b) Portugal, Spain, Italy, and Greece, and
- (c) Portugal, Spain, and North African points.

SECTION 2

Egyptian rights of transit and stop in U. S. territory.

Airlines of Egypt authorized under the present Agreement are accorded rights of transit and non-traffic stop in United States territory as well as the right to pick up and discharge international traffic in passengers, cargo and mail in the United States on a route or routes as may be determined at a later date from Egypt, via intermediate points to the United States in both directions.

SECTION 3

General principles.

In the establishment and operation of air services covered by this Agreement and its Annex, the following principle shall apply:

Encouragement of air travel.

(1) The two Governments desire to foster and encourage the widest possible distribution of the benefits of air travel for the general good of mankind at the cheapest rates consistent with sound economic principles; and to stimulate international air travel as a means of promoting friendly understanding and good will among peoples and insuring as well the many indirect benefits of this new form of transportation to the common welfare of both countries.

Capacity.

(2) It is the understanding of both Governments that services provided by a designated air carrier under the Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which

such air carrier 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 Annex to the Agreement shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity 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 4

The Contracting Parties should undertake regular and frequent consultation between their respective aeronautical authorities so that there should be close collaboration in the observance of the principles and the implementation of the provisions outlined in the Agreement and its Annex, and in case of dispute the matter shall be settled in accordance with the provisions of Article 10 of the Agreement.

Consultation.

Ante, p. 3827.

وزارة الخارجية
ادارة الشؤون السياسية

اتفاق
بشأن النقل الجوي المدني
بين الولايات المتحدة الامريكية ومصر

تمشيا مع قرار مؤتمر الطيران المدني الدولي الموضح في ٧ ديسمبر سنة ١٩٤٤ بمدينة شيكاغو بولاية ايلينوى بشأن قبول صيغة نموذجية للاتفاقات الخاصة بالطرق والخطوط الجوية الموقتة ورغبة في التعاون على تنشيط وترقية النقل الجوي بين الولايات المتحدة ومصر على اساس اقتصادى سليم .

تقد اتفقت الحكومتان طرفا هذا الاتفاق على ان يوضع انشاؤه وتقدم شروط النقل الجسوى بين التلميها للشروط الآتية :

(المادة الاولى)

يمنح الطرفان المتعاقدان الحقوق المبينة في الملحق المرافق لهذا الاتفاق واللازمة لانشاء الطرق والخطوط الجوية المدنية الموضحة به سواء افتتحت تلك الخطوط في الحال أو فيما بعد حسب اختيار الطرف المتعاقد الذي يمنح له هذه الحقوق .

(المادة الثانية)

أ - يبدأ تشغيل كل من الخطوط الجوية المذكورة بمجرد أن يعين الطرف المتعاقد الممنح له الحقوق بمقتضى المادة الاولى مؤسسة او مؤسسات النقل الجوي التي ستباشر تشغيل ذلك الخط ومع عدم الاخلال بأحكام المادة السادسة يجب على الطرف المتعاقد الذي يمنح تلك الحقوق ان يصدر ترخيص التشغيل اللازم الى تلك المؤسسة او المؤسسات . على انه يجوز قبل ان يرخس بتشغيل الخطوط موضوع هذا الاتفاق ان يطلب من تلك المؤسسات المعنية أن تثبت لسلطات الطيران المختصة التابعة للطرف الذي يمنح الحقوق انه تتوافر فيها الشروط التي تقتضها القوانين واللوائح المعمول بها لدى تلك السلطات كما ان افتتاح تلك الخطوط في مناطق العمليات الحربية او المناطق المحتلة عسكريا او المناطق التي تديرها العمليات الحربية او الاحتلال العسكري يتوقف على موافقة السلطات الحربية المختصة .

ب - من المفهوم انه يجب على اى طرف متعاقد منح حقوقا تجارية بمقتضى هذا الاتفاق ان يباشر هذه الحقوق في أقرب فرصة ممكنة الا في حالة المعز الوقت عن أداء ذلك .

(المادة الثالثة)

تمعا للتصميم وضمانا للمساواة في المعاملة قد اتفق الطرفان المتعاقدان على ما يلي :

أ - لكل من الطرفين المتعاقدين ان يفرض او يسمح بفرض رسوم عادلة ومعقولة نظير استعمال المطارات العامة والانتفاع بالتسهيلات الاخرى التي يخرف عليها . ومن المتفق عليه ان لا تنهد هذه الرسوم عما تدفعه الطائرات الوطنية التي تعمل في خطوط دولية مماثلة عند استعمالها مثل هذه المطارات او انتفاعها بمثل تلك التسهيلات .

(٢)

ب - معامل الوقود وزيوت التشحيم وقطع الغيار التي تدخل اقليم طرف المتعاقد بواسطة الطرف المتعاقد الآخر او بواسطة احد رعاياه - والمخصصة فقط لاستعمال طائرانه - المعاملة الوطنية ومعاملة الدولة الاكثر رعاية وذلك بالنسبة لما يفرضه الطرف المتعاقد السدى تدخل تلك المواد اقليمه من رسوم الجمارك والتفتيش او الرسوم الوطنية الاخرى .

ج - معنى من رسوم الجمارك ورسوم التفتيش وما شابه ذلك من رسوم الوقود وزيوت التشحيم وقطع الغيار والمهمات المعتاد حملها والخزين التي تحملها الطائرات المدنية للمؤسسات الجوية التابعة لأحد الطرفين المتعاقدين والمرخص لها بتشغيل الطرق والخطوط الجوية المبنية في الملحق عند دخولها او ضاربتها اقليم الطرف المتعاقد الآخر حتى او استعملت واستهلكت تلك الطائرات هذه المواد اثنا طيرانها داخل ذلك الاقليم .

(المادة الرابعة)

يعترف كل من الطرفين المتعاقدين بصحة شهادة الصلاحية للطيران وشهادات الاهلية والاجازات الصادرة او المعتمدة من الطرف المتعاقد الآخر لفرض تشغيل الطرق والخطوط الجوية المبنية في الملحق ومع ذلك يحتفظ كل من الطرفين المتعاقدين بحقه في عدم الاعتراف بشهادات الاهلية والاجازات التي تمنحها دولة اخرى لرعاياه فيما يتعلق بالطيران فوق اقليمه .

(المادة الخامسة)

١ - تسرى القوانين والتعليمات المعمول بها لدى احد الطرفين المتعاقدين - والمتعلقة بدخول الطائرات التي تعمل في الملاحة الجوية الدولية في اقليمه او ضاربتها له أو تشغيلها او طيرانها فوقه - على طائرات الطرف المتعاقد الآخر ويجب على هذه الطائرات مراعاتها عند دخول اقليم الطرف الاول او ضاربتها له او اثنا وجودها فيه .

٢ - يجب على ركاب وملاحى الطائرات او من يتوجب عنهم كما يجب بالنسبة للبضائع اثناء قوانين وتعليمات الطرف المتعاقد بشأن دخول الركاب وملاحى الطائرات والبضائع اقليمه او ضاربتهم له مثل تعليمات الدخول والخروج والهجرة وجوازات السفر والجمارك والحجر الصحى وذلك عند دخولهم او ضاربتهم او اثنا بقائهم في اقليم ذلك الطرف المتعاقد .

(المادة السادسة)

يحتفظ كل طرف متعاقد بحقه في إيقاف أو إلغاء شهادة أو ترخيص صادر لمؤسسة نقل جوى تابعة للطرف الآخر في اية حالة لا يمنع فيها بأن جزاً هاماً من ملكية هذه المؤسسة أو ادارتها الفعلية موجود بالفعل في يد رعايا اى من طرفي هذا الاتفاق وكذلك في حالة عدم تنفيذ هذه المؤسسة لقوانين الدولة التي تعمل فوق اقليمها طبقاً لنص المادة الخامسة السابقة او عدم قيامها بالتزاماتها طبقاً لهذا الاتفاق .

(المادة السابعة)

يسجل هذا الاتفاق وجميع العقود المتعلقة به لدى الهيئة المختصة للتسجيلان المدن الدولسى .

(٣)

(المادة الثامنة)

يجوز لكل من الطرفين المتعاقدين ان ينهى الحقوق التي منحها بمقتضى هذا الاتفاق وذلك
بأخطار سابق بمدة سنة للطرف المتعاقدا الآخر .

(المادة التاسعة)

إذا رغب أى من الطرفين المتعاقدين في تعديل الطرق او الشروط الواردة في الملحق
الموافق فله الحق في طلب الدخول في مباحثات بين السلطات المختصة لدى كل من الطرفين
المتعاقدين وفي هذه الحالة تبدأ المباحثات المذكورة في خلال ستين يوماً من الطلب .
وعندما تتفق هذه السلطات على شروط جديدة او معدلة مما يؤثر في الملحق تصبح توصياتهما
صارية المفعول بعد تبادل المذكرات السياسية المؤيدة لها .

(المادة العاشرة)

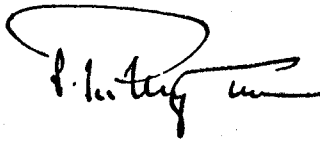
يرفع الى المجلس الموقت للهيئة الموقته للطيران المدني الدولي لعمل تقرير استشاري
(طبقاً لأحكام المادة ٣ من القسم السادس (٨) من الاتفاق الموقت بشأن الطيران المدني
الدولي الموقع بمشيكاغو في ديسمبر سنة ١٩٤٤) اول من يخلف هذا المجلس كل خلاف بين
الطرفين المتعاقدين في تفسير او تطبيق هذا الاتفاق او الملحق الموافق له اذا لم تتجسج
المباحثات بين الطرفين في فض الخلاف .

(المادة الحادية عشرة)

تسرى شروط هذا الاتفاق من تاريخ توقيعه وتبلغ الحكومة المصرية حكومة الولايات
المتحدة اعتماداً من البرلمان المصري .
وستمتنبر حكومة الولايات المتحدة الاتفاق نهائياً من تاريخ هذا التبليغ من جانب الحكومة
المصرية .

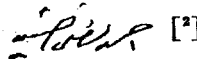
حرر بالقاهرة من اصلين كل منهما باللغتين الانكليزية والعربية ولكل من النصين نفس
القوة الرسمية في يوم ١٥ رجب سنة ١٣٦٥ هـ (١٥ يونيو سنة ١٩٤٦ م) .

عن حكومة الولايات المتحدة الامريكية



[1]

عن الحكومة الملكية المصرية



[2]

[1] [S. Pinkney Tuck]

[2] [A. Loutfy El-Sayed]

(٤)

ملحق لاتفاق النقل الجوي المدنى بين الولايات المتحدة الامريكية و مصر

القسم الأول

تمنح مؤسسات النقل الجوي للولايات المتحدة الامريكية المرخص لها طبقا لهذا الاتفاق حقوق المرور والهبوط لغير الاغراض التجارية في اقليم المملكة المصرية وكذلك حق اخذ وانزال ما يشمله النقل الدولى من ركاب وبضائع ويهد من القاهرة وفيها على الطرق الآتية في كلا الاتجاهين :

من الولايات المتحدة الى مصر (القاهرة) ثم الى فلسطين (اللد) والعراق (البصرة) والمملكة العربية السعودية (ضهران) وما يليها عن طريق :

- أ - ايرلندا وفرنسا وسويسرا واطالها واليونان
- ب - البرتغال واسبانيا واطالها واليونان
- ج - البرتغال واسبانيا ومناطق شمال افريقيا

القسم الثانى

تمنح مؤسسات النقل الجوي للمملكة المصرية المرخص لها طبقا لهذا الاتفاق حقوق المرور والهبوط لغير الاغراض التجارية في اقليم الولايات المتحدة وكذلك حق اخذ وانزال ما يشمله النقل الجوي من ركاب وبضائع ويهد في الولايات المتحدة وذلك عن الطريق او الطرق التى تقر فيها بعد وذلك ما بين مصر والولايات المتحدة عن طريق نقط متوسطة وفي كلا الاتجاهين .

القسم الثالث

تطبق القواعد الآتية في انشا' وتشغيل الخطوط الجوية التى يشملها هذا الاتفاق وملحقه :

(١) ترغب كل من الحكومتين في ان تساعد وتشجع على التوسع الى أقصى حد ممكن في تعمير نفع الاسفار الجوية لصالح الانسانية العام بأقل الاجور التى تتفق وقواعد الاقتصاد الصحيحة كما ترغب في تنشيط الاسفار الجوية الدولية كوسيلة لانما' التفاهم الودى وحسن النية بين الشعوب وكذلك في تحقيق المزايا العديدة غير المباشرة التى تقدمها هذه الوسيلة الجديدة للنقل وذلك للصالح المشترك للدولتين .

(٢) من المفهوم لدى كل من الحكومتين ان الضرر الاساسى من الخطوط التى تقوم بهها مؤسسة النقل الجوي الممينة طبقا لشروط هذا الاتفاق والملحق المرافق له هو ان تقدم الحمولة التى تناسب حاجات النقل بين الدولة التى تنتمىها تلك المؤسسة والدولة التى ينتهى اليها النقل - كما أن حق هذه المؤسسات في اخذ او انزال تجارة دولية مرسله الى او آتية من دول ثالثة في نقطة او نقط من الطرق الممينة في الملحق لهذا الاتفاق سوف يستعمل طبقا للمبادئ العامة للتقدم المنظم التى يساهم فيها الطرفان كما يخضع للقواعد العامة من ان الحمولة تنصب الى

- أ - حاجات النقل بين الدولة التى يبدأ منها الخط والدولة التى ينتهى فيها .
- ب - حاجات تشغيل الخط الجوي الطوالى .
- ج - حاجات النقل بالمناطق التى يخترقها الخط الجوى مع مراعاة الخطوط المحلية وخطوط المنطقة .

القسم الرابع

يشهد الطرفان المتعاقدان بأن تقوم سلطات الطيران لدى كل منهما بملاحظات منظمة ودورية فيما بينهما وذلك لاجاد تعاون وثيق على مراعاة القواعد وتنفيذ مقتضيات الصوص الممينة في الاتفاقية والملحق المرافق لها وحل اى خلاف طبقا لاحكام المادة العاشرة من الاتفاق

January 21, February
11, March 5, 13, 1946
[T. I. A. S. 1728]

Agreement between the United States of America and the Netherlands respecting passport visa fees. Effected by exchanges of notes dated at The Hague January 21, February 11, and March 5 and 13, 1946; entered into force March 13, 1946.

*The American Embassy to the Royal Netherlands Ministry for
Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 238

The Embassy of the United States of America presents its compliments to the Royal Netherlands Ministry for Foreign Affairs and, with reference to the Ministry's note No. 8149 of October 20, 1945, [¹] has the honor to state that the non-immigrant passport visa fees would be waived by the United States Government on a reciprocal basis for all Netherlands nationals wherever they may be resident.

It is hoped that in the light of the foregoing assurance the Ministry will be in a position to advise the Embassy at an early date regarding the willingness of the Netherlands Government to revive the reciprocal agreement between the Government of the United States and the Netherlands Government for the waiving of fees for passport visas to non-immigrants.

THE HAGUE, *January 21, 1946.*

JWB

¹ [Not printed.]

*The Royal Netherlands Ministry for Foreign Affairs to the
American Embassy*



NOTE.

Division for Administrative Affairs.
No. 6325.

The Royal Netherlands Ministry for Foreign Affairs presents its compliments to the Embassy of the United States of America and, in reply to the Embassy's note No. 238 of January 21, 1946, has the honor to state that the Netherlands Government is quite willing to accept the proposal to waive fees for passports visas to nonimmigrants on a reciprocal basis for American citizens and Netherlands nationals wherever they may be resident.

The Ministry for Foreign Affairs would be glad to learn at as early a date as possible if the Government of the United States of America agrees to put this new understanding into force on the 15th of March next.

The Hague, February 11th 1946.



To the Embassy of the
United States of America.

*The American Embassy to the Royal Netherlands Ministry for
Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 273

The Embassy of the United States of America presents its compliments to the Royal Netherlands Ministry for Foreign Affairs, and has the honor to refer to the Ministry's note No. 6325, of February 11, 1946, in regard to the reciprocal waiving of passport visa fees for American citizens and Netherlands nationals who are non-immigrants.

Effective date.

Under instructions, the Embassy proposes that April 15, 1946, be adopted as the date upon which there shall become effective the waiving of passport visa fees for American citizens who are proceeding as non-immigrants to the Netherlands and overseas territories of the Netherlands and for Netherlands subjects who are proceeding as non-immigrants to the territorial and insular possessions of the United States.

In order that there may be sufficient time for the notification of the appropriate authorities, it would be appreciated if the Ministry would be good enough to inform the Embassy at an early date of the Netherlands Government's acceptance of the foregoing.

THE HAGUE, *March 5, 1946.*

SKH

*The Royal Netherlands Ministry for Foreign Affairs to the
American Embassy*



Administrative and Legal Department

No.19487

The Ministry for Foreign Affairs begs to acknowledge receipt of the note of March 5th 1946 No.273 of the Embassy of the United States of America and in reply has the honor to state that the Netherlands Government fully agree with the proposal that April 15th 1946 shall be adopted as the date upon which shall become effective the waiving of fees for passportvisas for American citizens who are proceeding as non-immigrants to the Netherlands and overseas territories of the Netherlands and for Netherlands subjects who are proceeding as non-immigrants to the territorial and insular possessions of the United States.

Instructions in conformity with the foregoing have been forwarded to the Netherlands representatives abroad.

JK.

The Hague, March 13th 1946



To the Embassy of the United States of America.

July 30, August
20, 1947

[T. I. A. S. 1729]

Agreement between the United States of America and the Netherlands respecting passport visas. Effected by exchange of notes dated at The Hague July 30 and August 20, 1947; entered into force August 20, 1947.

The Netherlands Ministry of Foreign Affairs to the American Embassy

MIN. VAN BUITENLANDSCHE ZAKEN

Administrative and Legal Department.

No. 63638.

Referring to the American Embassy's Memorandum of June 12th, 1947,¹ the Ministry of Foreign Affairs has the honour to inform the Embassy that the Netherlands Government have decided to waive from the 15th of August next all visa requirements for American citizens who are the rightful bearers of valid American passports and who wish to proceed to the Netherlands either for a short stay or for transit.

The foregoing does not apply to the Netherlands overseas territories.

It should be well understood that otherwise the Netherlands legislation concerning sojourn, establishment and employment of foreigners in this country remains applicable to American citizens as before.

The Ministry of Foreign Affairs has noted with pleasure that the American Government contemplate granting to Netherlands subjects who intend to pay a temporary visit to the United States non-immigrant visas which would be valid for presentation at a port of entry at any time, or any number of times during a period of two years, provided that the passport of the applicant is valid for such period. Should the passport not be valid for the full period of two years at the time the visa is granted but later on be extended by the proper authorities for the full period of two years or more, the visa would be considered as valid for the full period of two years.

The Ministry of Foreign Affairs would appreciate very much if the necessary instructions to that effect could be issued as soon as possible to all American representatives concerned abroad and to learn when those instructions will come into force.

The Hague, 30th July, 1947.

To the American Embassy,



¹ [Not printed.]

The American Embassy to the Netherlands Ministry of Foreign Affairs

No. 101

The Embassy of the United States of America presents its compliments to the Royal Netherlands Ministry for Foreign Affairs, and has the honor to acknowledge with pleasure the Ministry's Note No. 63638 of July 30, 1947, regarding the decision of the Netherlands Government to waive from the 15th of August, 1947, all visa requirements for American citizens who are the rightful bearers of valid American passports and who wish to proceed to the Netherlands either for a short stay or for transit.

It is understood that the waiver does not apply to the Netherlands overseas territories and that Netherlands legislation concerning sojourn, establishment and employment of foreigners remains applicable to American citizens as before.

Pursuant to instructions from the Department of State, the Embassy may now inform the Ministry that American Consular Officers are being instructed, effective September 1, 1947, to grant non-immigrant visas valid for twenty-four months to Netherlands subjects as long as visa requirements are waived for American citizens proceeding to the Netherlands for a visit or in transit. Visas issued to government officials and members of international organizations under Sections 3(1) and 3(7) of the United States immigration laws will continue to be issued valid for twelve months. The waiver of passport visa fees for non-immigrant temporary visitors is continued.

In considering the period of validity for two years it should be understood that the visas granted would be valid for presentation at a port of entry at any time, or any number of times, during the two year period. It would have no relation to the period of stay in the country which may be granted to the bearer of such a visa if he is admitted into the country after inspection at the port of entry. In accordance with existing procedure, the immigration officials at the port of entry would continue to specify the authorized length of stay of an alien for each visit. In general the passport of an alien must be valid for a period of at least 60 days beyond the period of the alien's contemplated stay in the United States.

No visa granted for a period of two years would be valid for such period unless the passport or other acceptable travel document of the bearer is valid for such period. However, if the passport or travel document is not valid for the full period of two years at the time the visa is granted the passport or travel document may be extended by the issuing authority for the full period of two years or more, in which event the visa would be considered as valid for the full period of two years.

W. D. F.

THE HAGUE,
August 20, 1947.

July 18, 1946
[T. I. A. S. 1731]

Understanding between the United States of America and France respecting the allocation of proceeds from the liquidation of German property in Sweden. Effected by exchange of notes dated at Washington July 18, 1946; entered into force July 18, 1946.

The Chief of the United States Delegation to the Chief of the French Delegation

WASHINGTON, D. C.

July 18, 1946

DEAR MR. VALENSI:

On behalf of my Government, I may confirm to you the following understanding with respect to the allocation of the proceeds of the German assets to be received from Sweden as a result of the recent Swedish-Allied negotiations in Washington:

61 Stat., Pt. 3, p. 3191.

1. The sums to be divided are 75 million kronor referred to in paragraph 2 of the letter of today dealing with the Swedish "contributions" and 150 million kronor referred to in paragraph 2 of the principal letter of today on German assets. The Swedish Government has indicated its preferences with regard to the use of these sums. Accordingly, applying the proportions agreed in the Paris Reparation Agreement and having regard to the preferences of the Swedish Government, it is estimated that a sum of 12 million kronor will remain after the countries other than the U.S., U.K. and France have been allotted their full shares out of this sum of 75 million kronor which alone is available to cover their shares.

61 Stat., Pt. 3, p. 3207.

61 Stat., Pt. 3, p. 3191.

61 Stat., Pt. 3, p. 3159.

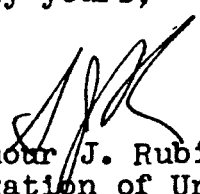
2. It is agreed that this entire sum of 12 million kronor will be allocated to France. In return, the amount which the U.K. and the U.S. would be entitled to receive from this sum will be included in the shares which these two countries will receive from the 150 million kronor referred to in the principal letter. It is estimated that on the basis of the proportions agreed in the Paris Reparation Agreement this will have the effect that, of those 150 million kronor, France will receive 24 million kronor and the U.K. and the U.S. will each receive 63 million kronor.

61 Stat., Pt. 3, p. 3191.

61 Stat., Pt. 3, p. 3159.

3. It is understood that the U.K. Representative is addressing a similar note to you, and that this understanding is to be notified to the Inter-Allied Reparation Agency.

Very truly yours,


Seymour J. Rubin
Chief of Delegation of United States

M. CHRISTIAN VALENSI
Chief of French Delegation

*The Chief of the French Delegation to the Chief of the
United States Delegation*

WASHINGTON, D.C., 18 Juillet 1946.

CHER MONSIEUR RUBIN,

J'ai l'honneur d'accuser reception de votre lettre de ce jour ainsi concue:

"Au nom de mon Gouvernement, je suis en mesure de vous confirmer l'accord suivant en ce qui concerne la repartition du produit des avoirs allemands a recevoir de la Suede comme suite aux negociations qui ont eu lieu recemment entre la Suede et les Allies:

1) Les sommes a repartir comprennent 75 millions de couronnes vises au paragraphe 2 de la lettre de ce jour relative a la 'contribution' suedoise et 150 millions de couronnes vises au paragraphe 2 de la lettre principale de ce jour sur les avoirs allemands. Le Gouvernement suedois a indique ses preferences en ce qui concerne l'emploi de ces sommes. En consequence, en appliquant les pourcentages convenus dans l'Accord de Paris sur les Reparations et en tenant compte des preferences du Gouvernement suedois, il est estime qu'il restera une somme de 12 millions de couronnes, apres qu'il ait ete attribue aux pays autres que les Etats-Unis, le Royaume-Uni et la France la totalite de leurs quote-parts sur cette somme de 75 millions de couronnes, laquelle peut seule etre affectee a ces quote-parts.

2) Il est convenu que la totalite de cette somme de 12 millions de couronnes sera allouee a la France. En contrepartie, la fraction de cette somme a laquelle les Etats-Unis et le Royaume-Uni auraient eu droit sera comprise dans les parts que ces deux pays recevront respectivement sur les 150 millions de couronnes vises dans la lettre principale. Il est estime que, sur la base des pourcentages convenus dans l'Accord de Paris sur les Reparations, cela aura pour effet que, de ces 150 millions de couronnes, la France recevra 24 millions, et le Royaume-Uni et les Etats-Unis recevront chacun 63 millions de couronnes.

3) Il est entendu que le representant du Royaume-Uni vous adresse une lettre semblable a celle-ci, et que cet accord doit etre notifie a l'Agence Interalliee des Reparations."

Et de vous confirmer l'accord exprime dans cette lettre./.

Veuillez agreer, cher Monsieur Rubin, l'assurance de ma haute consideration.

Christian Valensi

CHRISTIAN VALENSI
REPRESENTANT DU GOUVERNEMENT PROVISOIRE DE LA
REPUELIQUE FRANCAISE

MONSIEUR SEYMOUR J. RUBIN,
Departement d'Etat,
Washington, D.C.

WASHINGTON, D.C.

July 18, 1946.

DEAR MR. RUBIN:

I have the honor to acknowledge receipt of your letter of today in the following terms:

"On behalf of my Government, I may confirm to you the following understanding with respect to the allocation of the proceeds of the German assets to be received from Sweden as a result of the recent Swedish-Allied negotiations in Washington:

61 Stat., Pt. 3, p. 3191.

1) The sums to be divided are 75 million kronor referred to in paragraph 2 of the letter of today dealing with the Swedish "contribution" and 150 million kronor referred to in paragraph 2 of the principal letter of today on German assets. The Swedish Government has indicated its preferences with regard to the use of the sums. Accordingly, applying the proportions agreed in the Paris Reparation Agreement and having regard to the preferences of the Swedish Government, it is estimated that a sum of 12 million kronor will remain after the countries other than the United States, the United Kingdom and France have been allotted their full shares out of this sum of 75 million kronor which alone is available to cover their shares.

61 Stat., Pt. 3, p. 3207.

61 Stat., Pt. 3, p. 3191.

61 Stat., Pt. 3, p. 3159.

2) It is agreed that this entire sum of 12 million kronor will be allocated to France. In return, the amount which the United Kingdom and the United States would be entitled to receive from this sum will be included in the shares which these two countries will receive from the 150 million kronor referred to in the principal letter. It is estimated that on the basis of the proportions agreed in the Paris Reparation Agreement this will have the effect that, of those 150 million kronor, France will receive 24 million kronor and the United Kingdom and the United States will each receive 63 million kronor.

61 Stat., Pt. 3, p. 3191.

61 Stat., Pt. 3, p. 3159.

3) It is understood that the United Kingdom Representative is addressing a similar note to you, and that this understanding is to be notified to the Inter-Allied Reparation Agency."

and to confirm to you the understanding expressed therein.

VERY TRULY YOURS,



CHRISTIAN VALENSI
CHIEF OF THE FRENCH DELEGATION

MR. SEYMOUR J. RUBIN,
Department of State,
Washington, D. C.

Agreement between the United States of America and Australia respecting air service facilities at Eagle Farm and Amberley in Australia. Signed at Canberra March 10, 1947; entered into force March 10, 1947.

March 10, 1947
[T. I. A. S. 1732]

AGREEMENT
BETWEEN
THE GOVERNMENT OF AUSTRALIA
AND
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA

**AGREEMENT BETWEEN THE GOVERNMENT OF AUSTRALIA
AND THE GOVERNMENT OF THE UNITED STATES OF
AMERICA.**

Transfer of air facilities, etc.

The Government of Australia, in consideration of the transfer to the Government of Australia by the Government of the United States of America of certain air navigation, air communication and weather facilities situated at Eagle Farm and Amberley in the State of Queensland in Australia (in this Agreement referred to as "the facilities") agrees with the Government of the United States of America as follows.

Operation and maintenance.

I. To operate and maintain the facilities continuously in a manner adequate for the air traffic operating to and away from the Eagle Farm aerodrome and along the recognised international air routes converging on that aerodrome, and, to ensure this standard of service, to abide by approved Provisional International Civil Aviation Organisation standards of operation unless and until those standards are changed by any other international agreement to which the Government of Australia and the Government of the United States are both parties.

II. To provide the full service of all facilities to all aircraft on a non-discriminatory basis with charges, if any, only for non-operational messages until an international agreement on charges has been promulgated by the Provisional International Civil Aviation Organisation.

III. To transmit weather reports as prescribed by the Weather Service of the United States to designated stations of the United States and to such other stations as are necessary to ensure an integrated meteorological network for international air-routes unless and until other provision is made by international agreement to which the Government of the United States is a party concerning civil and military meteorological requirements.

IV. To continue the operation of all types of facilities at their original locations or on new locations mutually agreed by the Government of Australia and the Government of the United States until new facilities are installed in accordance with the standards promulgated by the Provisional International Civil Aviation Organisation or until it is mutually agreed by the Government of Australia and the Government of the United States that there is no longer a need for the original facilities, it being understood that such of the original facilities as are devoted to the aeronautical communication service will be devoted exclusively to that service and will not be diverted to the general communication service.

V. To provide English speaking operators at air-to-ground and control tower communication positions until regulations covering such

voice transmissions are promulgated by the Provisional International Civil Aviation Organisation and further, until such regulations are promulgated, to grant permission to a representative of the United States air carriers authorised to serve an aerodrome to enter its control tower and, when in the opinion of the representative a case of necessity exists, to talk to the pilot of any United States aircraft flying in the vicinity of the aerodrome.

VI. To select radio frequencies for air-to-ground and control tower operations at an aerodrome only after co-ordination with the United States air carriers using the aerodrome and with adjacent stations in the recognised international air routes converging on the aerodrome in order to minimise —

- (a) radio interference; and
- (b) the number of frequencies required to be operated by aircraft.

VII. To authorise and facilitate day-to-day adjustment in aeronautical communication service matters by direct communication between the operating agency of the Government of Australia and the service agency of the Government of the United States, United States air carriers or a communication company representing one or more of them.

VIII. To authorise United States air carriers of the Civil Aeronautics Administration of the United States to designate a technical officer to advise and assist the agency designated by the Government of Australia to operate the facilities insofar as they relate to the safety and efficiency of the United States airline operations. This designation is to continue as long as it is useful to United States air carriers.

Technical officer.

IN FAITH WHEREOF the Plenipotentiaries of the Government of Australia and the Government of the United States of America have hereunto signed their names.

DONE in duplicate at Canberra this tenth day of March, in the year of Our Lord, One thousand nine hundred and forty-seven.

For the Government of Australia.

H EVATT

For the Government of the United States of America.

ROBERT BUTLER

February 10, 1947
[T. I. A. S. 1733]

Protocol between the United States of America, the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland, and France respecting the establishment of a Four Power Naval Commission, the disposal of excess units of the Italian fleet, and the return by the Soviet Union of United States and British warships on loan. Signed at Paris February 10, 1947; entered into force February 10, 1947.

PROTOCOL

on the Establishment of a Four Power Naval Commission, the Disposal of Excess Units of the Italian Fleet, and the Return by the Soviet Union of warships on loan.

PART I.

WHEREAS the Treaty of Peace with Italy provides that all the excess units of the Italian Fleet, as listed in Annex XII B of the said Treaty, shall be placed at the disposal of the Governments of the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland, the United States of America, and of France;

AND WHEREAS it is necessary to make provision for the final disposal among certain Allied and Associated Powers of the said excess units;

The Governments of the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland, the United States of America, and of France have therefore agreed as follows:

1.— The excess units of the Italian Fleet as listed in Annex XII B of the Treaty of Peace with Italy, and as finally verified on 1st January 1947, shall be allocated as set out in the Annex of this Protocol. No modification of the list of ships in Annex XII B will be accepted, irrespective of the date of any damage to or loss of such ships, the Italian Government being held responsible for the security and maintenance of such excess units up to the time at which each transfer is completed.

2.— Upon transfer by the Italian Government, the vessels concerned shall respectively vest in full ownership in the States hereby becoming entitled thereto, subject to the following exceptions:

(a) The Governments of the Soviet Union and of France take note: that the Governments of the United Kingdom and of the United States of America have undertaken to meet, at least in part, and out of the tonnage at their disposal, the claims of certain other Powers for Italian naval vessels; furthermore, that in regard to any such Italian naval vessels as the Government of the United States

61 Stat., Pt. 2, p. 1461.

Allocation of excess units of Italian fleet.
61 Stat., Pt. 2, p. 1461.

Post, p. 3849.

Ownership.

of America may elect to transfer to other Powers, the Government of the United States of America will accept temporary custody only, and, upon transfer of custody by the United States Government to any such Power, full ownership will pass from the Italian Government to that Power.

(b) None of the Governments concerned shall be obliged to accept any ship assigned to it under this Protocol if such Government deems the ship unsuitable for its purpose, but in that case the Four Powers shall ensure that such ship, unless it is an auxiliary naval vessel, be scrapped or sunk by the Italian Government within nine months from the coming into force of the Treaty.

61 Stat., Pt. 2, p. 1245.

Four Power Naval Commission.

- 3.- A Commission, to be known as the Four Power Naval Commission, shall be set up, to meet for the first time immediately after the signature both of the Treaty of Peace with Italy and of this Protocol. This Commission shall make all detailed arrangements necessary to effect the transfer of the excess units of the Italian Fleet, together with their spare parts and armament stores, to the beneficiary Powers, in conformity with the naval clauses of the said Treaty.
- 4.- By invitation of the French Government, the Commission will meet in Paris, where it will operate under the authority of the Council of Foreign Ministers, and carry out all preliminary work practicable prior to the coming into force of the Treaty.
- 5.- Upon the coming into force of the Treaty, the Commission will move to Rome, where it will operate under the authority of the Ambassadors of the Soviet Union, the United Kingdom, the United States of America and of France.
- 6.- All orders and instructions by the Commission shall be issued in the name of the Four Ambassadors, and shall be communicated by them to the Italian Government for execution.
- 7.- The Commission shall have the right to co-opt the services of representatives of Greece, Yugoslavia and Albania, when matters affecting these States are under discussion, and to call for such Italian representation as may be found necessary to the execution of the work of the Commission.
- 8.- The Annex to this Protocol will be published at a later date.

Post, p. 3849.

PART II.

AND WHEREAS, by agreement between the Governments of the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland, and the United States of America, certain warships of the Royal Navy and of the United States Navy were, in 1944, transferred on loan to the Government of the Soviet Union;

AND WHEREAS it is necessary to make provision for the return to the Governments of the United Kingdom and of the United States of America of the aforementioned warships now on loan;

The Governments of the Union of Soviet Socialist Republics, the

United Kingdom of Great Britain and Northern Ireland, and the United States of America have further agreed as follows :

Return of vessels on loan to Soviet Union.

- 9.— The representatives of the abovementioned three Governments on the Commission shall coordinate the arrangements for the return to the Governments of the United States of America and of the United Kingdom of the vessels on loan to the Government of the Soviet Union, as listed in paragraph 10 below. The return of such vessels to United Kingdom and United States ports shall, as far as possible, be effected simultaneously with the transfer to the Soviet Union of the excess units of the Italian Fleet allocated to her.

10.— List of Vessels on Loan from the United Kingdom

	<i>British Name</i>	<i>Temporary Russian Name</i>
<u>Battleship</u>	ROYAL SOVEREIGN	ARCHANGELSK
<u>Destroyers</u>	ST ALBANS	DOSTOINY
	BRIGHTON	ZHARKY
	RICHMOND	ZHYVUCHY
	CHELSEA	DERZKY
	LEAMINGTON	ZHGUCHY
	ROXBURGH	DOBLESTNY
	GEORGETOWN	ZHOSTKY
<u>Submarines</u>	UNBROKEN	B.2
	UNISON	B.3
	URSULA	B.4

Vessel on Loan from the United States

	<i>United States Name</i>	<i>Temporary Russian Name</i>
<u>Cruiser</u>	MILWAUKEE	MURMANSK

Effective date; authentic texts.

In faith whereof the Undersigned Plenipotentiaries have signed the present Protocol, which will take effect immediately, the English, French and Russian texts [1] being equally authentic.

Done in Paris this 10th day of February 1947

FOR THE GOVERNMENT OF THE
UNION OF SOVIET SOCIALIST REPUBLICS :

A BOGOMOLOV.

[SEAL]

FOR THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND :

DUFF COOPER

[SEAL]

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA :

JEFFERSON CAFFERY

[SEAL]

FOR THE GOVERNMENT OF
FRANCE :

G BIDAULT

[SEAL]

¹ [French and Russian language texts are deposited with the Protocol in the archives of the Department of State.]

ANNEX

ALLOCATION OF UNITS OF THE ITALIAN FLEET SPECIFIED IN ANNEX XII B OF THE TREATY OF PEACE WITH ITALY.

Type	Union of Soviet Socialist Republics	United Kingdom of Great Britain and Northern Ireland	United States of America	France	Greece	Yugoslavia	Albania
Battleships	GIULIO CESARE	VITTORIO VENETO	ITALIA				
Cruisers	EMANUELE FILIBERTO DUCA D'AOSTA			ATILIO REGOLO POMPEIO MAGNO SCIPIONE AFRICANO	EUGENIO di SAVOIA		
Sloop				ERITREA			
Destroyers	ARTIGLIERE FUCILIERE AUGUSTO RIBOTY			LEGIONARIO MITRAGLIERE ALFREDO ORIANI VELITE			
Torpedo boats	ANIMOSO ARDIMENTOSO FORTUNALE					ALISEO ARIETE INDOMITO	
Submarines	MAREA NICHELIO	ALAGI ATROPO	DANDOLO PLATINO	GIADA VORTICE			
Motor torpedo boats	MS. Nos. 52, 53, 61 65, 75 MAS. Nos. 516, 519, 520, 521 ME. No. 40	MS. Nos. 72, 73, 74 MAS. Nos. 433, 434, 510, 514 ME. No. 41	MS. Nos. 11, 24 31 MAS. Nos. 523, 538, 547, 562. ME. No. 38	MS. Nos. 35, 54, 55 MAS. Nos. 540, 543, 545			
Gunboat							
Minesweepers						RD. Nos. 6, 16 21, 25, 27, 28, 29	ILLYRIA
Vedettes	VAS. Nos. 245, 246, 248			VAS. Nos. 237, 240, 241			
Landing Craft	MZ. Nos. 778, 780, 781.	MZ. Nos. 784, 800, 831.	MZ. Nos. 744, 758, 776.	MZ. Nos. 722, 726 728, 729, 737		MZ. Nos. 713, 717	
Tankers	STIGE		PROMETEO	TARVISIO URANO			

ALLOCATION OF UNITS OF THE ITALIAN FLEET SPECIFIED IN ANNEX XII B OF THE TREATY OF PEACE WITH ITALY.—Continued

Type	Union of Soviet Socialist Republics	United Kingdom of Great Britain and Northern Ireland	United States of America	France	Greece	Yugoslavia	Albania
Water Carriers	BASENTO ISTRIA LIRI POLCEVERA	METAURO TIMAVO	DALMAZIA IDRIA	ANAPO BISAGNO SPRUGOLA TIRSO	ATERNO	ISARCO	
Depot Ship		ANTEO					
Training Ship	ORISTOFORO CO- LOMBO						
Auxiliary Mine- layer		FASANA					
Transports	MONTECUCCO	GIUSEPPE MES- SINA		PANIGAGLIA			
Tugs (Large)	CAPO d'ISTRIA LAMPEDUSA PORTO ADRIANO RAPALLO SAN ANGELO TALAMONE TIFEO VIGOROSO	CARBONARA LISCANERA MESCO PROCIDA SALVORE SAN ANTIOCO	ARSACHENA CEFALU GAETA MARECHIARO PORTO TORRES TEULADA	ERCOLE LIPARI NEREO PORTO QUIETO PORTO TRICASE PROMONTORE TAORMINA VADO		BASILUZZO MOLARA PORTO CONTE SAN REMO	
Tugs (Small)	N. Nos. 35, 37, 80, 94	N. Nos. 2, 3, 24	GENERALE VA L- FRE NOLI VOLOSCA	LICATA N. Nos. 23, 28, 36			

Arrangement between the United States of America and Denmark respecting air service facilities at Kastrup airport in Denmark. Effected by exchange of notes signed at Copenhagen September 26 and October 1, 1946; entered into force October 1, 1946.

September 26,
October 1, 1946
[T. I. A. S. 1734]

The American Minister to the Danish Minister for Foreign Affairs

AMERICAN LEGATION
Copenhagen, Denmark
September 26, 1946

No. 304

EXCELLENCY:

I have the honor to refer to the Legation's Aide Memoire of April 30, 1946, [1] with regard to the United States Army air navigation, air communication and weather facilities located at Kastrup airport and to the communication of July 9, 1946, [1] from Direktøren for Luftfartsvaesenet on the same subject.

U. S. facilities at
Kastrup airport.

I am instructed by my Government to inform Your Excellency that my Government is prepared to turn over to the Royal Danish Government the facilities mentioned above, under the following arrangement:

"The Danish Government agree:

Operation and main-
tenance by Danish
Government.

1. To operate and maintain the facilities in a manner adequate for the air traffic in the airport at which the facilities are located and along the recognized international air routes converging on that airport and in pursuance of the rules for the time being in force within PICAO, of which Denmark is a member.

2. To provide on a non-discriminatory basis the service of the facilities to all aircraft under the rules of PICAO. All messages permitted under PICAO shall be conveyed, and computation of charges, if any, shall also be made in pursuance of the rules of PICAO.

3. To instruct the Danish Meteorological Aeronautical Service to take care that the messages necessary for the air traffic and the meteorological institutions are transmitted according to the rules laid down by PICAO and OMI, and to transmit to aircraft over Danish territory the messages necessary for the air traffic.

4. To keep and operate the facilities in the airport of Copenhagen until new facilities are supplied in pursuance of the rules fixed by PICAO, or until it may be agreed upon between the Danish and United States Governments that there is no longer a need for the original facilities for complying with PICAO's rules. The Danish Government agree that the facilities will be devoted exclusively to the aeronautical service and will not be diverted to other communication service.

Airport of Copen-
hagen.

¹ [Not printed.]

5. To provide staff at the air, ground, and tower services in pursuance of the PICAQ's rules. The Danish authorities will, if and when in their opinion it is of importance for the service, call in a representative of the owner of the aircraft concerned.

6. To use to the necessary extent the frequencies for air, ground, and control tower operations laid down by PICAQ.

7. To permit direct contact between the Sections of the Civil Air Department in the airport of Copenhagen and the local representatives of USA airlines.

The United States Government agrees:

1. To include in the transfer of the facilities one year's consumption of maintenance parts and expendable supplies, wherever their stocks permit.

2. To do everything possible to assist the Government of Denmark or its representatives in purchasing through regular commercial channels maintenance parts and expendable supplies for the operation of the facilities."

I should appreciate being advised by Your Excellency whether the Royal Danish Government is likewise agreeable to this arrangement so that necessary documents of transfer may be completed by the competent authorities of our two Governments.

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

JOSIAH MARVEL, JR.

His Excellency

GUSTAV RASMUSSEN

*Royal Minister for Foreign Affairs,
Copenhagen*

The Danish Minister for Foreign Affairs to the American Minister

UDENRIGSMINISTERIET.

Ø. P. III. Journal Nr. 93 Dan. 1/3.

COPENHAGEN, *October 1, 1946.*

MONSIEUR LE MINISTRE,

I have the honour to acknowledge with thanks the receipt of your note No. 304 of September 26, 1946, in which you have been good enough to inform me of the terms of an arrangement between Denmark and the United States of America, under which the American Government is prepared to transfer to the Danish Government the United States Army air navigation, air communication and weather facilities located at Kastrup airport.

In reply, I have the honour to inform you, that the Danish Government accept this arrangement, which reads as follows:

“The Danish Government agree:

1. To operate and maintain the facilities in a manner adequate for the air traffic in the airport at which the facilities are located and along the recognized international air routes converging on that airport and in pursuance of the rules for the time being in force within P_{ICAO}, of which Denmark is a member.

2. To provide on a non-discriminatory basis the service of the facilities to all aircraft under the rules of P_{ICAO}. All messages permitted under P_{ICAO} shall be conveyed, and computation of charges, if any, shall also be made in pursuance of the rules of P_{ICAO}.

3. To instruct the Danish Meteorological Aeronautical Service to take care that the messages necessary for the air traffic and the meteorological institutions are transmitted according to the rules laid down by P_{ICAO} and OMI, and to transmit to aircraft over Danish territory the messages necessary for the air traffic.

4. To keep and operate the facilities in the airport of Copenhagen until new facilities are supplied in pursuance of the rules fixed by P_{ICAO}, or until it may be agreed upon between the Danish and United States Governments that there is no longer a need for the original facilities for complying with P_{ICAO}'s rules. The Danish Government agree that the facilities will be devoted exclusively to the aeronautical service and will not be diverted to other communication service.

5. To provide staff at the air, ground, and tower services in pursuance of the P_{ICAO}'s rules. The Danish authorities will, if and when in their opinion it is of importance for the service, call in a representative of the owner of the aircraft concerned.

6. To use to the necessary extent the frequencies for air, ground, and control tower operations laid down by P_{ICAO}.

7. To permit direct contact between the Sections of the Civil Air Department in the airport of Copenhagen and the local representatives of USA airlines.

The United States Government agrees:

1. To include in the transfer of the facilities one year's consumption of maintenance parts and expendable supplies, wherever their stocks permit.

2. To do everything possible to assist the Government of Denmark or its representatives in purchasing through regular commercial channels maintenance parts and expendable supplies for the operation of the facilities.”

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

GUSTAV RASMUSSEN.

Monsieur JOSIAH MARVEL, jr.,
Minister of the United States of America,
Copenhagen.

*Agreement between the United States of America and Siam respecting
air service facilities at Don Muang airport and Bangkok in Siam.
Signed at Bangkok May 8, 1947; entered into force May 8, 1947.*

May 8, 1947
[T. I. A. S. 1735]

**AGREEMENT
BETWEEN
THE GOVERNMENT OF SIAM
AND
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA**

AGREEMENT
BETWEEN
THE GOVERNMENT OF SIAM
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Services by Govern-
ment of Siam.

The Government of Siam, in consideration of the transfer to the Government of Siam by the Government of the United States of America of certain air navigation, air communication and weather facilities situated at Don Muang Airport in the District of Bangkhen and also at Bangkapi in Siam (in this Agreement referred to as "the facilities") agrees with the Government of the United States of America as follows.

Operation and main-
tenance.

I. To operate and maintain the facilities continuously in a manner adequate for the air traffic operating to and away from the Don Muang aerodrome and along the recognised international air routes converging on that aerodrome, and, to ensure this standard of service, to abide by approved Provisional International Civil Aviation Organisation standards of operation unless and until those standards are changed by any other international agreement to which the Government of Siam and the Government of the United States are both parties.

II. To provide the full service of all facilities to all aircraft on a non-discriminatory basis with charges, if any, only for non-operational messages until an international agreement on charges has been promulgated by the Provisional International Civil Aviation Organisation.

III. To transmit weather reports as prescribed by the Weather Service of the United States to designated stations of the United States and to such other stations as are necessary to ensure an integrated meteorological network for international air-routes unless and until other provision is made by international agreement to which the Government of the United States is a party concerning civil and military meteorological requirements.

IV. To continue the operation of all types of facilities at their original locations or on new locations mutually agreed by the Government of Siam and the Government of the United States until new facilities are installed in accordance with the standards promulgated by the Provisional International Civil Aviation Organisation or until it is mutually agreed by the Government of Siam and the Government of the United States that there is no longer a need for the original facilities, it being understood that such of the original facilities as are

devoted to the aeronautical communication service will be devoted exclusively to that service and will not be diverted to the general communication service.

V. To provide English speaking operators at air-to-ground and control tower communication positions until regulations covering such voice transmissions are promulgated by the Provisional International Civil Aviation Organisation and further, until such regulations are promulgated, to grant permission to a representative of the United States air carriers authorised to serve an aerodrome to enter its control tower and, when in the opinion of the representative a case of necessity exists, to talk to the pilot of any United States aircraft flying in the vicinity of the aerodrome.

VI. To select radio frequencies for air-to-ground and control tower operations at an aerodrome only after coordination with the United States air carriers using the aerodrome and with adjacent stations in the recognised international air routes converging on the aerodrome in order to minimise —

- (a) radio interference; and
- (b) the number of frequencies required to be operated by aircraft.

VII. To authorise and facilitate day-to-day adjustment in aeronautical communication service matters by direct communication between the operating agency of the Government of Siam and the service agency of the Government of the United States, United States air carriers or a communication company representing one or more of them.

VIII. To authorise United States air carriers of the Civil Aeronautics Administration of the United States to designate a technical officer to advise and assist the agency designated by the Government of Siam to operate the facilities insofar as they relate to the safety and efficiency of the United States airline operations. This designation is to continue as long as it is useful to United States air carriers.

Technical officer.

IX. (a) To furnish in sufficient number suitable personnel to be trained to operate and maintain all facilities transferred under this sale.

(b) To negotiate a supplemental agreement to be entered into by the agency of the Siamese Government which will eventually take over the operation of the facilities and the agency of the United States Government, or its representative, which undertakes the training and interim operation and maintenance of the facilities free of any charges or emolument, pending transfer of full operating responsibility to the agency of the Siamese Government. The supplemental agreement will define the responsibility, authority, and relations between the above mentioned agencies and their representatives during the period the United States agency remains in charge of the operation, maintenance, and training.

Services of U. S. Government.

X. The United States Government, through either the Army, Navy, CAA or private agency agrees:

(a) To include in the sale of the basic installations, wherever Theater surplus stocks permit, one year's supply of maintenance parts and expendable supplies.

(b) To do everything possible to assist the Government of Siam or its representative in purchasing, through regular commercial channels, maintenance parts and expendable supplies for the operation of the facilities.

(c) To operate and maintain the facilities until such time when the Air Attache to the United States Embassy, Bangkok, is assured the Government of Siam is prepared to assume full responsibility for the operation and maintenance of the facilities as hereinabove provided.

(d) To train the personnel selected by the Government of Siam pursuant to paragraph IX above, as long as an agency of the United States operates and maintains the facilities in accordance with paragraph (c) above.

IN FAITH WHEREOF the Representatives of the Government of Siam and the Government of the United States of America have hereunto signed their names.

SIGNED in Bangkok, Siam, this eighth day of May nineteen hundred and forty-seven.

For the Government of the United States of America.

Department of State
Office of the Foreign Liquidation
Commissioner
Central Field Commission
China Pacific Area.



J.A. Warner
Director, Fixed Installation Division.

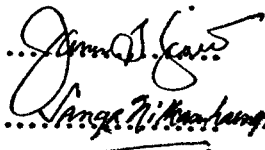
For the Government of Siam.

Ministry of Communications.



Phra Suvabhand Bidyakar.
Director-General of the Department of Transport.

Witnesses:



Agreement between the United States of America and Switzerland respecting SCS-51 equipment at Cointrin airport in Switzerland. Signed at Bern April 30, 1947; entered into force April 30, 1947.

April 30, 1947
[T. I. A. S. 1736]

AGREEMENT BETWEEN THE SWISS GOVERNMENT AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA REGARDING SCS-51 EQUIPMENT AT COINTRIN AIRPORT, GENEVA, SWITZERLAND

THE SWISS GOVERNMENT AGREES:

1. To operate and maintain the SCS-51 equipment continuously in a manner adequate for the air traffic operating into and away from Cointrin Airport, Geneva, where this equipment is now located, and along the recognized international air routes converging on that air-drome; and, in order to insure the standard of service, the Swiss Government agrees to abide by approved International Civil Aviation Organization (ICAO) standards of operation unless changed by other international agreement to which the Governments of the United States and Switzerland are parties. Allowance is to be made, of course, for possible unavoidable interruption of the continuous operation which may result from breakdown in the equipment; but every effort will be made to repair any electrical or mechanical defects of the equipment as soon as may be possible.

2. To install and place into operation parts of the SCS-51 equipment not yet installed as soon as the necessary special parts already ordered will have been delivered and assembled. It is understood that in the interest of safety of air traffic every possible step will be taken to hasten the putting into operation of the whole equipment.

3. To provide the full service of the SCS-51 to all aircraft on a non-discriminatory basis.

4. To continue the operation of SCS-51 equipment in its original location at Cointrin Airport, Geneva, or at a new location mutually agreed upon between the Governments of the United States and Switzerland until this equipment may be replaced in accordance with standards promulgated by the International Civil Aviation Organization or until it is determined by the Governments of Switzerland and the United States that there is no longer need for the original equipment.

5. To authorize the United States air carrier or the Civil Aeronautics Administration of the United States to designate a technical advisor to assist and advise the agency designated by the Swiss Government to operate the SCS-51 so far as it relates to the safety and efficiency of the operation of United States aircraft, and in conformity with approved International Civil Aviation Organization standards of operation. This designation is to continue as long as it is useful to the United States air carrier. The Swiss agency will not, however,

be bound to act on the advice given should it be found contrary to Swiss interests.

THE GOVERNMENT OF THE UNITED STATES OF AMERICA THROUGH EITHER THE UNITED STATES ARMY OR THE CIVIL AERONAUTICS ADMINISTRATION OR A DESIGNATED PRIVATE AGENCY AGREES :

1. To include in the sale of the basic installation one year's supply of maintenance parts and expendable supplies to the extent that the Theater's surplus stocks permit.

2. To do everything possible to assist the Swiss Government or its representative in purchasing through regular commercial channels maintenance parts and expendable supplies for the operation of the SCS-51.

Done at Bern in duplicate this 30th day of April, 1947.

FOR THE GOVERNMENT OF
SWITZERLAND

Clerc

Louis Clerc, Chief
Federal Air Office

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Leland Harrison

Leland Harrison
American Minister

Agreement between the United States of America and Norway respecting air service facilities at Gardermoen airfield in Norway. Signed at Oslo November 12, 1946; entered into force November 12, 1946.

November 12, 1946
[T. I. A. S. 1737]

AGREEMENT BETWEEN THE ROYAL NORWEGIAN GOVERNMENT AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA REGARDING AIR COMMUNICATIONS FACILITIES AT GARDERMOEN AIRFIELD, NORWAY.

The Government of Norway agrees:

Services of Government of Norway.

1. To operate and maintain all facilities continuously in a manner adequate for the air traffic operating into and away from the airdrome at which the facilities are located and along the recognized international air routes converging on that airdrome, and, in order to insure this standard of service, the Norwegian Government agrees to abide by approved Provisional International Civil Aviation Organization (PICA0) standards of operations unless changed by other international agreement to which the Government of the United States and the Norwegian Government are parties. (Allowance is to be made, of course, for possible unavoidable interruptions of the continuous operation which may result from break-downs in the equipment; in the case of any facilities which have not yet been placed in operation because they have not been properly calibrated, or of other facilities temporarily out of commission because of electrical or mechanical defects, every effort will be made to bring them into operation as soon as may be possible.)

2. To provide the full service of all facilities to all aircraft on a non-discriminatory basis with charges, if any, only for non-operational messages until an international agreement on charges has been promulgated by the Provisional International Civil Aviation Organization.

3. To continue the operation of all types of facilities in their original location or at new locations mutually agreed upon by the Government of the United States and the Norwegian Government until new facilities are installed in accordance with standards promulgated by the Provisional International Civil Aviation Organization, or until it is determined by the Government of Norway and the United States Government that there is no longer a need for the original facilities: it being understood that the aeronautical communication service facilities will be devoted exclusively to that service and will not be diverted to the general communication service.

4. To provide English-speaking operators at air-to-ground and control tower communication positions until regulations covering such voice transmissions are promulgated by the Provisional International Civil Aviation Organization and further, until such regulations are promulgated, to grant permission to a representative of

the United States air carriers authorized to serve an airdrome to enter its control tower and, when in the opinion of the representative a case of necessity exists, to talk to the pilot of any United States aircraft flying in the vicinity of the airdrome, it being understood that the representative will in each instance obtain permission to enter the tower from the officer in charge.

5. To select radio frequencies for air-to-ground and control tower operations only after coordination with the using United States carriers and with adjacent stations on the recognized international air routes converging on the airdrome in order to minimize:

- (a) radio interference, and
- (b) the number of frequencies required to be operated by aircraft.

6. To authorize and facilitate day-to-day adjustments in air communication service matters relating to the equipment covered under this agreement, by direct communication between the operating agency of Norway and the service agency of the United States Government, United States carriers, or a communication company representing one or more of them.

Technical adviser.

7. To authorize United States air carriers or the Civil Aeronautics Administration of the United States to designate a technical adviser to advise and assist the agency designated by the Norwegian Government to operate the facilities so far as they relate to the safety and efficiency of United States airline operations. This designation is to continue as long as it is useful to United States air carriers. The Norwegian agency will not, however, be bound to act on the advice given should it be found contrary to Norwegian interests.

Services of U. S.
Government.

The Government of the United States of America, through either the United States Army, United States Navy, Civil Aeronautics Administration, or private agency agrees:

(a) To include in the sale of the basic installations one year's supply of maintenance parts and expendable supplies to the extent that theater surplus stocks permit.

(b) To do everything possible to assist the Government of Norway, or its representative, in purchasing through regular commercial channels maintenance parts and expendable supplies for the operation of the facilities.

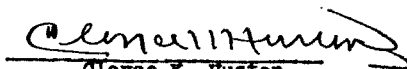
Signed in duplicate at Oslo, Norway, *November 12, 1946.*

FOR THE GOVERNMENT OF NORWAY

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA


Nils Langhelle

Statsraad for Samferdselsdept.
(Minister of Communications)


Gloyce K. Huston

Charge d'Affaires ad interim
of the United States of America

Agreement between the United States of America and Bolivia respecting a civil aviation mission to Bolivia. Effected by exchange of notes signed at La Paz August 26 and November 3, 1947; entered into force November 3, 1947.

August 26,
November 3, 1947
[T. I. A. S. 1739]

*The American Ambassador to the Bolivian Acting Minister for
Foreign Affairs*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

LA PAZ, BOLIVIA,
August 26, 1947.

No. 396

EXCELLENCY:

I have the honor to refer to the negotiations being carried on between our two Governments for the sending to Bolivia of a technical mission from the United States Civil Aeronautics Administration for the purpose of assisting in the development of Bolivian civil aviation.

I now present herein, under instructions of my Government, for the consideration of your Excellency's Government, the text of a Statement of Conditions which my Government proposes as a basis for the operations of such mission in Bolivia, and I would be very appreciative if your Excellency would inform me if the text of Conditions meets with the approval of the Bolivian Government. In the event of approval, I would likewise appreciate Your Excellency's kindness in communicating to the Embassy the note of acceptance of your Government, including, as herein, the text of the Statement of Conditions which appears below, in order that I may forward it to my Government:

"Statement of Conditions

Technical Assistance Mission to Bolivia

1. Subject to the availability of suitable technicians and appropriated funds for the purpose, the Government of the United States of America shall make available to the Government of Bolivia the services of technicians in the field of civil aviation as requested by the Government of Bolivia.

2. The Government of Bolivia shall reimburse the Government of the United States of America at the rate of \$2,000 per year for the Chief of Mission and \$1,500 per year for each additional member toward the expenses incurred in connection with the assignment of these experts. Such reimbursement shall be effected at the completion of each six-month period of each assignment. However, for accounting

Reimbursement.

and procedural reasons, it will not be necessary for the Government of Bolivia to make any payments to the Government of the United States of America until such time as the Government of Bolivia shall have received a statement of its obligation in this connection.

3. The Government of Bolivia shall provide for entry free of customs duties of supplies, materials and effects for the professional and personal use of the technicians.

4. The Government of Bolivia shall provide the technicians with means of transportation within Bolivia.

5. The Government of Bolivia shall provide the technicians with suitably-equipped office space and necessary clerical assistance and bear the cost thereof, as well as reimburse the Government of the United States up to a limit of \$2,400 per year for the cost of bilingual stenographic assistance.

6. The Government of Bolivia shall permit the transportation of the body of any technician detailed under these conditions who may die in Bolivia, to a place of burial in the United States of America selected by the surviving members of the family or their legal representatives.

Periods of assignments.

7. Unless otherwise agreed to, the assignments of the technicians shall be for periods of not to exceed one year each, including travel time.

8. If, after the expiration of the periods of assignments, it appears that all of the objectives have not been attained, the Government of the United States of America agrees to give the fullest consideration to any request of the Government of Bolivia for the extension of the assignments for additional periods of not to exceed six months each.

Salaries, expenses, etc.

9. The Government of the United States of America shall pay the salary, allowances, travel expenses to and from Bolivia, and any additional compensation of the technicians, subject to partial reimbursement by the Government of Bolivia at the rate indicated hereinabove.

10. The Government of the United States of America proposes to detail under these conditions an expert in air traffic control and related airway facilities and an expert in communications engineering. Prior to effecting their assignments, the names, together with a description of their qualifications will be submitted to the Government of Bolivia for approval.

11. The Government of the United States of America agrees to give the fullest consideration to any requests of the Government of Bolivia for an increase in the number of members of the Mission or for the assignment of experts in fields of civil aviation other than those specified in paragraph ten.

Chief of Mission, etc.

12. The Government of the United States of America will designate a Chief of Mission who will represent the Mission before the Government of Bolivia. Members of the Mission will be responsible to the Chief of Mission. All members of the Mission will serve as advisors

to the Government of Bolivia within their respective fields, but may volunteer opinions on related civil aviation matters when deemed advisable.

13. The Government of Bolivia shall assume civil liability on account of damages to or loss of property or on account of personal injury or death caused by any member of the Mission while acting within the scope of his duties.

Damages, etc.

14. Compensation of Mission members shall not be subject to any tax now or hereafter in effect of the Government of Bolivia or 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 paid by the Government of Bolivia in order to comply with the provisions of this paragraph.

Nontaxability of compensation.

15. Mission personnel, during the time it is in operation and thereafter, undertake not to divulge or reveal in any form to any foreign Government, or any person, confidential or secret matters of which they may become cognizant in the exercise of their duties.

Confidential or secret matters.

16. The above conditions may be modified in whole or in part by an exchange of notes between the Government of the United States of America and the Government of Bolivia.”

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

JOSEPH FLACK.

HIS EXCELLENCY,

DOCTOR GERMÁN COSTAS,

Acting Minister for Foreign Affairs and Worship,

La Paz.

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

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES
Y CULTO

No. TC. y ONU. 935 -

LA PAZ, 3 de noviembre de 1947.

SEÑOR EMBAJADOR:

Con respecto a las negociaciones llevadas a efecto entre el Gobierno de Bolivia y el de Vuestra Excelencia para la contratación de una misión técnica de la Administración de Aeronáutica de los Estados Unidos, destinada a colaborar en el desarrollo de la Aviación Civil Boliviana, tengo a honra referirme a la atenta nota de esa H. Embajada No. 396, de 26 de agosto último, en la cual se dignó insertar un Pliego de Condiciones al que deberá sujetarse el personal de dicha misión en el desenvolvimiento de sus funciones.

Sobre el particular, me es grato expresar a Vuestra Excelencia que el citado Pliego de Condiciones ha merecido la aprobación de mi Gobierno y, en consecuencia, me es honroso trascribir a continuación el texto pertinente en su versión castellana:

“Pliego de Condiciones

Misión Técnica en Bolivia.

1. — De acuerdo a la disponibilidad de técnicos adecuados y de fondos para este fin, el Gobierno de los Estados Unidos, pondrá a disposición del Gobierno de Bolivia los servicios de técnicos en el campo de la aviación civil, en la forma como este Gobierno los solicite.
2. — El Gobierno de Bolivia reembolsará al Gobierno de los Estados Unidos a razón de \$us. 2.000.— per año, por el Jefe de la Misión, y \$us. 1.500.— per año por cada miembro adicional, para cubrir los gastos realizados en conexión con la designación de estos expertos. Tal reembolso se efectuará seis meses después de cada designación. Sin embargo, por motivos de contabilidad y razones de procedimiento, no será necesario que el Gobierno de Bolivia efectúe ningún pago al Gobierno de los Estados Unidos, hasta que el Gobierno de Bolivia reciba las condiciones concernientes a esta obligación.
3. — El Gobierno de Bolivia concederá liberación de derechos de aduana a los materiales, provisiones y efectos de uso profesional y personal de los técnicos.
4. — El Gobierno de Bolivia proveerá a los técnicos, de medios de transporte en Bolivia.
5. — El Gobierno de Bolivia facilitará a los técnicos, de oficinas espaciales provistas de lo necesario, de suficientes auxiliares y ayudantes, manteniendo el costo de éstos, así como también reembolsará al Gobierno de los Estados Unidos, una suma limitada de no más de \$us. 2.400.— per año para sostener los servicios de una estenógrafa bilingüe.
6. — El Gobierno de Bolivia permitirá el traslado de los restos de cualquier técnico mencionado en este contrato que falleciere en Bolivia, al lugar de entierro en los Estados Unidos, indicado por sus familiares o sus representantes legales.
7. — A menos que resuelva de otro modo, la designación de los técnicos será por períodos que no excedan de un año en cada caso, incluyendo el término del viaje.
8. — Si después de la expiración de los anteriores términos, resultara que todos los objetivos no han sido llenados, el Gobierno de los Estados Unidos acepta prestar la más completa y amplia consideración a cualquier solicitud del Gobierno de Bolivia para extender el período de las designaciones, pero por un término que no exceda de seis meses en cada caso.

9. — El Gobierno de los Estados Unidos, pagará salarios, asignaciones, gastos de viaje de ida y vuelta (entre Bolivia y los Estados Unidos) y cualquier compensación adicional a los técnicos, bajo lo condición de un reembolso parcial del Gobierno de Bolivia en la proporción establecida anteriormente.
10. — El Gobierno de los Estados Unidos, bajo estas condiciones se propone destacar un experto en control de tráfico aéreo y las correspondientes facilidades aéreas, y un experto en ingeniería de comunicaciones. Antes de designarlos, se someterá a la consideración del Gobierno de Bolivia para su aprobación, los nombres y los antecedentes de estos técnicos.
11. — El Gobierno de los Estados Unidos, acepta prestar la más completa consideración a cualquier solicitud del Gobierno de Bolivia para aumentar el número de los miembros de la Misión o para designar en el campo de la aviación civil otros técnicos de los mencionados en el párrafo 10.
12. — El Gobierno de los Estados Unidos, designará un Jefe de Misión quien representará a la Misión ante el Gobierno de Bolivia. Los miembros de la Misión serán responsables ante el Jefe de la Misión. Todos los miembros de la Misión servirán como consejeros del Gobierno de Bolivia dentro de sus especialidades, pero pueden emitir opiniones por su propia cuenta en asuntos de la aviación civil cuando estimen conveniente.
13. — En caso de que cualquiera de los miembros de la Misión ocasionara, en el desempeño de sus funciones, daños y perjuicios materiales o personales o muertes, el Gobierno de Bolivia asumirá la responsabilidad legal respectiva.
14. — Las compensaciones de los miembros de la Misión estarán exentas de todo impuesto en Bolivia; empero, si al presente o mientras dure este convenio hubiera impuestos que afecten las mencionadas compensaciones, esos impuestos serán cubiertos por el Gobierno de Bolivia, a fin de dar cumplimiento a lo establecido en este párrafo.
15. — El personal de la Misión, durante este contrato y después de él, se compromete a no divulgar o revelar en ninguna forma a ningún Gobierno extranjero o persona, los asuntos confidenciales o secretos de los que tenga conocimiento por motivo de sus funciones.
16. — Las anteriores esti pulaciones pueden ser modificadas en todo o en parte, mediante cambio de notas entre el Gobierno de Bolivia y el de los Estados Unidos de América.”

Rogando a Vuestra Excelencia llevar lo que antecede a conocimiento del Excelentísimo Gobierno de los Estados Unidos, tengo a honra expresarle, de acuerdo a su pedido, que el citado Pliego de Condiciones entrará en vigencia a partir de la fecha de suscripción de la presente nota.

Me valgo de esta oportunidad para renovar a Vuestra Excelencia los sentimientos de mi más alta y distinguida consideración.

TOMÁS M. ELIO.

Su Excelencia JOSEPH FLACK,
*Embajador Extraordinario y Plenipotenciario
 de los Estados Unidos de América,
 Presente. —*

Translation

REPUBLIC OF BOLIVIA
 MINISTRY OF FOREIGN RELATIONS
 AND WORSHIP

No. TC and ONU. 935 —

LA PAZ, *November 3, 1947.*

MR. AMBASSADOR :

With reference to the negotiations carried on between the Government of Bolivia and that of Your Excellency for the purpose of agreeing on a technical mission from the United States Civil Aeronautics Administration to collaborate in the development of Bolivian civil aviation, I have the honor to refer to your Embassy's courteous note No. 396 of August 26 last, with which there was enclosed a Statement of Conditions with which the personnel of this mission must comply in the performance of their duties.

With respect to this, I am pleased to inform Your Excellency that the aforementioned Statement of Conditions has been approved by my Government, and accordingly I have the honor to transcribe below the Spanish version of the pertinent text:

"Statement of Conditions

Technical Mission to Bolivia

- "1. Subject to the availability of suitable technicians and funds for the purpose, the Government of the United States shall make available to the Government of Bolivia the services of technicians in the field of civil aviation as requested by the Government of Bolivia.
- "2. The Government of Bolivia shall reimburse the Government of the United States at the rate of \$2,000 (U. S. Cy.) per year for the Chief of Mission and \$1,500 (U. S. Cy.) per year for each additional member, to cover the expenses incurred in connection with the assignment of these experts. Such reimbursement shall be made six months after each assignment. However, for accounting and procedural reasons, it will not be necessary for the Government of Bolivia to make any payment to the Government of the United States until such time as the Government of Bolivia receives a statement of its obligation in this connection.
- "3. The Government of Bolivia shall permit the entry free of customs duties of materials, supplies, and effects for the professional and personal use of the technicians.

- “4. The Government of Bolivia shall provide the technicians with means of transportation within Bolivia.
- “5. The Government of Bolivia shall provide the technicians with suitably equipped ample office space and adequate clerical assistance, and bear the cost thereof, as well as reimburse the Government of the United States up to a limit of \$2,400 (U. S. Cy.) per year for the services of a bilingual stenographer.
- “6. The Government of Bolivia shall permit the transportation of the body of any technician mentioned in this contract who may die in Bolivia, to a place of burial in the United States selected by his family or their legal representatives.
- “7. Unless otherwise agreed to, the assignments of the technicians shall be for periods not exceeding one year each, including travel time.
- “8. If, after the expiration of the foregoing periods of assignment, it appears that all the objectives have not been attained, the Government of the United States agrees to give the fullest consideration to any request of the Government of Bolivia for the extension of the assignments for additional periods not exceeding six months each.
- “9. The Government of the United States shall pay the salary, allowances, travel expenses in both directions (between Bolivia and the United States) and any additional compensation of the technicians, subject to partial reimbursement by the Government of Bolivia at the rate indicated hereinabove.
- “10. The Government of the United States proposes to detail, under these conditions, an expert in air traffic control and related air facilities and an expert in communications engineering. Before these technicians are assigned, their names, together with a description of their qualifications, will be submitted to the Government of Bolivia for its approval.
- “11. The Government of the United States agrees to give the fullest consideration to any request of the Government of Bolivia for an increase in the numbers of members of the Mission or for the assignment of experts in the field of civil aviation other than those specified in paragraph 10.
- “12. The Government of the United States shall designate a Chief of Mission who will represent the Mission before the Government of Bolivia. Members of the Mission will be responsible to the Chief of Mission. All members of the Mission will serve as advisers to the Government of Bolivia within their respective fields, but may volunteer opinions on civil aviation matters when they deem it advisable.
- “13. The Government of Bolivia shall assume civil liability in the event that any member of the Mission, while acting within the scope of his duties, causes damage to or loss of property, or personal injury or death.
- “14. Compensation of Mission members shall not be subject to any tax in Bolivia. Should there, however, at present or while this agreement

is in effect, be any taxes that might affect the aforementioned compensation, such taxes shall be paid by the Government of Bolivia in order to comply with the provisions of this paragraph.

"15. Mission personnel, during the time this contract is in operation and thereafter, undertake not to divulge or reveal in any form to any foreign government, or any person, confidential or secret matters of which they may become cognizant in the exercise of their duties.

"16. The above conditions may be modified in whole or in part by an exchange of notes between the Government of Bolivia and the Government of the United States of America."

Requesting Your Excellency to communicate the foregoing to the Government of the United States, I have the honor to inform you, in compliance with your request, that the above-quoted Statement of Conditions will enter into force on the day on which the present note is signed.

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

TOMÁS M. ELIO.

His Excellency

JOSEPH FLACK,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

Arrangement between the United States of America and Peru respecting a cooperative educational program in Peru. Effected by exchange of notes signed at Lima April 1 and 15, 1944, entered into force April 15, 1944; memorandum of agreement signed at Lima April 4, 1944, effective April 4, 1944; supplementary agreement no. 1 signed at Lima January 30, 1945, entered into force January 30, 1945; and a supplement to the memorandum of agreement, signed April 30, 1945, entered into force April 30, 1945.

April 1, 4, 15, 1944,
 January 30, April 30,
 1945
 [T. I. A. S. 1740]

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

EMBASSY OF THE
 UNITED STATES OF AMERICA

Lima, April 1, 1944.

No. 1758

EXCELLENCY:

I have the honor to refer to the note, dated December 17, 1943, [1] from Dr. Enrique Laroza, Minister of Education of Peru, to Mr. Kenneth Holland, Vice President of the Inter-American Educational Foundation, concerning the undertaking of cooperative educational activities. The note expresses the desire of the Government of Peru for the cooperation of the Government of the United States in undertaking certain projects in the field of education.

As it appears desirable that the Government of Peru and the Government of the United States should cooperate in the undertaking, I take pleasure in informing Your Excellency that my Government is prepared to collaborate with the Government of Peru in activities looking to the development of an educational program to be conducted over a period of approximately three years. The Inter-American Educational Foundation, Inc., an agency of the Office of the Coordinator of Inter-American Affairs of the United States, is prepared to provide a sum not to exceed \$172,000 (One Hundred Seventy-Two Thousand Dollars U. S. currency) to be made available for the local projects to be approved mutually by representatives of the two governments and for paying the salaries and other expenses of the educational specialists furnished by the Inter-American Foundation, Inc., to work on the program in Peru. The personnel to be furnished by the Inter-American Educational Foundation, Inc., is to be satisfactory to the Republic of Peru and is to be under the direction of a person to be designated as the Chief of Field Staff, Inter-American Educational Foundation, Inc., who will be the representative of the Foundation in connection with the cooperative program.

Sum to be provided
 by U. S.

Personnel.

It is further understood that the Government of Peru will provide, in addition to its regular national budget for education, the total sum

Additional sum to
 be provided by Peru.

¹ [Not printed.]

of approximately \$86,000 (Eighty-Six Thousand Dollars U. S. currency) for the cooperative educational program, together with personnel, supplies and materials as may be required and available.

It is further understood that a special cooperative educational service will be set up in the Ministry of Education for the purpose of carrying out the cooperative activities to be undertaken.

It is also understood that detailed arrangements for the establishment of the special cooperative service and the development of the program will be made between representatives of the two governments. In this connection, I am enclosing a copy of a Memorandum of Agreement which sets forth the details regarding the cooperative educational program as proposed by the Inter-American Educational Foundation. If this agreement is satisfactory, it is suggested that it be signed by the proper official of the Republic of Peru and thereafter it will be signed by a representative of the Foundation.

I avail myself of this occasion to extend to Your Excellency the renewed assurance of my highest consideration.

JEFFERSON PATTERSON

Enclosure:

Memorandum of Agreement

His Excellency

Doctor ALFREDO SOLF Y MURO,

Minister for Foreign Affairs,

Lima.

Post, p. 3877.

MEMORANDUM OF AGREEMENT

The Government of the Republic of Perú and the Inter-American Educational Foundation, Inc. (hereinafter referred to as the Foundation"), a division of the Office of the Coordinator of Inter-American Affairs and an agency of the Government of the United States of America, have agreed to undertake a cooperative educational program available to all interested public and private groups in accordance with the following terms and conditions:

1. The cooperative educational program may include:
 - a. A staff of educational specialists requested by the Ministry of Public Education for service in Perú in carrying out the cooperative educational program;
 - b. Grants to permit Peruvian educators to travel to the United States of America for training, to deliver lectures and to realize an interchange of ideas and experience with United States educators;
 - c. Exploration and survey in Perú of local educational needs and of the resources which are indispensable for the carrying out of training projects;
 - d. Development, adaptation and exchange of suitable teaching materials, particularly visual materials;
 - e. Local projects needed to implement the program in Perú.

2. For the purpose of providing an instrumentality through which the cooperative educational program can be conducted by the representatives of the two parties to this agreement, the Government of Perú shall create a special service to be known as the Servicio de Cooperación Peruano-Norteamericano en Educación (hereinafter referred to as S.C.P.N.E.), which shall operate as an entity within and subordinate to the Ministry of Public Education. The S.C.P.N.E. shall have the power to execute the cooperative educational program agreed upon herein.

3. The Foundation will provide a group of educational specialists to collaborate in the consummation of the cooperative educational program. The group of specialists shall be under the direction of the Representative in Peru of the Inter-American Educational Foundation, Inc., who shall be appointed by the same and who shall be acceptable to the Government of Perú. This official shall be the representative of the Foundation in connection with the program to be undertaken in accordance with this agreement.

4. The Government of Peru shall appoint as Director of the S.C.P.N.E. the Representative in Peru of the Inter-American Educational Foundation, Inc. The Director of the S.C.P.N.E. shall be responsible for the execution of, and shall have authority to carry out, the cooperative educational program of the S.C.P.N.E. The Director of the S.C.P.N.E. shall delegate certain of his functions to personnel of the S.C.P.N.E. including personnel of the Foundation assigned to the S.C.P.N.E.

5. The cooperative educational program in Peru shall consist of individual projects. Such projects shall consist of specific kinds of work and activities to be undertaken by the representatives of both Governments in the execution of this agreement. The projects and the allocation of the funds of the S.C.P.N.E. shall be agreed upon by the Minister of Public Education for the Republic of Peru and by the Representative in Peru of the Inter-American Educational Foundation, Inc. for the Foundation.

6. The Foundation shall pay the salaries and expenses of the members of the group as well as the other administrative expenses of the Foundation in a total amount which shall not exceed One Hundred and Thirty Thousand Three Hundred (\$130,300.00) Dollars and shall, in addition, grant to the S.C.P.N.E. the total sum of Forty-one Thousand Seven Hundred (\$41,700.00) Dollars, as follows:

No later than June 4, 1944, the sum of \$13,900.00

No later than April 3, 1945, the sum of \$13,900.00

No later than April 3, 1946, the sum of \$13,900.00

7. The Government of Peru shall contribute to the S.C.P.N.E. the sum of Eighty-six Thousand (\$86,000.00) Dollars or the equivalent in Peruvian Soles calculated on the basis of a rate of exchange of 6.485 Soles per U. S. Dollars, namely, the sum of Five Hundred and

Fifty-seven Thousand Seven Hundred and Ten (S/.557,710.00) Peruvian Soles, as follows:

No later than June 4, 1944, the sum of \$28,666.68 or S/.185,903.34

No later than April 3, 1945, the sum of \$28,666.66 or S/.185,903.33

No later than April 3, 1946, the sum of \$28,666.66 or S/.185,903.33

It is understood that the salary which is received by the professor who is in charge of organizing and supervising the teaching of English in Peru may be deducted from the contribution which the Government of Peru shall make available in conformity with this agreement.

The funds of the S.C.P.N.E. shall be deposited in a special account in the name of the S.C.P.N.E. and shall be disbursed by the Director of the S.C.P.N.E. only upon projects having the mutual approval of the Minister of Public Education and the Representative in Perú of the Inter-American Educational Foundation, Inc.

The Government of Perú will also furnish such office space, office equipment and furnishings, and supplies and materials as may be necessary, and, within the facilities available to it, will construct such buildings as the execution of the cooperative educational program may require.

8. In view of the fact that many purchases of materials and supplies must necessarily be made in the United States of America and paid for in Dollars, the Minister of Public Education and the Representative in Perú of the Inter-American Educational Foundation, Inc. may agree to withhold from the deposits to be made by the Foundation, as hereinabove provided, an amount established to be necessary to pay for the same. Any funds so withheld by the Foundation for such purposes and not expended on or obligated for materials or supplies for the S.C.P.N.E. shall be deposited to the account of the S.C.P.N.E.

9. Interest, if any, earned on the deposits of the S.C.P.N.E. shall be credited to the said Servicio. The parties hereto shall determine by mutual agreement the disposition of any unobligated funds remaining to the credit of the S.C.P.N.E. upon the termination of this agreement.

10. The Director of the S.C.P.N.E. shall have the power to select, appoint or discharge the employees of the S.C.P.N.E. and shall determine the salaries, transfers and conditions of employment within the S.C.P.N.E. with the approval of the Ministry of Public Education which will issue in each case the corresponding Supreme Resolution.

11. Contracts and agreements relating to the execution of projects previously agreed upon by the Minister of Public Education and the Representative in Peru of the Inter-American Educational Foundation, Inc. shall be executed in the name of the S.C.P.N.E. by the Director of the same.

12. The S.C.P.N.E. shall be considered as an integral part of the public administration of Perú. As a consequence, its Director and its personnel shall enjoy the same privileges and rights which are held

by Direcciones and other public divisions of the Government of Perú and by the personnel thereof.

The Foundation shall enjoy the same rights, privileges and immunities which correspond to public agencies of Perú with respect to such of its operations as are related to property destined for the realization of the cooperative educational program.

Since the personnel of Foundation are obliged, as citizens of the United States, to pay income taxes in the United States, to pay income taxes in the United States upon their salaries, they shall not be required to pay Peruvian Income Taxes upon the same.

13. The expenditure, audit, and accounting of funds in the S.C.P.N.E. account, as well as the purchases and sales of personal property for the account of the S.C.P.N.E., shall be regulated and controlled under such rules, regulations and procedures as shall be mutually agreed upon by the Minister of Public Education and the Representative in Perú of the Inter-American Educational Foundation, Inc. The accounts of the S.C.P.N.E. shall be available for audit whenever it is considered necessary by the appropriate agency of the Government of Perú and by the Foundation or its delegate.

14. At the termination of this agreement, all property of the S.C.P.N.E. shall remain the property of the Government of Perú.

15. All rights, powers, privileges or duties conferred by this agreement upon either the Minister of Public Education or the Representative in Perú of the Inter-American Educational Foundation, Inc. may be delegated by the recipient thereof to representatives, provided that such representatives be satisfactory to the other.

16. This memorandum of agreement may be amended from time to time if deemed advisable by the parties hereto, and the amendments are to be in writing and signed by the representatives of the Government of Perú and the Foundation.

17. The Government of Perú shall take the necessary legal steps to effectuate the terms of this agreement.

This agreement shall become effective as of the date hereof and shall remain in force for three calendar years from said date, unless amended by mutual agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized, sign the present contract, in duplicate, in English and in Spanish, at Lima, Perú, this fourth day of April 1944.

FOR THE GOVERNMENT OF THE REPUBLIC OF PERU

Minister of Public Education

FOR THE INTER-AMERICAN EDUCATIONAL FOUNDATION, INC.

Vice-President, Inter-American Educational Foundation, Inc.

The Peruvian Minister for Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

Nº: (D) - 6-375

LIMA, 15 de abril de 1944.

SEÑOR EMBAJADOR:

Me es honroso acusar recibo de la estimable nota N° 1758, de 1° del presente mes, por la que esa Embajada ha tenido a bien poner en conocimiento del Despacho a mi cargo, el texto del proyecto de Convenio —posteriormente formalizado, con fecha 4 del mismo mes, por las autoridades peruanas y norteamericanas competentes— para desarrollar un programa cooperativo de educación, tal como ha sido propuesto por la Fundación Interamericana de Educación.

Aprovecho de esta oportunidad para reiterarle, Señor Embajador, las seguridades de mi más alta y distinguida consideración.

ALFREDO SOLF Y MURO

Al Excelentísimo señor

JOHN CAMPBELL WHITE, *Embajador*
Extraordinario y Plenipotenciario
de los Estados Unidos de América.

*Ciudad.**Translation*

MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

No. (D) - 6-375

LIMA, April 15, 1944.

MR. AMBASSADOR:

I have the honor to acknowledge receipt of the courteous note No. 1758, of the first instant, by which your Embassy has seen fit to communicate to this Office the text of the Memorandum of Agreement—subsequently concluded under date of the 4th of the same month by the competent Peruvian and American authorities—to develop a cooperative educational program such as has been proposed by the Inter-American Educational Foundation.

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

ALFREDO SOLF Y MURO

His Excellency

JOHN CAMPBELL WHITE,
Ambassador Extraordinary and Plenipotentiary of the United
States of America,
City.

MEMORANDUM OF AGREEMENT

The Government of the Republic of Perú and the Inter-American Educational Foundation, Inc. (hereinafter referred to as the "Foundation"), a division of the Office of the Coordinator of Inter-American Affairs and an agency of the Government of the United States of America, have agreed to undertake a cooperative educational program available to all interested public and private groups in accordance with the following terms and conditions:

Terms and conditions.

1. The cooperative educational program may include:
 - a. A staff of educational specialists requested by the Ministry of Public Education for service in Perú in carrying out the cooperative educational program;
 - b. Grants to permit Peruvian educators to travel to the United States of America for training, to deliver lectures and to realize an interchange of ideas and experience with United States educators;
 - c. Exploration and survey in Perú of local educational needs and of the resources which are indispensable for the carrying out of training projects;
 - d. Development, adaptation and exchange of suitable teaching materials, particularly visual materials;
 - e. Local projects needed to implement the program in Perú.
2. For the purpose of providing an instrumentality through which the cooperative educational program can be conducted by the representatives of the two parties to this agreement, the Government of Perú shall create a special service to be known as the Servicio de Cooperación Peruano Norteamericano en Educación (hereinafter referred to as S. C. P. N. E.), which shall operate as an entity within and subordinate to the Ministry of Public Education. The S. C. P. N. E. shall have the power to execute the cooperative educational program agreed upon herein.

S. C. P. N. E.

3. The Foundation will provide a group of educational specialists to collaborate in the consummation of the cooperative educational program. The group of specialists shall be under the direction of the Representative in Peru of the Inter-American Educational Foundation, Inc., who shall be appointed by the same and who shall be acceptable to the Government of Perú. This official shall be the representative of the Foundation in connection with the program to be undertaken in accordance with this agreement.

Educational specialists.

4. The Government of Perú shall appoint as Director of the S.C.P.N.E. the Representative in Perú of the Inter-American Educational Foundation, Inc. The Director of the S.C.P.N.E. shall be responsible for the execution of, and shall have authority to carry out, the cooperative educational program of the S.C.P.N.E. The Director of the S.C.P.N.E. shall delegate certain of his functions to personnel of the S.C.P.N.E. including personnel of the Foundation assigned to the S.C.P.N.E.

Director of S. C. P. N. E.

5. The cooperative educational program in Perú shall consist of individual projects. Such projects shall consist of specific kinds of

Projects.

work and activities to be undertaken by the representatives of both Governments in the execution of this agreement. The projects and the allocation of the funds of the S.C.P.N.E. shall be agreed upon by the Minister of Public Education for the Republic of Perú and by the Representative in Perú of the Inter-American Educational Foundation, Inc. for the Foundation.

Payments by Foundation.

6. The Foundation shall pay the salaries and expenses of the members of the group as well as the other administrative expenses of the Foundation in a total amount which shall not exceed One Hundred and Thirty Thousand Three Hundred (\$130,300.00) Dollars and shall, in addition, grant to the S.C.P.N.E. the total sum of Forty-one Thousand Seven Hundred (\$41,700.00) Dollars, as follows:

No later than June 4, 1944, the sum of \$13,900.00

No later than April 3, 1945, the sum of \$13,900.00

No later than April 3, 1946, the sum of \$13,900.00

Peruvian contribution.

7. The Government of Peru shall contribute to the S.C.P.N.E. the sum of Eighty-six Thousand (\$86,000.00) Dollars or the equivalent in Peruvian Soles calculated on the basis of a rate of exchange of 6.485 Soles per U. S. Dollar, namely, the sum of Five Hundred and Fifty-seven Thousand Seven Hundred and Ten (S/.557,710.00) Peruvian Soles, as follows:

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No later than April 3, 1945, the sum of \$28,666.66 or S/.185,903.33

No later than April 3, 1946, the sum of \$28,666.66 or S/.185,903.33

It is understood that the salary which is received by the professor who is in charge of organizing and supervising the teaching of English in Perú may be deducted from the contribution which the Government of Perú shall make available in conformity with this agreement.

Funds in special account.

The funds of the S.C.P.N.E. shall be deposited in a special account in the name of the S.C.P.N.E. and shall be disbursed by the Director of the S.C.P.N.E. only upon projects having the mutual approval of the Minister of Public Education and the Representative in Perú of the Inter-American Educational Foundation, Inc.

Office space, etc.

The Government of Perú will also furnish such office space, office equipment and furnishings, and supplies and materials as may be necessary and, within the facilities available to it, will construct such buildings as the execution of the cooperative educational program may require.

Withholding of amounts for purchases in U. S.

8. In view of the fact that many purchases of materials and supplies must necessarily be made in the United States of America and paid for in Dollars, the Minister of Public Education and the Representative in Perú of the Inter-American Educational Foundation, Inc. may agree to withhold from the deposits to be made by the Foundation, as hereinabove provided, an amount established to be necessary to pay for the same. Any funds so withheld by the Foundation for such purposes and not expended on or obligated for materials or supplies for the S.C.P.N.E. shall be deposited to the account of the S.C.P.N.E.

Interest; unobligated funds.

9. Interest, if any, earned on the deposits of the S.C.P.N.E. shall be credited to the said Servicio. The parties hereto shall determine

by mutual agreement the disposition of any unobligated funds remaining to the credit of the S.C.P.N.E. upon the termination of this agreement.

10. The Director of the S.C.P.N.E. shall have the power to select, appoint or discharge the employees of the S.C.P.N.E. and shall determine the salaries, transfers and conditions of employment within the S.C.P.N.E. with the approval of the Ministry of Public Education which will issue in each case the corresponding Supreme Resolution.

Powers of Director.

11. Contracts and agreements relating to the execution of projects previously agreed upon by the Minister of Public Education and the Representative in Perú of the Inter-American Educational Foundation, Inc. shall be executed in the name of the S.C.P.N.E. by the Director of the same.

12. The S.C.P.N.E. shall be considered as an integral part of the public administration of Perú. As a consequence, its Director and its personnel shall enjoy the same privileges and rights which are held by Direcciones and other public divisions of the Government of Perú and by the personnel thereof.

Privileges and rights.

The Foundation shall enjoy the same rights, privileges and immunities which correspond to public agencies of Perú with respect to such of its operations as are related to property destined for the realization of the cooperative educational program.

Since the personnel of Foundation are obliged, as citizens of the United States, to pay income taxes in the United States upon their salaries, they shall not be required to pay Peruvian Income Taxes upon the same.

13. The expenditure, audit, and accounting of funds in the S.C.P.N.E. account, as well as the purchases and sales of personal property for the account of the S.C.P.N.E., shall be regulated and controlled under such rules, regulations and procedures as shall be mutually agreed upon by the Minister of Public Education and the Representative in Perú of the Inter-American Educational Foundation, Inc. The accounts of the S.C.P.N.E. shall be available for audit whenever it is considered necessary by the appropriate agency of the Government of Perú and by the Foundation or its delegate.

Expenditure, audit, and accounting of funds.

14. At the termination of this agreement, all property of the S.C.P.N.E. shall remain the property of the Government of Perú.

Property.

15. All rights, powers, privileges or duties conferred by this agreement upon either the Minister of Public Education or the Representative in Perú of the Inter-American Educational Foundation, Inc. may be delegated by the recipient thereof to representatives, provided that such representatives be satisfactory to the other.

Delegation of rights, powers, etc.

16. This memorandum of agreement may be amended from time to time if deemed advisable by the parties hereto, and the amendments are to be in writing and signed by the representatives of the Government of Perú and the Foundation.

17. The Government of Perú shall take the necessary legal steps to effectuate the terms of this agreement.

Effective date; duration.

This agreement shall become effective as of the date hereof and shall remain in force for three calendar years from said date, unless amended by mutual agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized, sign the present contract, in duplicate, in English and in Spanish, at Lima, Perú, this fourth day of April 1944.

FOR THE GOVERNMENT OF THE REPUBLIC OF PERU

E LAROZA

Minister of Public Education

FOR THE INTER-AMERICAN EDUCATIONAL FOUNDATION, INC.

KENNETH HOLLAND

Vice-President, Inter-American Educational Foundation, Inc.

MEMORANDUM OF AGREEMENT

El Gobierno de la República del Perú y la Fundación Educacional Interamericana, Inc. (que en adelante se denominará la "Fundación"), una división de la Oficina del Coordinador de Asuntos Interamericanos y una agencia del Gobierno de los Estados Unidos de América, han convenido en llevar a cabo un programa educacional cooperativo aprovechable para todos los grupos públicos o privados, interesados, de acuerdo con los siguientes términos y condiciones:

1. El programa cooperativo educacional puede incluir:
 - a. Un personal de profesionales especializados, solicitados por el Ministerio de Educación Pública para el servicio en el Perú y para llevar a cabo el programa cooperativo educacional;
 - b. Subvenciones para permitir que educadores peruanos viajen a los Estados Unidos de América con el fin de obtener entrenamiento, dar conferencias y suscitar un intercambio de ideas y experiencias con los educadores estadounidenses;
 - c. Amplio estudio en el Perú de las necesidades educacionales locales y de los recursos indispensables para llevar a cabo los proyectos de entrenamiento;
 - d. Desarrollo, adaptación e intercambio de materiales adecuados de educación, particularmente de los de valor visual;
 - e. Los proyectos locales que fuesen necesarios para incrementar el programa en el Perú.

2. Con el propósito de proveer un instrumento por el cual el programa cooperativo educacional pueda ser llevado a cabo por los representantes de las dos partes de este acuerdo, el Gobierno del Perú creará un servicio especial que será conocido con el nombre de Servicio de Cooperación Peruano-Norteamericano en Educación (que en adelante se designará como S.C.P.N.E.), el cual operará como una entidad dentro del Ministerio de Educación Pública y subordinada a dicha autoridad. El S.C.P.N.E. tendrá poder para

ejecutar el programa educacional cooperativo acordado en este convenio.

3. La Fundación proveerá un grupo de empleados especializados en educación para colaborar en la ejecución del programa cooperativo educacional. El grupo de empleados estará bajo la dirección del Representante en el Perú de la Fundación Educacional Interamericana, Inc., que será designado por ésta, con aprobación del Gobierno del Perú. Este funcionario será el representante de la Fundación, con respecto al programa que se llevará a cabo de acuerdo con este convenio.

4. El Gobierno del Perú nombrará como Director del S.C.P.N.E. al Representante en el Perú de la Fundación Educacional Interamericana Inc., El Director del S.C.P.N.E. será responsable de la ejecución del programa cooperativo educacional del mismo y tendrá autoridad para llevarlo a cabo. El Director del S.C.P.N.E. podrá delegar algunas de sus funciones en el personal del S.C.P.N.E. incluyendo el de la Fundación asignado al S.C.P.N.E.

5. El programa cooperativo educacional en el Perú consistirá de proyectos específicos. Tales proyectos estarán constituídos por trabajos y actividades, concretos y taxativos, susceptibles de llevarse a cabo por los representantes de ambos Gobiernos en la ejecución de este acuerdo. Los proyectos y la asignación de los fondos del S.C.P.N.E. serán aprobados por el Ministro de Educación Pública por parte del Gobierno del Perú y por el Representante del Perú de la Fundación Educacional Interamericana, Inc., por parte de la Fundación.

6. La Fundación pagará los sueldos y gastos del personal del grupo y así como otros egresos administrativos de la Fundación en una suma total que no exceda de Ciento Treinta Mil Trescientos Dólares (\$130,300.00). Además, aportará al S.C.P.N.E. la suma total de Cuarentiun mil setecientos dólares (\$41,700.00), como sigue:

\$13,900.00 U/S a más tardar el 4 de junio de 1944;
\$13,900.00 U/S a más tardar el 3 de abril de 1945; y
\$13,900.00 U/S a más tardar el 3 de abril de 1946.

7. El Gobierno del Perú contribuirá al S.C.P.N.E. con la suma de Ochentiseis mil dólares (\$86,000.00) o su equivalencia en soles peruanos calculados sobre las bases de tipo de cambio de 6.485 soles por dólar americano, es decir, la suma de Quinientos cincuenta y siete mil setecientos diez soles peruanos (S/.557.710.00 como sigue:

\$28,666.68 o S/.185.903.34 a más tardar el 4 de junio de 1944
\$28,666.66 o S/.185.903.33 a más tardar el 3 de abril de 1945; y
\$28,666.66 o S/.185.903.33 a más tardar el 3 de abril de 1946.

Es entendido que el sueldo que recibe el profesor encargado de organizar y supervigilar la enseñanza del idioma inglés en el Perú, podrá ser deducido de la contribución que debe aportar el Gobierno Peruano conforme a este convenio.

Los fondos del S.C.P.N.E. serán depositados en una cuenta especial a nombre del mismo. Sólo podrá el Director efectuar desembolsos a base de proyectos que hayan sido aprobados por el Ministro de Educación Pública y por el Representante del Perú de la Fundación Educacional Interamericana, Inc.

El Gobierno del Perú proporcionará además las oficinas, los equipos de las mismas, los útiles y materiales a medida que sean necesarios y dentro de sus posibilidades, construirá los edificios que requiera la ejecución del programa cooperativo educacional.

8. Para atender a la compra de materiales y útiles efectuada necesariamente en los Estados Unidos de América y pagada en dólares, el Ministro de Educación Pública y el Representante en el Perú de la Fundación Educacional Interamericana, Inc. podrán convenir en retener de los aportes con que contribuye la Fundación la suma que para ella sea necesaria. Cualquier cantidad retenida con este objeto por la Fundación y no utilizada ni comprometida para materiales o útiles será depositada en la cuenta bancaria del S.C.P.N.E.

9. Cualquier suma que por concepto de intereses, fuera devengada por los depósitos del S.C.P.N.E. quedará en provecho del Servicio mismo. Las partes contratantes decidirán de común acuerdo la aplicación que deba darse, a cualquier cantidad no comprometida a la terminación de este acuerdo.

10. El Director del S.C.P.N.E. tendrá autoridad para seleccionar, designar o despedir empleados del S.C.P.N.E., y fijará los haberes, transferencias y condiciones de empleo dentro del S.C.P.N.E. con la aprobación del Ministerio de Educación Pública el que expedirá en cada caso la respectiva Resolución Suprema.

11. Los contratos y acuerdos relacionados con la ejecución de los proyectos convenidos previamente por el Ministro de Educación Pública y el Representante en el Perú de la Fundación Educacional Interamericana Inc. serán ejecutados en nombre del S.C.P.N.E. por el Director del mismo.

12. El S.C.P.N.E. se considera parte integrante de la administración pública del Perú. En consecuencia, su Director y personal de empleados gozarán de los mismos privilegios y derechos que tienen las Direcciones y demás reparticiones públicas del Gobierno del Perú y sus respectivo personal.

La Fundación gozará de los mismos derechos, privilegios e inmunidades, que corresponden a las entidades públicas del Perú, en lo que respecta a las operaciones que se relacionan con los bienes destinados a la ejecución del programa cooperativo educacional.

Debido a que el personal de la Fundación estará obligado, como ciudadanos norteamericanos, a pagar impuestos sobre sus haberes en los Estados Unidos, quedarán exonerados de los impuestos peruanos sobre los mismos.

13. Los gastos, la intervención de las cuentas, la contabilidad y el control de los fondos del S.C.P.N.E, así como las compras y ventas de materiales para el S.C.P.N.E, se efectuarán conforme a las normas y procedimientos convenidos entre el Ministro de Educación Pública y el Representante en el Perú de la Fundación Educacional Interamericana Inc. Las cuentas del S.C.P.N.E. para el efecto de su revisión y comprobación, cuando se considere necesario, estarán a disposición de la entidad respectiva del Gobierno del Perú y de la Fundación o de su delegado.

14. Al concluirse este convenio, cualquier propiedad del S.C.P.N.E. quedará a beneficio del Gobierno del Perú.

15. Todos los derechos, poderes, privilegios, o deberes conferidos por este acuerdo al Ministro de Educación Pública o al Representante en el Perú de la Fundación Educacional Interamericana Inc., pueden ser delegados por cualquiera de ellos, siempre que las personas delegadas sean aceptadas por la otra parte.

16. Este convenio puede ser reformado en cualquier tiempo por acuerdo de ambas partes, suscrito por los representantes del Gobierno del Perú y de la Fundación.

17. El Gobierno del Perú dictará las disposiciones necesarias para llevar a cabo los puntos de este acuerdo.

Este convenio regirá desde la fecha y durará tres años, salvo que sea reformado por mutuo acuerdo.

Suscriben, debidamente autorizados, el presente convenio, en doble ejemplar en inglés y en español, en la ciudad de Lima, Perú, el cuatro de Abril de 1944.

Por el Gobierno de la República del Perú

E LAROZA

Ministro de Educación Pública

Por la Fundación Educacional Interamericana Inc.

KENNETH HOLLAND

*Vice-Presidente de la Fundación Educacional
Interamericana Inc.,*

Ministerio de Educación Pública

ACUERDO COMPLEMENTARIO N.º 1. - REFERENTE AL SERVICIO DE COOPERACION PERUANO NORTEAMERICANO EN EDUCACION

Los suscritos, el Ministro de Educación del Perú y el Director del Servicio de Cooperación Peruano Norteamericano en Educación, para los efectos del funcionamiento de dicho Servicio, aprueban este acuerdo complementario, que consta de los siguientes puntos:

1º. - Depositar los fondos del Servicio, provenientes de las Contribuciones peruana y norteamericana en el National City Bank de New York, Sucursal en Lima, en una cuenta especial denominada "Servicio de Cooperación Peruano-Norteamericano en Educación". Con cargo a esta cuenta, girará en cheques bancarios el Director del Servicio, a fin de cubrir los gastos previamente aprobados por el Ministro de Educación Pública.

2º. - Para evitar las pérdidas resultantes del cambio y para sufragar los gastos de los becarios peruanos en los Estados Unidos de Norteamérica, por el período 1944-1945, dejar en poder de la Inter-American Educational Foundation Inc., las once doceavas partes de la contribución de ésta por el período 1944-1945, o sea dólares 25,483.33, debiendo depositarse el doceavo restante, ascendente a dólares 2,316.67, conjuntamente con la que corresponde al Perú, en la cuenta del Servicio en Lima.

3º. - Autorizar al Director del mencionado Servicio para que disponga hasta de trescientos soles mensuales en efectivo para atender a los gastos más urgentes, de la oficina, como franqueo de correspondencia, útiles de escritorio, etc.

4º. - Contratar una mecanógrafa-taquígrafa bilingue con el sueldo mensual inicial de doscientos cincuenta soles.

5º. - Contratar los servicios de un empleado para llevar los Libros de Contabilidad del Servicio, con un sueldo inicial de trescientos soles mensuales. - Contratar, asimismo, los servicios de un portapliegos por treinta soles mensuales.

6º. - Gestionar la exoneración de los impuestos sobre la renta y del carnet de extranjería, al Dr. J. Graham Sullivan, al Dr. Reginald Reindorp y al personal norteamericano que integra el Servicio.

7º. - Otorgar al personal norteamericano del referido Servicio, los descuentos que en los trasportes se concede al personal nacional que viaja oficialmente.

LIMA, 30 de enero de 1945.

E LAROZA

Ministro de Educación Pública

REGINALD C. REINDORP

Director del S.C.P.N.E.

Translation

Ministry of Public Education

SUPPLEMENTARY AGREEMENT NO. 1. RELATING TO THE PERUVIAN-AMERICAN COOPERATIVE EDUCATION SERVICE

The undersigned, the Minister of Education of Peru and the Director of the Peruvian-American Cooperative Education Program Service, for the purpose of the functioning of the said Service, approve this supplementary agreement, which consists of the following points:

1. - To deposit the funds of the Service, having as their source Peruvian and United States contributions, in the National City Bank of New York, Lima Branch, in a special account called "Peruvian-American Cooperative Education Service". The Program Director of the Service shall draw checks against this account to cover the expenses previously approved by the Minister of Public Education.
2. - In order to avoid the losses resulting from exchange operations and to defray the expenses of Peruvian scholarship holders in the United States of America, for the 1944-1945 period, to leave in the custody of the Inter-American Educational Foundation Inc. eleven twelfths of the contribution of the latter for the 1944-1945 period, or \$25,483.33, the remaining twelfth, amounting to \$2,316.67, having to be deposited, together with that belonging to Peru, in the account of the Service in Lima.
3. - To authorize the Director of the aforementioned Service to dispose of up to three hundred sols a month in cash to provide for the most urgent expenses of the office, such as postage for mail, office equipment, etc.
4. - To engage a bilingual stenographer-typist at the beginning monthly salary of two hundred and fifty sols.
5. - To engage the services of an employee to keep the books of the Service, with a beginning salary of three hundred sols a month. - To engage, also, the services of a messenger at thirty sols a month.
6. - To obtain exemption from income tax and from the requirement of the foreign identification booklet for Dr. J. Graham Sullivan, Dr. Reginald Reindorp and the American personnel which belongs to the Service.
7. - To grant to the American personnel of the Service referred to, the travel discounts which are granted to Peruvian personnel which is traveling officially.

Post, p. 3887.

LIMA, *January 30, 1945.*

E LAROZA

Minister of Public Education

REGINALD C. REINDORP

Director of the S.C.P.N.E.

MINISTERIO DE EDUCACION PUBLICA

SUPPLEMENT TO BASIC AGREEMENT

This agreement is made this 30 day of April 4, 1945 between the Government of Perú, represented by Ing° Enrique Laroza, Minister of Public Education (hereinafter called the Ministry) and the Inter-American Educational Foundation, Inc., a corporation of the Office of the Coordinator of Inter-American Affairs (now known as the Office of Inter-American Affairs) and an Agency of the Government of the United States of America (hereinafter called the Foundation), represented by J. Graham Sullivan, its Special Representative.

Clause I

*Ante, p. 3877.**Ante, p. 3878.*

The Basic Contract of April 4, 1944, made between the Government of Perú, represented by the Minister, and the Inter-American Educational Foundation, Inc., represented by its Vice-President, provides in paragraphs 6 and 7 that the Foundation would grant to the Servicio de Cooperación Peruano Norte-Americano en Educación (hereinafter called the S.C.P.N.E.) the total sum of \$41,700.00, U.S. Dollars, as follows:

- No later than June 4, 1944, the sum of \$13,900.00
- No later than April 3, 1945, the sum of \$13,900.00
- No later than April 3, 1946, the sum of \$13,900.00;

and that the Government of Perú would contribute to the S.C.P.N.E. the sum of \$86,000.00, U.S. Dollars, or the equivalent in Peruvian Soles, calculated on the basis of a rate of exchange of 6.485 Soles per U.S. Dollar, namely, the sum of S/.557,710.00, Peruvian Soles, as follows:

- No later than June 4, 1944, the sum of \$28,666.66 or S/.185,903.34
- No later than April 3, 1945, the sum of \$28,666.66 or S/.185,903.33
- No later than April 3, 1946, the sum of \$28,666.66 or S/.185,903.33

Clause II

Because of the fact that circumstances rendered it impossible for the Foundation to secure the services of qualified individuals to make up its group of educational specialists, it became necessary to postpone activities under the Basic Contract and to delay the deposit of the contributions to the S.C.P.N.E. mentioned above.

Clause III

Acting Special Representative.

In December of 1944 Dr. Reginald C. Reindorp was appointed by the Foundation as its Acting Special Representative in Perú and pursuant to conversations with the Minister was also appointed as Acting Director of the S.C.P.N.E. by Supreme Resolution No. 3987 of the Government of Perú on December 6, 1945.

Clause IV

Modification of payments.

As a result of conversations between the Minister and the Acting Representative of the Foundation, it was agreed that the payments of both the Peruvian Government and the Foundation to the

S.C.P.N.E., as called for in the Basic Contract, should be modified and accelerated in the following manner:

- A. The Peruvian Government agrees to contribute to the S.C.P.N.E., during the calendar year beginning January 1, 1945 and ending December 31, 1945, the equivalent in Soles of \$57,333.34, U.S. Dollars, calculated at the rate of 6.485 Soles per U.S. Dollar, being the sum of Soles 371,806.67. This was the total amount which the Peruvian Government had agreed on the Basic Contract to contribute to the S.C.P.N.E. on June 4, 1944 and April 3, 1945. It was further agreed that this sum should be paid in monthly installments of Soles 30,-983.88 during each month of the said calendar year.
- B. At the same time the Foundation agreed to modify and accelerate its payments under the Basic Contract by granting to the S.C.P.N.E. during the calendar year beginning January 1, 1945 and ending December 31, 1945, the sum of \$27,800.00, U.S. Dollars. This was the total of the amounts which the Foundation had agreed to grant to the S.C.P.N.E. in accordance with the Basic Contract on June 4, 1944 and April 3, 1945.
- C. However, it was stipulated that of the \$27,800.00, U.S. Dollars, which the Foundation agreed to make available under this new arrangement, the Foundation should withhold in Washington the sum of \$25,483.33, U.S. Dollars, for the purpose of paying expenses of the Servicio which might be contracted in Dollars; and that the Foundation should deposit to the account of the S.C.P.N.E. in Perú the sum of \$2,316.67, U.S. Dollars.
- D. It was further agreed that the official depositary of the funds of the S.C.P.N.E. in Lima, Perú should be in the Lima Branch of The National City Bank of New York.

Official depositary
in Lima.

Clause V

The Agreement referred to in Clause IV hereof was embodied in part in paragraphs 1 and 2 of Supplementary Agreement No. 1, dated January 30, 1945, entered into in Lima, Perú between Ing^o Enrique Laroza, as Minister of Public Education, and Dr. Reginald C. Reindorp as Director of the S.C.P.N.E.

Ante, p. 3885.

Clause VI

For the purpose of clarifying Supplementary Agreement No. 1 and setting out in writing the full scope of the new arrangement referred to in Clause IV hereof, the undersigned herewith agree that:

- A. Paragraphs 1 and 2 of Supplementary Agreement No. 1 shall be replaced and superseded by this Agreement.
- B. The Government of Perú shall deposit to the account of the S.C.P.N.E. during the calendar year 1945, in the Lima Branch of The National City Bank of New York the equivalent in Soles of \$57,333.34, U.S. Dollars, calculated at the rate of exchange of 6.485 Soles per U.S. Dollar, namely, the sum of Soles 371,806.67, as follows:

Ante, p. 3885.

Peruvian deposits.

During the month of January, 1945 the sum of S/.30,983.88
 During the month of February, 1945 the sum of S/.30,983.88
 During the month of March, 1945 the sum of S/.30,983.88
 During the month of April, 1945 the sum of S/.30,983.88
 During the month of May, 1945 the sum of S/.30,983.88
 During the month of June, 1945 the sum of S/.30,983.88
 During the month of July, 1945 the sum of S/.30,983.88
 During the month of August, 1945 the sum of S/.30,983.88
 During the month of September, 1945 the sum of S/.30,983.88
 During the month of October, 1945 the sum of S/.30,983.88
 During the month of November, 1945 the sum of S/.30,983.88
 During the month of December, 1945 the sum of S/.30,983.88

Foundation grant.

C. The Foundation shall grant to the S.C.P.N.E., during the calendar year 1945, the sum of \$27,800.00, U.S. Dollars. Of that amount the Foundation will deposit to the account of the S.C.P.N.E. in the Lima Branch of The National City Bank of New York, during the calendar year 1945, the sum of \$2,316.67, U.S. Dollars, and shall withhold in Washington the sum of \$25,483.33, U.S. Dollars. The sum withheld shall be used to finance the cost of visits of Peruvian educators to the United States and the purchase of materials, supplies and equipment which necessarily must be made in the United States, all in accordance with, and for the purposes set out in, paragraph 8 of the Basic Contract of April 4, 1944. The actual use to which such withheld funds shall be put shall be the subject of mutual written agreements between the Minister and the Special Representative of the Foundation.

Ante, p. 3878.

S. C. P. N. E. account in Lima.

D. The Foundation herewith acknowledges that the Government of Perú has deposited the sum of Soles 123,935.52 in the account of the S.C.P.N.E. in the Lima Branch of The National City Bank of New York, in equal installments of Soles 30,983.88, which installments were deposited on January 30, 1945, February 28, 1945, April 2, 1945 and April 12, 1945. The Government of Perú herewith acknowledges that the Foundation has deposited in the account of the S.C.P.N.E. in the Lima Branch of The National City Bank of New York the sum of \$2,316.67, U.S. Dollars, on January 26, 1945.

E. The funds of the S.C.P.N.E. shall be deposited in its name in the Lima Branch of The National City Bank of New York. The Director of the S.C.P.N.E. shall draw checks against this account and shall make disbursement of these funds to cover expenditures of the S.C.P.N.E. which have been previously approved by the Minister.

Clause VII

The parties hereto agree that all the provisions of the Basic Contract and such other contracts as they have already made shall remain unchanged and in full force and effect, except insofar as they have been specifically amended herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

For the GOVERNMENT OF PERU

By E LAROZA
Minister of Public Education

For the INTER-AMERICAN EDUCATIONAL FOUNDATION, INC.

By J GRAHAM SULLIVAN
Special Representative

MINISTERIO DE EDUCACION PUBLICA

CONTRATO BASICO SUPLEMENTARIO

En este día----de-----de 1945, se firma el siguiente convenio, entre el Gobierno del Perú, representado por el Ing° Enrique Laroza, Ministro de Educación Pública (que en adelante se llamará el Ministerio) y la Fundación Inter-Americana de Educación, Inc., Corporación de la Oficina del Coordinador de Asuntos Inter-Americanos (conocida ahora bajo el nombre de Oficina de Asuntos Inter-Americanos), y Dependencia del Gobierno de los Estados Unidos de América (que en adelante se llamará la Fundación) representada por su Representante Especial, el Sr. J. Graham Sullivan.

Cláusula I

El Contrato Básico, consumado con fecha 4 de abril de 1944 entre el Gobierno del Perú, representado por el Ministro, y la Fundación, representada por su Vice-Presidente, estipula en sus párrafos 6 y 7 que la Fundación contribuiría al funcionamiento del Servicio de Cooperación Peruano Norteamericano en Educación (que en adelante se llamará el S.C.P.N.E.), con la suma total de \$41,700.00, que sería abonada en la forma siguiente:

La suma de 13,900 Dólares, a más tardar el 4 de junio de 1944;
La suma de 13,900 " " " " " 3 de abril de 1945;
La suma de 13,900 " " " " " 3 de abril de 1946.

y que el Gobierno del Perú contribuiría al funcionamiento del S.C.P.N.E. con la suma de \$86,000.00, o su equivalente en Soles Peruanos, calculado sobre la base del tipo vigente de cambio de 6.485 Soles Oro por cada Dólar Americano, o sea, un total de S/.557,-710.00, que serían abonados en la forma siguiente:

La suma de \$28,666.68 (S/.185,903.34) a más tardar el 4 de junio de 1944;
La suma de \$28,666.66 (S/.185,903.33) " " " " 3 de abril de 1945;
La suma de \$28,666.66 (S/.185,903.33) " " " " 3 de abril de 1946.

Cláusula II

Debido al hecho de que, por diversas circunstancias, no le fué posible a la Fundación obtener los servicios del personal capacitado para

constituir su grupo de especialistas en educación, se hizo necesario postergar la iniciación de las actividades delineadas en el Contrato Básico, y retardar el depósito de las contribuciones al S.C.P.N.E. que se mencionan en el párrafo anterior.

Cláusula III

En Diciembre de 1944, la Fundación designó al Dr. Reginald C. Reindorp como su Representante Especial Interino en el Perú, y en conformidad con las conversaciones sostenidas con el Ministro, se le nombró Director Interino del S.C.P.N.E. por Resolución Suprema del Gobierno Peruano, N° 3987, de fecha Diciembre 6 de 1944.

Cláusula IV

Como resultado de las conversaciones entre el Ministro y el Representante Interino de la Fundación, se convino en que el pago de las contribuciones al funcionamiento del S.C.P.N.E., tanto del Gobierno Peruano como de la Fundación, según se estipula en el Contrato Básico, fuera modificado y acelerado en la siguiente forma:

- A. El Gobierno Peruano convino en entregar al S.C.P.N.E. durante el año calendario que empieza el 1° de enero de 1945 y termina el 31 de diciembre de 1945, el equivalente en Soles de US\$57,-333.34, al vigente tipo de cambio de 6.485 Soles Oro por cada Dólar Americano, o sea, un total de S/371,806.67. Esta suma representa el monto total de las contribuciones al S.C.P.N.E. que, bajo los términos del Contrato Básico, le correspondía abonar al Gobierno Peruano en las fechas 4 de junio de 1944 y 3 de abril de 1945. Se acordó, además, que esta suma sería pagada en mensualidades de Soles 30,983.88, durante cada uno de los meses de dicho año calendario.
- B. La Fundación, a su vez, convino en modificar y acelerar sus pagos, según se detallan en el Contrato Básico, entregando al S.C.P.N.E., durante el año calendario que empieza el 1° de enero de 1945 y termina el 31 de Diciembre de 1945, la suma de US\$27,800.00. Esta suma representa el monto total de las contribuciones al S.C.P.N.E. que, bajo los términos del Contrato Básico, le correspondía abonar a la Fundación en las fechas 4 de junio de 1944 y 3 de abril de 1945.
- C. Quedó estipulado, sin embargo, que de los US\$27,800.00 que la Fundación convenía en poner a la disposición del S.C.P.N.E. bajo este nuevo acuerdo, la Fundación retendría en Washington la suma de \$25,483.33, que sería destinada a cubrir los gastos en Dólares en que el Servicio incurriera; y que la Fundación depositaría en la cuenta del S.C.P.N.E. en el Perú la suma de US\$2,316.67.
- D. Se convino, además, en que el depositario oficial de los fondos del S.C.P.N.E. en Lima, Perú, sería la Oficina de Lima del National City Bank of New York.

Cláusula V

El acuerdo a que se hace referencia en la Cláusula IV de este documento, quedó involucrada en parte en los párrafos 1 y 2 del Acuerdo Suplementario N° 1, de fecha 30 de enero de 1945, firmado en Lima, Perú, por el Ing° Enrique Laroza, en su calidad de Ministro de Educación Pública, y por el Dr. Reginald C. Reindorp, como Director Interino del S.C.P.N.E.

Cláusula VI

Con el objeto de aclarar el contenido del Acuerdo Suplementario N° 1 y establecer por escrito la amplitud del nuevo arreglo al que se refiere la Cláusula IV del presente documento, los suscritos acuerdan que:

- A. Este Convenio anula y reemplaza los párrafos 1 y 2 del Acuerdo Suplementario N° 1.
- B. El Gobierno del Perú depositará en la cuenta del S.C.P.N.E. en la Oficina de Lima del National City Bank of New York, durante el año calendario 1945, el equivalente en Soles de US\$57,333.34, debiendo hacerse la conversión al tipo de cambio de 6.485 Soles Oro por cada Dólar Americano, o sea, un total de Soles 371,806.67, cuya suma se abonará en la forma siguiente:

Durante el mes de enero de 1945, la suma de S/.30,983.88
Durante el mes de febrero de 1945, la suma de S/.30,983.88
Durante el mes de marzo de 1945, la suma de S/.30,983.88
Durante el mes de abril de 1945, la suma de S/.30,983.88
Durante el mes de mayo de 1945, la suma de S/.30,983.88
Durante el mes de junio de 1945, la suma de S/.30,983.88
Durante el mes de julio de 1945, la suma de S/.30,983.88
Durante el mes de agosto de 1945, la suma de S/.30,983.88
Durante el mes de setiembre de 1945, la suma de S/.30,983.88
Durante el mes de octubre de 1945, la suma de S/.30,983.88
Durante el mes de noviembre de 1945, la suma de S/.30,983.88
Durante el mes de diciembre de 1945, la suma de S/.30,983.88

- C. La Fundación pondrá a disposición del S.C.P.N.E., durante el año calendario 1945, la suma de US\$27800.00. De esta suma, la Fundación depositará en la cuenta del S.C.P.N.E. en la oficina de Lima del National City Bank of New York, durante el año calendario 1945, la suma de US\$2,316.67 y retendrá en Washington la suma de US\$25,483.33. La suma retenida servirá para financiar la visita de educadores Peruanos a los Estados Unidos, para financiar la compra de materiales, útiles y equipo que necesariamente deban adquirirse en los Estados Unidos, todo ello de acuerdo con, y para los fines delineados en el párrafo 8 del Contrato Básico del 4 de abril de 1944. La aplicación específica que ha de darse a los fondos retenidos por la Fundación, en Washington, será materia de acuerdos escritos, aprobados conjuntamente por el Ministro y el Representante Especial de la Fundación.

- D.** La Fundación declara, por el presente documento, que el Gobierno del Perú ha depositado en la cuenta del S.C.P.N.E. en la Oficina de Lima del National City Bank of New York, la suma total de S/.123,935.52, en cuatro partidas iguales de S/.30,983.88, en las siguientes fechas respectivamente: 30 de enero de 1945, 28 de febrero de 1945, 2 de abril de 1945, y 12 de abril de 1945. El Gobierno del Perú declara que la Fundación ha depositado con fecha 26 de enero de 1945, en la cuenta del S.C.P.N.E. en la Oficina de Lima del National City Bank of New York, la suma de US\$2,316.67.
- E.** Los fondos del S.C.P.N.E. serán depositados a su nombre en la Oficina de Lima del National City Bank of New York. El Director del S.C.P.N.E. está autorizado para girar cheques contra esta cuenta y para usar esos fondos para el pago de los gastos del S.C.P.N.E. que hayan sido aprobados previamente por el Ministro.

Cláusula VII

Ambas partes convienen en que todas las estipulaciones del Contrato Básico y de todos los otros contratos que se hayan suscrito al respecto, conservarán su fuerza y vigencia, en todas sus partes, con excepción de aquellas cláusulas o párrafos que han sido específicamente modificados por el presente documento.

EN FE DE LO CUAL, ambas partes firman el presente Acuerdo, por intermedio de sus representantes autorizados, en el día, mes y año que se citan en primer término del presente documento.

Por el GOBIERNO DEL PERU

E LAROZA

Ministro de Educación Pública

Por la FUNDACION INTER-AMERICANA DE EDUCACION, INC.

J GRAHAM SULLIVAN

Representante Especial

Agreement between the United States of America and Sweden respecting air service facilities in Sweden. Signed at Stockholm September 30, 1946; entered into force September 30, 1946.

September 30, 1946
[T. I. A. S. 1742]

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

SERVICE AGREEMENT

The Swedish Government agrees:

1) to operate and maintain all facilities continuously in a manner adequate for the air traffic operating into and away from the airdrome at which the facilities are located and along the recognized international air routes converging on that airdrome and in order to insure this standard of service, the Swedish Government agrees to abide by approved Provisional International Civil Aviation Organization (P_{ICAO}) standards of operation unless and until changed by other international agreement to which the United States and Sweden are parties;

2) to provide the full service of all facilities to all aircraft on a non-discriminatory basis with charges, if any, only for non-operational messages until an international agreement on charges has been promulgated by the P_{ICAO};

3) to transmit weather reports according to P_{ICAO} standards to such stations as are required to insure an integrated meteorological network for the international air routes unless and until changed by international agreement to which the United States and Sweden are a party covering all meteorological requirements;

4) to continue the operation of all types of facilities in their original location until new facilities are installed in accordance with standards promulgated by the P_{ICAO}, or until it is determined by the Swedish Government and the United States Government that there is no longer a need for the original facilities, it being understood that the aeronautical communication service facilities will be devoted exclusively to that service and will not be diverted to the general communication service;

5) to provide English-speaking operators at air to ground and control tower communication positions until regulations covering such voice transmissions are promulgated by the P_{ICAO};

6) to select radio frequencies for air to ground and control tower operations only in accordance with P_{ICAO} standards and recommendations after coordination with the using United States carriers and with adjacent stations on the recognized international air routes converging on the airdrome in order to minimize (a) radio interference and (b) the number frequencies to be operated by aircraft;

7) to authorize and facilitate day-to-day adjustments in air communication service matters by direct communication between the operating agency of Sweden and the service agency of the United States Government, United States air carriers, or a communication company representing one or more of them;

8) the agency prescribed by the Swedish Government will operate these communication facilities according to PRCAC regulations and recommendations and in an manner which will assure the safety and efficiency of United States airline operations. If it is deemed necessary, the agency designated by the Swedish Government will, furthermore, request the United States air carriers, or the Civil Aeronautics Administration to designate a technical adviser to advise and assist it in the operation of these facilities.

Technical adviser.

Done at Stockholm, in duplicate, in the English language, this 30th day of September, 1946.

SVEN GRAFSTRÖM

Sven Grafström, Chief of the Political Department of the Royal Swedish Ministry for Foreign Affairs, on behalf of the Royal Swedish Government.

L. RANDOLPH HIGGS

L. Randolph Higgs, Chargé d'Affaires ad interim of the American Legation, on behalf of the Government of the United States of America.

Agreement between the United States of America and China respecting mutual aid, implementing further a preliminary agreement of June 2, 1942. Signed at Washington June 28, 1946; entered into force June 28, 1946.

June 28, 1946
[T. I. A. S. 1746]

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHINA UNDER SECTION 3 (c) OF THE LEND-LEASE ACT

As parties signatory to the United Nations Declaration of January 1, 1942, the Governments of the United States of America and the Republic of China have pledged themselves to employ their full resources, military and economic, against those nations with which they are at war.

55 Stat. 1600.

The Government of the United States of America and the Government of the Republic of China in further implementation of their Mutual Aid Agreement of June 2, 1942, desire to insure the continuing provision of defense articles, services and information for the Chinese armed forces, including equipment and training, during the period of reoccupation by the Republic of China of its areas occupied by the forces of Japan and of the disarmament and repatriation of Japanese forces remaining on Chinese territory, and during the period of occupation of Japan by the forces of the Republic of China, the United States of America and their allies.

56 Stat. 1494.

Wherefore, the Government of the United States of America and the Government of the Republic of China agree as follows:

ARTICLE I

All aid undertaken to be provided by the Government of the United States of America under this Agreement shall be made available under the authority and subject to the terms and conditions of the Act of March 11, 1941, as amended, and any appropriation acts thereunder.

Authority for aid.

55 Stat. 31.
22 U. S. C. §§ 411-419.

ARTICLE II

The Government of the United States of America will continue after June 30, 1946 to supply the Government of the Republic of China with such defense articles, defense services and defense information as the President of the United States of America shall authorize to be supplied

Supply of defense articles, etc., to China.

- (a) for the purpose of the reoccupation of China and the disarmament and repatriation of Japanese troops during a period of time ending on or before October 31, 1946, and in an amount not exceeding \$25,000,000 in terms of cost incurred by the Government of the United States of America,
- (b) for the purposes of the occupation of Japan for the period of such occupation, but in no event after June 30, 1949, and in an amount determined by the Senior United States Commander in Japan to be necessary to supplement the articles, services and information available to the Chinese forces from the resources of the Republic of China, and
- (c) for the purposes of training, in the United States and elsewhere, of members of the Chinese armed forces, including the so-called air, naval, ground and medical training programs, during the period of time required for the completion of such training but in no event after December 31, 1947, and in an amount not exceeding \$15,000,000 in terms of cost incurred by the Government of the United States of America,

subject to the provisions of Article III hereof.

ARTICLE III

Price.

The appropriate price to be charged the Government of the Republic of China, as determined by the Government of the United States of America, for articles, services and information furnished to the Government of the Republic of China under Article II hereof shall be paid by the Government of the Republic of China to the Government of the United States of America upon presentation of bills therefor.

ARTICLE IV

Transfers.

Transfers made under the authority of this Agreement shall in all respects be subject to the terms of Articles III and IV of the Agreement of June 2, 1942 between the Government of the United States and the Government of the Republic of China.

ARTICLE V

55 Stat. 31.
22 U. S. C. §§ 411-419.

56 Stat. 1494.

Nothing in this Agreement shall modify or otherwise affect the final determination, under the Act of March 11, 1941, as amended, and the Mutual Aid Agreement between the two Governments of June 2, 1942, of the terms and conditions upon which the Republic of China has received aid except for the articles and services made available under the provisions of this Agreement.

ARTICLE VI

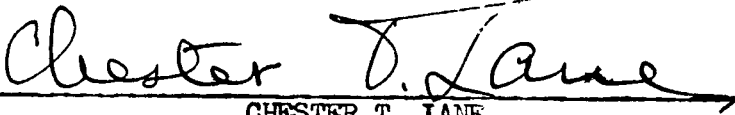
Effective date.

This Agreement shall take effect on the date of signature.

IN WITNESS WHEREOF, the undersigned, duly authorized by their re-

spective Governments, have signed the present Agreement in duplicate at Washington on the 28th day of June 1946.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA



CHESTER T. LANE

DEPUTY FOREIGN LIQUIDATION COMMISSIONER
DEPARTMENT OF STATE

FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA



SHOU CHIN WANG

CHAIRMAN OF THE CHINESE SUPPLY COMMISSION

June 18, July 15,
August 9, 1946
[T. I. A. S. 1748]

Agreement between the United States of America and Hungary respecting American dead in World War II. Effected by exchanges of notes dated at Budapest June 18, July 15, and August 9, 1946; entered into force August 9, 1946.

The American Legation to the Hungarian Ministry for Foreign Affairs

LEGATION OF THE
UNITED STATES OF AMERICA

No. 221

Interment of American military personnel.

The American Legation presents its compliments to the Ministry for Foreign Affairs and has the honor to submit for the consideration of the Hungarian Government the text of a bi-lateral agreement which the United States Government desires to conclude with the Hungarian Government concerning the interment of American military personnel in Hungary.

“The following shall govern relative to the disposal of the remains of deceased persons who were citizens of the United States and/or who served or who accompanied the armed forces of the United States and are now buried in Hungary or any possession or territory now or hereafter subject to the control of the Hungarian Government.

U. S. rights, etc.

“1. The United States, through its duly designated representatives, shall have the following rights, privileges and prerogatives :

Temporary cemeteries.

“A. The Government of the United States shall have the right to establish and maintain such temporary cemeteries as are necessary for the burial of deceased persons subject to its control and to make exhumations therefrom for repatriation or concentration into other cemeteries abroad, and may move bodies from other countries into and/or through Hungary and its territories and possessions for interment and/or transhipment.

Exemption from national laws relating to permits for disinterment, etc.

“B. The Government of the United States shall be exempt from all national, local, or other laws and/or regulations relating to the permits for disinterments; sanitation, upon an assurance that such work will be conducted in a manner not detrimental to public health; and from the payment of any duties, taxes, or fees of any kind required for the burial, disinterment for reburial or movement of bodies or the maintenance of graves.

Free entrance and exit, etc.
Post, p. 3900.

“C. The Government of the United States shall have the right of free entrance and exit for all personnel, supplies, transportation (air, mail, animal, motor, and water) serving or belonging to the United States and the use of air fields, port facilities, warehousing, living quarters, office space, rail and water transportation and the right to

Employment of labor.

employ labor in Hungary, its territories and possessions, essential to the accomplishment of its mission upon payment of just compensation therefor.

“D. The Government of the United States shall have the unrestricted right of search for the remains of members of its armed forces, and/or its citizens.

Search for remains.

“E. The Government of the United States shall have the unrestricted right to examine and copy all records, military or civilian, which may be of assistance in locating the graves, or identifying the remains of its deceased military or civilian personnel.

Post, p. 3900.

“F. The Government of the United States shall have the right to question and examine citizens of Hungary and to take affidavits in furtherance of its search for, and identification of remains of members of its armed forces, and/or its citizens.

Post, p. 3900.

“2. The Government of Hungary will render all possible assistance in locating and securing the effects of deceased military and civilian personnel of the United States, and upon demand and the furnishing of a proper receipt will turn over to representatives of the United States all effects so located and secured.

Assistance from Hungarian Government.

“3. If in the future the Government of the United States wishes to establish permanent cemeteries or erect memorials in Hungary, the Hungarian Government will exercise its power of eminent domain to acquire title to such sites and grant to the United States the right to use therein in perpetuity upon payment by the United States of just compensation therefor. Any sites acquired including improvements thereto and buildings constructed thereon shall be exempt from any and all form of taxation, direct or indirect. The provisions of paragraphs 1-A, B, and C will apply in the construction and maintenance of such permanent cemeteries and memorials as may be desired.”

The above proposed agreement in effect confirms an understanding between the United States Military Mission and the former Mayor of Budapest, Mr. Vas Zoltan. The Legation understands that in accordance with this agreement, the city of Budapest on September 14, 1945, issued Decree No. 179,880/1945 X establishing a temporary cemetery for American military personnel and that two letters signed by Mr. Vas dated September 7, 1945 (reference no. 179,249) and September 14, 1945 (reference no. 179,880) implemented this decree by assigning property and by directing the carrying out of arrangements for improvements and buildings.

Budapest decree of Sept. 14, 1945.

The United States Government desires to emphasize that in proposing this bi-lateral agreement it is not its intention to make a permanent arrangement for the establishment of a military cemetery but only to assure the right of temporary burial.

The Legation would appreciate the courtesy of the Ministry for Foreign Affairs in advising it whether the agreement set out above is acceptable to the Hungarian Government and, if so, will be glad to receive as urgently as may be possible the confirmation of the Ministry

to that effect so that the agreement represented by the present exchange of notes may be considered as being in force.

BUDAPEST,

June 18, 1946.

The Hungarian Ministry for Foreign Affairs to the American Legation

Hungarian Ministry for Foreign Affairs.
103.606/10a-1946.

VERBAL NOTE.

The Hungarian Ministry for Foreign Affairs presents its compliments to the Legation of the United States of America and, with reference to the Legation's Note N° 221 of June 18th, 1946, concerning the conclusion of a bi-lateral agreement between the Hungarian Government and the United States Government on the interment of American military personnel in Hungary, has the honor to inform the hon. Legation that the Hungarian Government is ready to conclude a bi-lateral agreement with the United States Government by way of an exchange of Notes.

Ante, p. 3898.

As to Art. 1 points A and B of the projected agreement /mentioned in the Legation's Note/ they are acceptable for the Hungarian Government without any objection. As to Point C of Art. 1 the Hungarian Government has the honor to remark that actually the right of free entrance to and exit from Hungary depends on the permission of the Allied Control Commission in Hungary even for citizens of the United Nations. This restriction also concerns the entrance and exit of supplies and transportations of any kind /air, mail, animal, motor and water/. It must be mentioned here that Hungarian air-ports are not all under the control of the Hungarian Government. The use of Hungarian air-ports shall be in any case subjected to the respect of the agreement with the Hungarian Russian Civilian Air-Transport Company.

Ante, p. 3898.

Point D is acceptable for the Hungarian Government.

Ante, p. 3899.

As to point E, the Hungarian Government has the honor to object that this point cannot be interpreted in the sense that the authorities of the United States shall have the *unrestricted* right to examine the Hungarian Archives. This point should be changed to the effect that the Hungarian authorities shall be obliged to submit to the American authorities for official use and copying all records which may be of assistance in locating graves, or identifying the remains of deceased American military or civilian personnel.

Ante, p. 3899.

Point F of the projected agreement /right to question and examine citizens of Hungary and to take affidavits in furtherance of its search for and identification of remains of members of its armed forces, and for its citizens/ could be accepted with the restriction that declarations to be made under oath by Hungarian citizens can be carried out only by way of the competent Hungarian Tribunals of 1st instance/Justices

of Peace/ and therefore American authorities shall be obliged to address themselves to the competent Hungarian Tribunal /forum loci/.

In case the Government of the United States of America would be inclined to accept the above-mentioned restrictions the projected bi-lateral agreement could come into force on the day when the Hungarian Government will be informed of the acceptance of the said restrictions.

BUDAPEST, July 15th, 1946.



The American Legation to the Hungarian Ministry for Foreign Affairs

LEGATION OF THE
UNITED STATES OF AMERICA

No. 294

The Legation of the United States presents its compliments to the Hungarian Ministry for Foreign Affairs and has the honor to refer to the Ministry's note no. 103.606/ -10a-1946 concerning the conclusion of the bi-lateral agreement between the Hungarian Government and the United States Government on the interment of American military personnel in Hungary.

Ante, p. 3899.

The United States Government accepts the modifications of Article I, Sections E and F as proposed in the Ministry's note under reference. Accordingly the agreement as proposed in the Legation's note no. 221 of June 18, 1946 and as modified in the Ministry's note under reference is considered to be in effect from this date.

U. S. acceptance of modifications.

Effective date.

BUDAPEST

August 9, 1946.

October 2, November
14, 1947
[T. I. A. S. 1749]

Agreement between the United States of America and Ecuador respecting a cooperative educational program in Ecuador, extending and modifying an agreement of January 22, 1945. Effected by exchange of notes signed at Quito October 2 and November 14, 1947; effective from January 22, 1948.

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

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 325

Quito, October 2, 1947

EXCELLENCY:

I have the honor to refer to the exchange of notes between His Excellency Sr. Dr. Camilo Ponce Enriquez, Minister for Foreign Affairs of the Government of Ecuador, and The Honorable Robert McGregor Scotten, Ambassador of the United States to the Government of Ecuador, on January 22, 1945, concerning the establishment of a cooperative education program in Ecuador. It will be recalled that my Government agreed to send a small staff of experts and technicians to Ecuador to cooperate with officials of the Ecuadoran Government and, particularly, with the Minister of Public Education, in a specific program for the improvement of public education in Ecuador in accordance with a detailed agreement to be worked out between the Ministry of Public Education and the Inter-American Educational Foundation, Inc.

Following the exchange of the above communications, details with regard to the execution of the program were agreed to by the Minister of Public Education and the President of the Inter-American Educational Foundation, Inc. In accordance with this agreement there was established within the Ministry of Public Education the Servicio Cooperativo Interamericano de Educacion through which the cooperative program has been administered.

In accordance with recent legislation passed by the Congress of the United States of America, all of the property, assets, functions, personnel, liabilities and restrictions of the Inter-American Educational Foundation, Inc., have been transferred to and assumed by The Institute of Inter-American Affairs, the now corporate instrumentality of the United States Government created by such legislative action.

I have now been informed by the Department of State in Washington that additional funds amounting to \$7,168 U.S. currency have been made available by The Institute of Inter-American Affairs for the continuation of the joint education program in Ecuador to be expended over a period to be mutually agreed upon by the appropriate officials of the Ecuadoran Government and a representative of The

61 Stat., Pt. 3,
p. 3257.

Additional funds.

Institute of Inter-American Affairs. It has been suggested that the extension of the program cover the period from the expiration date of the present agreement, which is January 22, 1948, through June 30, 1948. It is proposed that the entire additional contribution of \$7,168 U. S. currency, to be made available by the Institute in connection with the continuation of the program, shall be retained by the Institute for payment directly or on account of salaries and other expenses of members of the Institute field staff who are maintained by the Institute in Ecuador. It is also understood that your Government would contribute to the Servicio for expenditure by that entity not less than the equivalent in sucres of \$7,000 U.S. currency, computed at the rate of exchange of 13.4 sucres to the dollar in addition to amounts already required under the present agreement to be contributed to the program by your Government.

If Your Excellency agrees that the proposed arrangement as outlined above is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that the technical details of the program may be worked out by the Ministry of Public Education and The Institute of Inter-American Affairs.

Should Your Excellency advise me that the proposed arrangement is acceptable it would be possible to proceed with the signing of the extension agreement in the name of the Institute immediately, inasmuch as Dr. Pedro Osuna, Special Representative Education Division, The Institute of Inter-American Affairs, in Ecuador, has been authorized to sign on behalf of the Institute.

A copy of a suggested extension agreement is attached hereto for reference to the appropriate interested authorities.

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

GEO. P. SHAW
Chargé d'Affaires, a.i.

His Excellency
Dr. JOSÉ VICENTE TRUJILLO,
Minister for Foreign Affairs,
Quito.

Post, p. 3912.

EXTENSION AGREEMENT

The Republic of Ecuador (hereinafter referred to as the "Republic"), represented by the Minister of Public Education (hereinafter referred to as the "Minister"), and The Institute of Inter-American Affairs (hereinafter referred to as the "Institute"), a corporate instrumentality of the Government of the United States of America and successor to the Inter-American Educational Foundation, Inc., (hereinafter referred to as the "Foundation"), represented by its Special Representative, Education Division, Dr. Pedro Osuna (hereinafter referred to as the "Special Representative"), have agreed to extend and modify, in the manner hereinafter set forth, the Agreement executed by the Republic and the Foundation on January 22, 1945, (hereinafter referred to as the "Agreement"), providing for a cooperative education program in Ecuador.

61 Stat., Pt. 3,
p. 3257.

CLAUSE I

The said cooperative education program is hereby extended for an additional period of approximately six months from the twenty-second day of January 1948 through the thirtieth day of June 1948.

CLAUSE II

The said cooperative education program shall continue to include:

- a. Furnishing by the Institute of a small field staff of education specialists for service in Ecuador in carrying out the cooperative education program.
- b. Grants to permit Ecuadoran educators to go to the United States for specialized training, to lecture, to teach and to interchange ideas and experiences with United States educators.
- c. Exploration and survey in Ecuador of local needs and resources for carrying out educational projects at the primary and secondary school levels and in teacher education.
- d. Development, adaptation, and exchange of suitable teaching materials for teachers at the primary, secondary and teacher education levels.
- e. Local projects needed to implement the program in Ecuador.

The cooperative program of education shall continue to be limited to relatively few projects, each of which is of special interest to the Government of Ecuador, in order that definite results may be obtained and that such results will be indicative of the cooperation existing between the Government of Ecuador and the Government of the United States in the important field of public education.

The Ministry of Education considers the solution of the following problems as being particularly important:

- a. The training of school administrators (school directors, school inspectors, provincial directors of education, etc.)
- b. The orientation of technical and vocational schools, both urban and rural, at the elementary and secondary level.

- c. Orientation of schools of teacher education.
- d. Orientation of pre-school education.

CLAUSE III

The field staff of the Institute shall be under the direction of the Special Representative who shall be the representative of the Institute in connection with the program to be carried on in accordance with this Extension Agreement. The Special Representative and other members of the Institute field staff shall be acceptable to the Minister of Public Education.

CLAUSE IV

The special technical service created in the Ministry of Public Education in Ecuador, pursuant to the Agreement, under the name of "Servicio Cooperativo Interamericano de Educación", (hereinafter called the "Servicio"), shall act as an intermediary between the Government of Ecuador and the Institute, and shall continue to carry out the cooperative education program. The Special Representative of the Institute shall be the Director of the Servicio.

CLAUSE V

The cooperative education program shall continue to consist of individual projects. The kind of work and the specific projects to be undertaken in the execution of this Extension Agreement and the allocation of funds therefor shall be agreed upon in writing by the Minister and the Special Representative, and shall be carried out by the Director of the Servicio in conformity with policies prescribed jointly by the Minister and the Special Representative. The Ecuadoran educators to be sent to the United States and the terms of their scholarships or grants shall be mutually agreed upon in writing by the Minister and the Special Representative.

CLAUSE VI

The Institute shall determine and pay the salaries and other expenses payable directly to, or on account of, members of the Institute field staff in an amount not to exceed Seven Thousand One Hundred Sixty-eight Dollars (\$7,168) U.S. currency, which shall be in addition to the Seventy Thousand Dollars (\$70,000) allocated for such purpose in Paragraph Five (5) of the Agreement and which Seven Thousand One Hundred Sixty-eight Dollars (\$7,168) shall be retained in the United States by the Institute, making a total of Seventy-seven Thousand One Hundred Sixty-eight Dollars (\$77,168) which has been allocated by the Foundation and the Institute for such purposes and shall also be in addition to the Thirty Thousand Dollars (\$30,000) which the Foundation agreed to deposit to the account of the Servicio pursuant to the said Paragraph Five (5) of the Agreement, making a total aggregate amount of One Hundred Seven Thousand One Hundred Sixty-eight Dollars (\$107,168) allocated by the Foundation and the Institute for the cooperative education program.

The Republic shall deposit in the Banco Central del Ecuador in Quito (or in any other bank which shall be mutually agreed upon by the Minister and the Special Representative) to the account of the Servicio the sum of----- Sucres (S/.), being the equivalent of not less than Seven Thousand Dollars (\$7,000) U.S. currency, at the rate of exchange of 13.4 sucres per dollar. The deposit required to be made by the Republic hereby shall be made during the month of February 1948, and the said deposit shall be in addition to the Republic's regular budget for education and in addition to the total amount specified in the Agreement to be deposited by the Republic to the account of the Servicio.

CLAUSE VII

Any of the funds introduced into Ecuador by the Institute for the purpose of the cooperative education program shall be exempt from taxes, service charges, investment or deposit requirements, and other currency controls, and shall be converted into sucres at a rate of exchange not less than 13.4 per dollar. Similarly, where it is necessary to convert sucres into dollars for the financing of scholarships or grants or other expenditures in the United States, the sucres shall be converted into dollars at a rate of exchange of not more than 13.5 sucres per dollar.

CLAUSE VIII

Any funds heretofore withheld by the Foundation pursuant to agreement between the Minister and the Special Representative of the Foundation for the purchase of materials and supplies and other disbursements in the United States of America relating to the execution of the cooperative education program and not expended or obligated therefor shall be deposited in the Servicio bank account at any time upon the mutual agreement of the Minister and the Special Representative.

CLAUSE IX

All contracts necessary to carry out the terms of the projects mutually agreed to as herein provided shall be made in the name of the Servicio and shall be signed by the Director of the Servicio. Personnel to be paid out of program funds deposited in Ecuador shall be selected by the Director of the Servicio, subject to the approval of the Minister. The general policies and procedures for the execution of the program and for the disbursement and accounting of funds, for the purchase, use, inventory, control and disposition of property, and any other administrative matters, shall be determined or established by mutual agreement between the Minister and the Special Representative. No disbursement from the said Servicio bank account may be made without the signed authorization of the Director of the Servicio or his delegate and of the Minister or his delegate. Checks for an amount of more than Three Thousand Sucres (S/ 3,000) also shall bear both signatures. The books and records of the Servicio relating to the said cooperative education program shall be open at all times for inspection by representatives of the Republic and of the Institute,

and the Director of the Servicio shall render financial reports to the Republic and to the Institute at such intervals as may be agreed upon between the Minister and the Special Representative.

CLAUSE X

The Institute shall use its best efforts to obtain such assistance and cooperation of other agencies, both public and private, in the United States, as may be appropriate for the execution of the said cooperative education program. The Republic, in addition to its cash contribution as provided herein, shall (a) appoint specialists, in agreement with the Director of the Servicio, to collaborate with the field staff of the Institute; (b) make available office space, furnishings and such other facilities, materials, equipment and supplies as it may conveniently provide for the said program; and (c) lend the general assistance thereto of the other departments of the Republic.

CLAUSE XI

The funds payable by the Institute under the Agreement of this Extension Agreement, or paid by the parties hereto into the said Servicio bank account, shall continue to be available for the said cooperative education program during the existence of this Extension Agreement, without regard to annual periods or fiscal years.

In the event that the Institute deems that the funds or any portion thereof which it has set aside for the payment of salaries and other expenses directly payable to, or on account of, members of the field staff, as provided in Clause VI hereof, will be more than is needed for that purpose, or for any other purpose of the Institute, the Institute will thereupon advise the Republic of the surplus which it can accordingly make available for projects and such additional sum shall be paid into the Servicio bank account or be otherwise disposed of pursuant to this Agreement.

The Minister and the Special Representative of the Institute shall determine by mutual agreement the disposition of any unobligated funds and of any other personal property remaining in the control of the Servicio upon the termination of this Extension Agreement.

CLAUSE XII

All employees of the Institute who are citizens of the United States of America and are engaged in carrying out the objectives of the cooperative education program shall be exempt from all income taxes and social security taxes with respect to income on 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. The employees who are members of the field staff of the Institute and members of their families who reside with them in Ecuador shall also be exempt from payment of customs and import duties on their personal effects and equipment and supplies for their own use and from investment and deposit requirements and from costs of foreign exchange conversions on funds brought into Ecuador for their normal living expenses.

CLAUSE XIII

All rights and privileges which are enjoyed by governmental and official divisions or agencies of the Republic shall accrue to the Servicio. Such rights and privileges shall include, for example, free postal, telegraph, and telephone service, special government rates from transportation companies and also freedom and immunity from excise, stamp, property, income and all other taxes, as well as from consular charges and customs duties upon imports for the use of the Servicio in the cooperative education program. The Institute shall enjoy the same rights and exemptions with respect to its acts and property relating to the cooperative education program.

CLAUSE XIV

All materials, equipment, and supplies purchased with funds of the Servicio shall become and remain the property of the Republic and shall be devoted to the program.

CLAUSE XV

Any rights, powers, or duties conferred by this Extension Agreement upon either the Minister, the Special Representative, or the Director of the Servicio, may be delegated by the recipient thereof to representatives in writing, provided that such representatives are satisfactory to the other parties. Regardless of the naming of said representatives, the Minister and the Special Representative shall have the right to refer any matter directly to one another for discussion and decision.

CLAUSE XVI

The Executive Power of the Republic will take the necessary steps to obtain the legislation, decrees, orders or resolutions necessary to carry out the terms of this Extension Agreement.

CLAUSE XVII

This Extension Agreement supersedes the Agreement in all respects whatsoever and shall become effective as soon as diplomatic notes confirming and accepting this Extension Agreement have been exchanged between the Ministry of Foreign Affairs of the Government of Ecuador and the Embassy of the United States of America to Ecuador, or upon the date of execution hereof in the event that diplomatic notes approving the extension of the cooperative education program as herein provided have heretofore been exchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives, in duplicate, in the English and Spanish languages, at Quito, Ecuador, this day of , 194 .

FOR THE GOVERNMENT OF ECUADOR FOR THE INSTITUTE OF INTER-
AMERICAN AFFAIRS

PEDRO OSUNA
Special Representative
Education Division

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

REPÚBLICA DEL ECUADOR
MINISTERIO DE RELACIONES EXTERIORES

DEPARTAMENTO DIPLOMATICO

Nº 265 - DDP

QUITO, a 14 Nov. 1947

SEÑOR EMBAJADOR:

Tengo a honra referirme, una vez más, a la atenta comunicación de Vuestra Excelencia número 325, de 2 de octubre último, y a la mía de respuesta número 231-DDP, de 18 del mismo mes, sobre la extensión del Convenio para el funcionamiento del Servicio Cooperativo Interamericano de Educación en el Ecuador, por el período comprendido entre el 22 de enero y el 30 de junio de 1948.

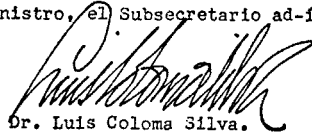
2. De acuerdo con lo que me permití expresar en el párrafo 5 de mi nota que menciono, y en vista de la contestación dada por el Ministerio de Educación Pública a mi consulta al respecto, me honro en manifestar hoy a Vuestra Excelencia que mi Gobierno aprecia la importancia y utilidad de las labores a cargo del Servicio Cooperativo de Educación y considera indispensable que lleguen a terminarse; por lo que conviene y acepta complacido la propuesta formulada por Vuestra Excelencia en la estimable comunicación que cito, o sea en la extensión del programa que desarrolla en el país el Servicio Cooperativo Interamericano de Educación, desde el 22 de enero hasta el 30 de junio de 1948, con sujeción a cuanto se estipula en el proyecto del respectivo convenio, anexo a la nota de Vuestra Excelencia número 325, de 2 de octubre de 1947, el mismo que ha sido discutido y convenido previamente entre el Ministerio de Educación Pública y el Señor Doctor Pedro Osuna, Representante Especial en el Ecuador de la División Educativa del Instituto de Asuntos Interamericanos.

3. Con el objeto de hacer efectiva esta extensión de dicho programa hasta la fecha mencionada en el párrafo anterior, el Ministerio de Educación Pública hará constar en su presupuesto para el año de 1948 la partida necesaria a tal objeto; esto es, el equivalente en sucres de siete mil dólares norteamericanos (US\$ 7.000,00), computados a un tipo de cambio de trece sucres, cuarenta centavos de sucre por dólar (S/. 13.40), cantidad que, sumada a los siete mil ciento sesenta y ocho dólares norteamericanos (US\$ 7.168,00) de que dispone el Instituto, cubrirá la función económica del Servicio Cooperativo de Educación en el Ecuador, hasta el 30 de junio de 1948.

4. Por lo tanto, me es grato comunicar a Vuestra Excelencia que el Ministerio de Educación Pública está dispuesto a suscribir el correspondiente Convenio de extensión del Servicio Cooperativo de Educación Pública en el Ecuador, con el Señor Representante de la División Educativa del Instituto de Asuntos Interamericanos de conformidad con el texto sugerido por Vuestra Excelencia y cuanto ha sido acordado en las conversaciones a que aludo, sostenidas entre los competentes funcionarios.

Válgome de esta grata oportunidad, para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Por el Ministro, el Subsecretario ad-interim



Dr. Luis Coloma Silva.

Al Excelentísimo Señor

JOHN F. SIMMONS,

*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.*

Translation

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN RELATIONS

DIPLOMATIC DEPARTMENT

No. 265-DDP.

QUITO, November 14, 1947

MR. AMBASSADOR:

I have the honor to refer once more to Your Excellency's courteous communication No. 325 of October 2 last and to my communication No. 231-DDP [¹] in reply, dated the 18th of the same month, regarding the extension of the Agreement for the functioning of the Servicio Cooperativo Interamericano de Educación in Ecuador for the period between January 22 and June 30, 1948.

2. In accordance with what I took the liberty of stating in paragraph 5 of my aforesaid note, and in view of the reply of the Ministry of Public Education to my inquiry in the matter, I have the honor to inform Your Excellency today that my Government appreciates the importance and usefulness of the work being done by the Servicio Cooperativo de Educación and considers it essential that it be carried through to its conclusion. Therefore, it agrees to and accepts with pleasure the proposal formulated by Your Excellency in the valued communication to which I refer, namely, to extension from January 22 to June 30, 1948, of the program which the Servicio Cooperativo Interamericano de Educación is carrying out in this country; subject to the provisions of the draft agreement thereunto appertaining, enclosed with Your Excellency's note No. 325 of October 2, 1947, the same that was previously discussed and agreed to by the Ministry of Public Education and Dr. Pedro Osuna, Special Representative in Ecuador of the Education Division of the Institute of Inter-American Affairs.

3. For the purpose of making this extension of the said program effective until the date mentioned in the preceding paragraph, the Ministry of Public Education will include in its budget for the year 1948 the item necessary for that purpose; that is to say, the equivalent

¹ [Not printed.]

in sucres of Seven Thousand Dollars (\$7,000.00 U.S. currency), computed at the rate of exchange of thirteen sucres, forty centavos (S/.13.40) per dollar, which amount, added to the Seven Thousand One Hundred and Sixty-eight Dollars (\$7,168.00 U.S. currency) that the Institute has at its disposal, will cover the financial requirements of the Servicio Cooperativo de Educación in Ecuador until June 30, 1948.

4. I therefore take pleasure in informing Your Excellency that the Ministry of Public Education is prepared to sign the Agreement in question for extension of the Servicio Cooperativo de Educación Pública in Ecuador with the Representative of the Education Division of the Institute of Inter-American Affairs, in conformity with the text proposed by Your Excellency and with what was agreed upon in the aforesaid conversations that took place between the competent officials.

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

For the Minister:

LUIS COLOMA SILVA

DR. LUIS COLOMA SILVA.

Under Secretary ad interim.

His Excellency

JOHN F. SIMMONS,

*Ambassador Extraordinary and Plenipotentiary of
the United States of America.*

EXTENSION AGREEMENT

The Republic of Ecuador (hereinafter referred to as the "Republic"), represented by the Minister of Public Education (hereinafter referred to as the "Minister"), and The Institute of Inter-American Affairs (hereinafter referred to as the "Institute"), a corporate instrumentality of the Government of the United States of America and successor to the Inter-American Educational Foundation, Inc., (hereinafter referred to as the "Foundation"), represented by its Special Representative, Education Division, Dr. Pedro Osuna (hereinafter referred to as the "Special Representative"), have agreed to extend and modify, in the manner hereinafter set forth, the Agreement executed by the Republic and the Foundation on January 22, 1945, (hereinafter referred to as the "Agreement"), providing for a cooperative education program in Ecuador.

61 Stat., Pt. 3,
p. 3267.

CLAUSE I

Period of extension.

The said cooperative education program is hereby extended for an additional period of approximately six months from the twenty-second day of January 1948 through the thirtieth day of June 1948,

CLAUSE II

The said cooperative education program shall continue to include:

a. Furnishing by the Institute of a small field staff of education specialists for service in Ecuador in carrying out the cooperative education program.

b. Grants to permit Ecuadoran educators to go to the United States for specialized training, to lecture, to teach and to interchange ideas and experiences with United States educators.

c. Exploration and survey in Ecuador of local needs and resources for carrying out educational projects at the primary and secondary school levels and in teacher education.

d. Development, adaptation, and exchange of suitable teaching materials for teachers at the primary, secondary and teacher education levels.

e. Local projects needed to implement the program in Ecuador.

The cooperative program of education shall continue to be limited to relatively few projects, each of which is of special interest to the Government of Ecuador, in order that definite results may be obtained and that such results will be indicative of the cooperation existing between the Government of Ecuador and the Government of the United States in the important field of public education.

The Ministry of Education considers the solution of the following problems as being particularly important:

a. The training of school administrators (school directors, school inspectors, provincial directors of education, etc.)

b. The orientation of technical and vocational schools, both urban and rural, at the elementary and secondary level.

- c. Orientation of schools of teacher education.
- d. Orientation of preschool education.

CLAUSE III

The field staff of the Institute shall be under the direction of the Special Representative who shall be the representative of the Institute in connection with the program to be carried on in accordance with this Extension Agreement. The Special Representative and other members of the Institute field staff shall be acceptable to the Minister of Public Education.

Field staff.

CLAUSE IV

The special technical service created in the Ministry of Public Education in Ecuador, pursuant to the Agreement, under the name of "Servicio Cooperativo Interamericano de Educación", (hereinafter called the "Servicio"), shall act as an intermediary between the Government of Ecuador and the Institute, and shall continue to carry out the cooperative education program. The Special Representative of the Institute shall be the Director of the Servicio.

Servicio.

Director.

CLAUSE V

The cooperative education program shall continue to consist of individual projects. The kind of work and the specific projects to be undertaken in the execution of this Extension Agreement and the allocation of funds therefor shall be agreed upon in writing by the Minister and the Special Representative, and shall be carried out by the Director of the Servicio in conformity with policies prescribed jointly by the Minister and the Special Representative. The Ecuadoran educators to be sent to the United States and the terms of their scholarships or grants shall be mutually agreed upon in writing by the Minister and the Special Representative.

Projects.

CLAUSE VI

The Institute shall determine and pay the salaries and other expenses payable directly to, or on account of, members of the Institute field staff in an amount not to exceed Seven Thousand One Hundred Sixty-eight Dollars (\$7,168) U. S. currency, which shall be in addition to the Seventy Thousand Dollars (\$70,000) allocated for such purpose in Paragraph Five (5) of the Agreement and which Seven Thousand One Hundred Sixty-eight Dollars (\$7,168) shall be retained in the United States by the Institute, making a total of Seventy-seven Thousand One Hundred Sixty-eight Dollars (\$77,168) which has been allocated by the Foundation and the Institute for such purposes and shall also be in addition to the Thirty Thousand Dollars (\$30,000) which the Foundation agreed to deposit to the account of the Servicio pursuant to the said Paragraph Five (5) of the Agreement, making a total aggregate amount of One Hundred Seven Thousand One Hundred Sixty-eight Dollars (\$107,168) allocated by the Foundation and the Institute for the cooperative education program.

Payment of salaries and expenses of field staff.

Deposits.

The Republic shall deposit in the Banco Central del Ecuador in Quito (or in any other bank which shall be mutually agreed upon by the Minister and the Special Representative) to the account of the Servicio the sum of Ninety-six Thousand Fifty-one Suces (S/.96,051), being the equivalent of not less than Seven Thousand Dollars (\$7,000) U. S. currency, at the rate of exchange of 13.4 sucres per dollar. The deposit required to be made by the Republic hereby shall be made during the month of February 1948, and the said deposit shall be in addition to the Republic's regular budget for education and in addition to the total amount specified in the Agreement to be deposited by the Republic to the account of the Servicio.

CLAUSE VII

Exemption of funds from taxes, etc.

Any of the funds introduced into Ecuador by the Institute for the purpose of the cooperative education program shall be exempt from taxes, service charges, investment or deposit requirements, and other currency controls, and shall be converted into sucres at a rate of exchange not less than 13.4 per dollar. Similarly, where it is necessary to convert sucres into dollars for the financing of scholarships or grants or other expenditures in the United States, the sucres shall be converted into dollars at a rate of exchange of not more than 13.5 sucres per dollar.

Conversion of currency.

CLAUSE VIII

Deposit of withheld funds.

Any funds heretofore withheld by the Foundation pursuant to agreement between the Minister and the Special Representative of the Foundation for the purchase of materials and supplies and other disbursements in the United States of America relating to the execution of the cooperative education program and not expended or obligated therefor shall be deposited in the Servicio bank account at any time upon the mutual agreement of the Minister and the Special Representative.

CLAUSE IX

General policies and procedures.

All contracts necessary to carry out the terms of the projects mutually agreed to as herein provided shall be made in the name of the Servicio and shall be signed by the Director of the Servicio. Personnel to be paid out of program funds deposited in Ecuador shall be selected by the Director of the Servicio, subject to the approval of the Minister. The general policies and procedures for the execution of the program and for the disbursement and accounting of funds, for the purchase, use, inventory, control and disposition of property, and any other administrative matters, shall be determined or established by mutual agreement between the Minister and the Special Representative. No disbursement from the said Servicio bank account may be made without the signed authorization of the Director of the Servicio or his delegate and of the Minister or his delegate. Checks for an amount of more than Three Thousand Suces (S/.3,000) also shall bear both signatures. The books and

records of the Servicio relating to the said cooperative education program shall be open at all times for inspection by representatives of the Republic and of the Institute, and the Director of the Servicio shall render financial reports to the Republic and to the Institute at such intervals as may be agreed upon between the Minister and the Special Representative.

CLAUSE X

The Institute shall use its best efforts to obtain such assistance and cooperation of other agencies, both public and private, in the United States, as may be appropriate for the execution of the said cooperative education program. The Republic, in addition to its cash contribution as provided herein, shall (a) appoint specialists, in agreement with the Director of the Servicio, to collaborate with the field staff of the Institute; (b) make available office space, furnishings and such other facilities, materials, equipment and supplies as it may conveniently provide for the said program; and (c) lend the general assistance thereto of the other departments of the Republic.

Additional assistance.

CLAUSE XI

The funds payable by the Institute under the Agreement or this Extension Agreement, or paid by the parties hereto into the said Servicio bank account, shall continue to be available for the said cooperative education program during the existence of this Extension Agreement, without regard to annual periods or fiscal years.

Availability of funds.

In the event that the Institute deems that the funds or any portion thereof which it has set aside for the payment of salaries and other expenses directly payable to, or on account of, members of the field staff, as provided in Clause VI hereof, will be more than is needed for that purpose, or for any other purpose of the Institute, the Institute will thereupon advise the Republic of the surplus which it can accordingly make available for projects and such additional sum shall be paid into the Servicio bank account or be otherwise disposed of pursuant to this Agreement.

Surplus funds.

Ante, p. 3913.

The Minister and the Special Representative of the Institute shall determine by mutual agreement the disposition of any unobligated funds and of any other personal property remaining in the control of the Servicio upon the termination of this Extension Agreement.

CLAUSE XII

All employees of the Institute who are citizens of the United States of America and are engaged in carrying out the objectives of the cooperative education program shall be exempt from all income taxes and social security taxes with respect to income on 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. The employees who are members of the field staff of the Institute and members of their families

Exemption of employees from taxation.

who reside with them in Ecuador shall also be exempt from payment of customs and import duties on their personal effects and equipment and supplies for their own use and from investment and deposit requirements and from costs of foreign exchange conversions on funds brought into Ecuador for their normal living expenses.

CLAUSE XIII

Rights and privileges.

All rights and privileges which are enjoyed by governmental and official divisions or agencies of the Republic shall accrue to the Servicio. Such rights and privileges shall include, for example, free postal, telegraph, and telephone service, special government rates from transportation companies and also freedom and immunity from excise, stamp, property, income and all other taxes, as well as from consular charges and customs duties upon imports for the use of the Servicio in the cooperative education program. The Institute shall enjoy the same rights and exemptions with respect to its acts and property relating to the cooperative education program.

CLAUSE XIV

Ownership of equipment.

All materials, equipment, and supplies purchased with funds of the Servicio shall become and remain the property of the Republic and shall be devoted to the program.

CLAUSE XV

Delegation of power, etc.

Any rights, powers, or duties conferred by this Extension Agreement upon either the Minister, the Special Representative, or the Director of the Servicio, may be delegated by the recipient thereof to representatives in writing, provided that such representatives are satisfactory to the other parties. Regardless of the naming of said representatives, the Minister and the Special Representative shall have the right to refer any matter directly to one another for discussion and decision.

CLAUSE XVI

Legislation.

The Executive Power of the Republic will take the necessary steps to obtain the legislation, decrees, orders or resolutions necessary to carry out the terms of this Extension Agreement.

CLAUSE XVII

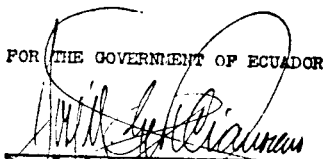
Effective date.

This Extension Agreement supersedes the Agreement in all respects whatsoever and shall become effective as soon as diplomatic notes confirming and accepting this Extension Agreement have been exchanged between the Ministry of Foreign Affairs of the Government of Ecuador and the Embassy of the United States of America to Ecuador, or upon the date of execution hereof in the event that diplomatic notes approving the extension of the cooperative education program as herein provided have heretofore been exchanged.


IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives,

in duplicate, in the English and Spanish languages, at Quito, Ecuador,
this 11 Nov. 1947 day of 1947.

FOR THE GOVERNMENT OF ECUADOR


Dr. José Miguel García Moreno
Minister of Public Education

FOR THE INSTITUTE OF INTER-
AMERICAN AFFAIRS


Pedro Osuna
Special Representative
Education Division

CONVENIO DE PRORROGA

La República del Ecuador (que en adelante se llamará la "República"), representada por el Ministro de Educación Pública (que en adelante se llamará el "Ministro"), y The Institute of Inter-American Affairs (que en adelante se llamará el "Instituto"), una Corporación y una Agencia del Gobierno de los Estados Unidos de América, sucesor de la Inter-American Educational Foundation, Inc., (que en adelante se llamará la "Fundación"), por intermedio de su Representante Especial de la División de Educación, Dr. Pedro Osuna (que en adelante se llamará el "Representante Especial"), han acordado prorrogar y modificar, en la manera expuesta a continuación, el Convenio celebrado por la República y la Fundación el día 22 de Enero de 1945 (que en adelante se llamará el "Convenio"), estableciendo un programa cooperativo de educación en el Ecuador.

CLAUSULA I

Por medio del presente convenio el aludido programa cooperativo de educación queda prorrogado, por un período adicional de aproximadamente seis meses, que se iniciará el vigésimo segundo día del mes de Enero de 1948 y que terminará el trigésimo día del mes de Junio de 1948.

CLAUSULA II

El mencionado programa cooperativo de educación habrá de continuar incluyendo:

- a. Suministro, por parte del Instituto, de un pequeño cuerpo de especialistas en educación que trabajen en el Ecuador en la realización del programa educacional cooperativo;
- b. Subvenciones, para que educadores ecuatorianos puedan viajar a los Estados Unidos de América, con el objeto de que adquieran entrenamiento especializado, para dictar conferencias, enseñar e intercambiar ideas y experiencias con los educadores estadounidenses;
- c. La investigación y estudio de las necesidades locales en el Ecuador y de los recursos con que cuenta para llevar a cabo proyectos educacionales en el campo de la enseñanza primaria y secundaria, y en el del perfeccionamiento del profesorado;
- d. Desarrollo, adaptación e intercambio de materiales de enseñanza apropiados para los maestros en la enseñanza primaria, y secundaria y en la preparación del profesorado;
- e. Proyectos locales necesarios para la realización del programa en el Ecuador.

El programa cooperativo educacional habrá de continuar siendo limitado a pocos proyectos, cada uno de los cuales será de interés especial para el Gobierno del Ecuador, a fin de poder lograr resultados definitivos y de que tales resultados demuestren la cooperación existente entre el Gobierno del Ecuador y el Gobierno de los Estados Unidos, en el importante campo de la Educación Pública.

El Ministerio de Educación considera especialmente importante la solución de los siguientes problemas:

- a. La capacitación de administradores escolares (directores de escuelas, inspectores escolares, directores provinciales de educación, etc.);
- b. La orientación de las escuelas técnicas y profesionales de tipo secundario y primario, urbanas y rurales;
- c. La orientación de los Institutos Normales;
- d. La orientación de la educación pre-escolar.

CLAUSULA III

El cuerpo de especialistas del "Instituto" (Field Staff) estará bajo la dirección del Representante Especial, quién será el Representante del "Instituto" en relación con el programa a llevarse a cabo de conformidad con este Convenio de Prórroga. El Representante Especial y los demás miembros del Cuerpo de especialistas del "Instituto" deberán ser aprobados por el Ministro de Educación Pública, para el ejercicio de sus funciones.

CLAUSULA IV

El servicio técnico especial, establecido en el Ministerio de Educación Pública del Ecuador, de conformidad con el "Convenio", bajo el nombre de "Servicio Cooperativo Interamericano de Educación", (que en adelante se llamará el "Servicio"), actuará como intermediario entre el Gobierno del Ecuador y el Instituto, y continuará llevando a cabo el programa cooperativo de educación. El Representante Especial del Instituto actuará como Director del "Servicio".

CLAUSULA V

El programa cooperativo educacional seguirá comprendiendo proyectos individuales. La clase de actividades, los proyectos específicos a efectuarse en la ejecución de este Convenio de Prórroga, y la asignación de fondos para los mismos, serán acordados, por escrito, entre el Ministro y el Representante Especial, y serán ejecutados por el Director del Servicio de conformidad con las normas establecidas conjuntamente por el Ministro y el Representante Especial. Los educadores ecuatorianos a enviarse a los Estados Unidos, y las condiciones de sus becas o subvenciones, serán mutuamente acordados, por escrito, entre el Ministro y el Representante Especial.

CLAUSULA VI

El "Instituto" determinará y pagará, ya sea directamente o acreditándolos a las cuentas personales de los miembros del Cuerpo de especialistas del Instituto, los sueldos y otros gastos que les correspondiera, en una suma que no excederá de siete mil ciento sesenta y ocho dólares U. S. (\$7,168), además de los setenta mil dólares (\$70,000), asignados para tal propósito, en el párrafo (5°) quinto del "Convenio". Estos siete mil ciento sesenta y ocho dólares (\$7,168) serán retenidos en los Estados Unidos, por el "Instituto", con los que se elevarán a setenta y siete mil ciento sesenta y ocho dólares

(\$77.168), los fondos asignados por la "Fundación" y el "Instituto" para estos propósitos, aparte, también, de los treinta mil dólares (\$30.000) que la "Fundación" acordó depositar en la cuenta del "Servicio", de conformidad con el mencionado párrafo quinto (5°) del "Convenio", subiendo de esta manera a la cantidad de ciento siete mil ciento sesenta y ocho dólares (\$107.168), la contribución total de la "Fundación" y del "Instituto", para el programa cooperativo educacional.

La República del Ecuador depositará en el Banco Central del Ecuador en Quito (o en cualquier otro banco que sea mutuamente acordado entre el Ministro y el Representante Especial), en la cuenta del Servicio, la suma de noventa y seis mil cincuenta y un sucres (S/.96.051), o sea el equivalente de no menos de siete mil dólares (\$7.000) U.S., al tipo de cambio de 13.4 sucres por dólar. El depósito requerido de parte de la República se hará durante el mes de Febrero de 1948, y constituirá una adición al presupuesto regular de la República para fines de educación y aparte de la cantidad total, especificada en el Convenio y a ser depositada por la República, en la cuenta del Servicio.

CLAUSULA VII

Todos los fondos que sean introducidos al Ecuador por el Instituto para fines del programa educacional cooperativo, deberán estar exentos de impuestos, recargos por servicio, requerimientos de inversión o depósito y otros controles de cambio, y serán convertidos en sucres a un tipo de cambio de no menos de 13.4 sucres por dólar. Asimismo, y cuando sea necesario convertir sucres a dólares para el financiamiento de becas y subvenciones, y otros gastos en los Estados Unidos, los sucres serán convertidos a dólares a un tipo de cambio de no más de 13.5 sucres por dólar.

CLAUSULA VIII

Los fondos hasta aquí retenidos por la Fundación, de conformidad con lo convenido entre el Ministro y el Representante Especial de la Fundación, para la compra de materiales y equipos, y otros desembolsos en los Estados Unidos de América, relacionados con la ejecución del programa cooperativo educacional, y que no hubieren sido gastados u obligados en estos objetos, se depositarán en la cuenta bancaria del Servicio en cualquier momento, cuando el Ministro y el Representante Especial así lo convengan.

CLAUSULA IX

Todos los contratos necesarios para llevar a cabo los términos de los proyectos mutuamente acordados de conformidad con este acuerdo, serán celebrados a nombre del Servicio y serán firmados por el Director del Servicio. El personal que fuere remunerado con fondos del programa depositados en el Ecuador, será seleccionado por el Director del Servicio, y estará sujeto a la aprobación del Ministro. Las normas generales y procedimientos para la ejecución del programa y para el desembolso y contabilidad de los fondos, para la compra, uso, inven-

tario, control y disposición de bienes y cualesquier otros asuntos administrativos, serán determinados o establecidos por mutuo acuerdo entre el Ministro y el Representante Especial. No se hará ningún desembolso de la mencionada cuenta bancaria del Servicio, sin la autorización firmada por el Director del Servicio o de su delegado, y del Ministro o de su delegado. Los cheques que pasen de tres mil suces (S/3.000) también deberán llevar ambas firmas. Los libros y datos del Servicio relacionados con el programa cooperativo de educación estarán en todo tiempo disponibles para su inspección por parte de representantes de la República y del Instituto, y el Director del Servicio rendirá informes financieros a la República y al Instituto, con los intervalos que sean acordados entre el Ministro y el Representante Especial.

CLAUSULA X

El Instituto hará lo posible para conseguir, en los Estados Unidos, la ayuda y cooperación de otras entidades, tanto públicas como privadas, que sean apropiadas para la ejecución del aludido programa cooperativo de educación. La República, además de su contribución en efectivo aquí estipulada, (a) nombrará de acuerdo con el Director del Servicio, especialistas para que colaboren con el Cuerpo de especialistas del Instituto; (b) suministrará locales para oficinas, así como muebles o cualesquiera otras facilidades semejantes, materiales, equipos y suministros que pueda convenientemente aportar para el mencionado programa; (c) conseguirá la ayuda general de las demás entidades oficiales de la República.

CLAUSULA XI

Los fondos a pagarse por el Instituto según el Convenio o según este Convenio de Prórroga, o los pagados ya por las partes suscriptoras del presente, y depositados en la cuenta bancaria del Servicio, seguirán siendo disponibles para dicho programa cooperativo de educación, durante la vigencia de este Convenio de Prórroga, sin tomar en cuenta para este propósito, períodos anuales o años fiscales.

En el caso de que el Instituto estime que los fondos, segregados para sueldos y otros gastos a pagarse directamente a los miembros del Cuerpo de especialistas, o a depositarse en sus respectivas cuentas, de conformidad con la cláusula VI del presente convenio, se hallan en exceso de los necesarios para este fin o para cualquier otro propósito del Instituto, informará éste a la República del sobrante que, por consiguiente, podrá invertirse en la ejecución de los proyectos. Tal cantidad adicional se depositará en la cuenta bancaria del Servicio, o se dispondrá de ella de otra manera, de conformidad con este Convenio.

El Ministro y el Representante Especial del Instituto determinarán, por mutuo acuerdo, la disposición de cualesquiera fondos no comprometidos y de cualesquiera otros bienes que queden bajo el control del Servicio, al vencimiento de este Convenio de Prórroga.

CLAUSULA XII

Todos los empleados del Instituto que sean ciudadanos de los Estados Unidos de América y contratados para llevar a cabo los fines del

programa cooperativo de educación, estarán excentos del pago de impuestos a la renta e impuestos de seguro social, referentes a rentas sobre las cuales se hallan en el caso de pagar impuestos a la renta o de seguro social al Gobierno de los Estados Unidos de América, como también se hallarán excentos del pago de impuestos sobre propiedades o bienes personales destinados a su propio uso. Los empleados que sean miembros del Cuerpo de especialistas del Instituto, así como los miembros de sus familias que con ellos residan en el Ecuador, estarán excentos del pago de impuestos aduaneros y derechos consulares en la importación de sus efectos personales y de equipos y suministros para su propio uso, y se hallarán asimismo exceptuados de requisitos de inversión y requerimientos de depósito, y de pagos de impuestos, tasas, recargos, etc. etc., y en el canje o cambio de moneda extranjera traída por ellos al Ecuador para los gastos normales de vida.

CLAUSULA XIII

El Servicio gozará de todos los derechos y excenciones conferidos a departamentos o entidades gubernamentales y oficiales de la República. Tales derechos y excenciones incluirán, por ejemplo, los de franquicia postal, telegráfica y telefónica; tarifas gubernamentales especiales para compañías de transportes, y comprenderán también excenciones e inmunidades de impuestos sobre consumos, timbres, bienes, renta y otros, así como de derechos consulares e impuestos aduaneros sobre importaciones destinadas para el uso del Servicio en el programa cooperativo de educación. El Instituto gozará de los mismos derechos y excenciones que el Servicio, con respecto a sus actos y propiedades relacionados con el programa cooperativo de educación.

CLAUSULA XIV

Todo material, equipo y suministros comprados con fondos del Servicio, pasarán a ser de propiedad de la República, y serán dedicados al programa.

CLAUSULA XV

Cualquier derecho, facultad o deber, conferidos por este convenio de Prórroga al Ministro, al Representante Especial o al Director del Servicio, podrán ser delegados por escrito, por cada uno de estos funcionarios, en favor de distintas personas o representantes, siempre y cuando dichos representantes sean aceptables a las otras partes. No obstante la existencia de tales delegaciones, el Ministro y el Representante Especial podrán tratar cualquier asunto directamente, entre ellos, y resolverlo.

CLAUSULA XVI

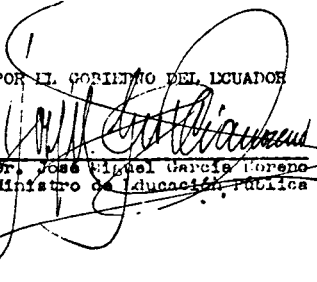
El Poder Ejecutivo de la República dará los pasos necesarios para que se expidan la legislación, los decretos, órdenes y resoluciones que sean necesarios para el cumplimiento de las estipulaciones de este Convenio de Prórroga.

CLAUSULA XVII


Este Convenio de Prórroga reemplaza al Convenio en todos sus aspectos, y entrará en vigencia con el cambio de notas diplomáticas entre el Ministerio de Relaciones Exteriores del Gobierno del Ecuador, y la Embajada de los Estados Unidos de América en el Ecuador, que confirmen y acepten el presente Convenio de Prórroga, o en la fecha de la ejecución del mismo, en el caso de que las referidas notas diplomáticas aprobando la prórroga del programa cooperativo de educación, de acuerdo con las estipulaciones contenidas en el presente convenio, hayan sido ya cruzadas.

EN FE DE LO CUAL, las partes suscriptoras del presente han formulado este Convenio de Prórroga para que sea ejecutado por sus representantes debidamente autorizados, en duplicado, en los idiomas Inglés y Español, en Quito, Ecuador, a 11 Nov. 1947

FOR THE GOVERNMENT OF ECUADOR


~~Dr. José Miguel García Moreno~~
~~Ministro de Educación Pública~~

FOR THE INSTITUTE OF INTER-AMERICAN AFFAIRS


Pedro Osuna
Representante Especial
División de Educación

May 28, 1947
[T. I. A. S. 1750]

Agreement and exchanges of notes between the United States of America and the Netherlands respecting a mutual aid settlement; signed at Washington May 28, 1947, entered into force May 28, 1947. Agreement between the United States of America and the Netherlands Indies; signed at Washington May 28, 1947, entered into force May 28, 1947. And memorandum of arrangement between the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Netherlands; signed at Washington May 28, 1947, entered into force May 28, 1947.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS REGARDING SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, SURPLUS PROPERTY, MILITARY RELIEF, AND CLAIMS

The Government of the United States of America (hereinafter referred to as the United States Government) and the Government of the Kingdom of the Netherlands (hereinafter referred to as the Netherlands Government), comprising the Kingdom in Europe, the Netherlands Indies and the Territories of Surinam and Curaçao, have reached an understanding regarding a settlement for lend-lease and reciprocal aid, for certain surplus property, for the Netherlands Government's obligation to the United States Government for civilian supplies furnished as military relief in the Netherlands and in the Netherlands Indies, and for other financial claims of each Government against the other arising out of the conduct of the war. This settlement is complete and final, and both Governments agree that, except as herein specifically provided, no further benefits will be sought by either Government as consideration for the foregoing. In arriving at this understanding, both Governments have recognized the benefits accruing to each from their contributions to the defeat of their common enemies, and have adhered to and hereby reaffirm their adherence to the principles expressed in Article VII of the Preliminary Agreement on Principles Applying to Mutual Aid in the Prosecution of the War Against Aggression, signed on July 8, 1942.

56 Stat. 1558.

1. Amount Due

As used in this Agreement the "total principal amount" due from the Netherlands Government to the United States Government is the sum of:

A. \$67,500,000, which is agreed by the two Governments to be the net amount due from the Netherlands Government to the United States Government with respect to lend-lease, reciprocal aid, civilian supplies furnished as military relief in the Netherlands (Plan A) and in the Netherlands Indies, certain aircraft heretofore sold by

the United States Government to the Netherlands Government, certain claims between the two Governments settled by this Agreement, and guilders in the accounts of finance officers of the United States armed forces, and

B. The amount due to the United States Government from the Netherlands Government under the \$30,000,000 line of credit (referred to in paragraph 5 of this Agreement) for the purchase of surplus property.

Post, p. 3929.

The terms of payment of the total principal amount are set forth in paragraph 6 of this Agreement.

2. Military Relief and Related Operations

In view of the benefits accruing to the two Governments from their contributions to the common war effort and in view of the payment specified in sub-paragraph 1A of this Agreement and of the other provisions of this Agreement:

A. The obligation of the Netherlands Government for the United States Government's share of the combined bills for civilian supplies furnished as military relief in the Netherlands (Plan A) is considered settled. The Netherlands Government recognizes that the settlement hereby made with the United States Government in no way impairs the obligation of the Netherlands Government to the United Kingdom and Canadian Governments for their shares of the combined claim for Plan A.

B. The United States Government's share of guilder proceeds from the sale of Allied publications distributed in the Netherlands in connection with military operations reverts to the Netherlands Government.

3. Intergovernmental Claims

A. The following financial claims between the two Governments will be settled and paid in dollars in accordance with procedures already established:

(1) Claims of the United States Government for the cost of lend-lease supplies and services transferred to the Netherlands Government by the United States Government on cash reimbursement terms not subsequently converted to other terms, and claims of the Netherlands Government for the excess of the amounts deposited by it with the United States Government under cash reimbursement lend-lease requisitions (including requisitions subsequently converted wholly or partly to other terms) over the cost of supplies and services transferred thereunder to the Netherlands Government on cash reimbursement terms not subsequently converted to other terms.

(2) Balance owing to the Netherlands Government under the portion of the agreement described in the Memorandum signed on May 30, 1942 by representatives of the United States Department of State and Office of Lend-Lease Administration

whereby the United States Government took over the war material in the United States procured by, or at that time under contracts in the United States let by, the Netherlands Government.

(3) Claims covered by the "Memorandum Concerning Disposition of and Payment for Cargoes Carried on Twelve Dutch Ships Diverted to Australia", dated December 20, 1944, and claims covered by the "Memorandum Concerning Disposition of and Payment for Certain Aircraft and Gun Parts Shipped to Australia by Netherlands Purchasing Commission", dated December 20, 1944.

(4) Claims of either Government against the other arising under the terms of the Netherlands-American Charter Plan dated March 6, 1942.

(5) Claims of either Government against the other arising under the "bareboat out-time charter back" chartering arrangements, including claims of the Netherlands Government against the United States Government as war or marine risk insurer or assumer by reason of (a) any loss or damage to the chartered vessel or (b) any claims against the chartered vessel other than (i) those waived or assumed under this Agreement, (ii) those waived or assumed by a third government or UNRRA under any present or future agreement with the United States Government, and (iii) those subject to the practice of the United States Government regarding interdepartmental waiver of claims.

(6) The claim of the Netherlands Government for repayment of the net balance of guilders advanced by it to the United States War Shipping Administration.

(7) The claim of the Netherlands Government for the repayment of the payment previously made to the United States Government under the "Agreement between the United States of America and the Kingdom of the Netherlands under Section 3 (c) of the Lend-Lease Act", signed on April 30, 1945.

B. To avoid the necessity of making adjustments hereafter in certain accounts and to facilitate the determination of certain amounts payable under sub-paragraph 3A of this Agreement, the two Governments agree upon \$17,820,000 as the cost of supplies and services transferred to the Netherlands Government through the agency of the United States War and Navy Departments, on cash reimbursement terms not subsequently converted to straight lend-lease terms, under lend-lease requisitions which, when filed by the Netherlands Government, called for direct cash reimbursement, but not including lend-lease requisitions filed directly with the United States Navy Department. This sum of \$17,820,000, heretofore paid by the Netherlands Government, includes an allowance for charges not yet reported and is not subject to adjustment. Such allowance will be disregarded in determining claims under subparagraph 3A (3) of this Agreement.

59 Stat. 1627.

Cost of supplies and services transferred to Netherlands Government.

C. The two Governments have agreed upon arrangements and procedures with respect to payment for articles and services procured in the Kingdom of the Netherlands for the United States armed forces and certain aircraft procured by the United States armed forces in the United States from the Netherlands Government and with respect to the return to the Netherlands Government of guilders held by the United States armed forces.

D. The claims between the two Governments listed in Appendix 1 hereto are among those settled by this Agreement and appropriate allowances have been made therefor in computing the net amount due from the Netherlands Government to the United States Government under sub-paragraph 1A of this Agreement.

Post, p. 3934.

E. The following arrangements are agreed on with respect to the time during which the large U. S. 7 (c) ships and the small U. S. 7 (c) ships (as defined in Appendix 1 hereto), as the case may be, were severally operated by the Netherlands Government for the United States Government during the 7 (c) period (as defined in Appendix 1 hereto):

Ships.

(1) The United States Government will bear the cost of all services and supplies, not hitherto paid for by the Netherlands Government, furnished by the United States Government to the Netherlands Government for the large U. S. 7 (c) ships and the small U. S. 7 (c) ships during such time.

(2) The Netherlands Government will retain all earnings, if any, arising from the commercial carriage of passengers and cargo on the large U. S. 7 (c) ships and the small U. S. 7 (c) ships during such time.

(3) The Netherlands Government will process all claims against the United States Government, or respecting which the ultimate liability is that of the United States Government, arising from the commercial carriage of passengers and cargo on the large U. S. 7 (c) ships and the small U. S. 7 (c) ships during such time, and will discharge the liability of the United States Government with respect thereto, except to the extent that third Governments have already undertaken to do so without being reimbursed in cash.

F. As further specified in Appendix 2 hereto, each Government waives all its claims against the other which arose out of requisitioning for use in the war program of property of the claimant Government and, except as provided in sub-paragraph 3A (5) of this Agreement, all its claims against the other, and all its claims respecting which the ultimate liability is that of the other, which arose out of maritime incidents occurring on or after May 10, 1940 and prior to July 1, 1946.

Waiver of claims.
Post, p. 3937.

G. Each Government waives all other financial claims against the other Government not otherwise dealt with in this Agreement which

(a) have arisen or may hereafter arise out of lend-lease or reciprocal aid, or

(b) otherwise arose out of incidents occurring on or after May 10, 1940 and prior to July 1, 1946 connected with or incidental to the conduct of the war,

except

(1) claims arising out of established arrangements where liability has heretofore been acknowledged and the method of computation agreed;

(2) claims arising out of retransfers, consented to by the United States Government after December 31, 1946, of lend-lease articles by a third government to the Netherlands Government; and

(3) claims presented in accordance with the practice whereby one government espouses a claim of one of its nationals and submits it through diplomatic channels to another government.

4. Private Claims

A. The Netherlands Government will process the claims described in the following sub-paragraphs (1) to (4) and will discharge the liability with respect thereto of the United States Government and of the individuals, firms and corporations against whom such claims are asserted as there described, except to the extent that third governments have already undertaken to do so without being reimbursed in cash, namely:

(1) Claims against the United States Government, or respecting which the ultimate liability is that of the United States Government, arising from maritime incidents (including those specified in Appendix 2 hereto) occurring on or after May 10, 1940 and prior to July 1, 1946, asserted or about to be asserted in courts of the Kingdom of the Netherlands, or asserted anywhere by individuals, firms and corporations, subjects of the Kingdom of the Netherlands at the time of the event giving rise to the claim, but not including claims of Netherlands subjects based upon service as seamen. In addition, as part of the general settlement, the Netherlands Government, without giving rise to any financial obligation on the part of the United States Government, will, at the request of the United States Government, take such steps as may be necessary, including the assumption of financial responsibility, to release vessels and cargoes belonging to the United States Government from legal actions brought to enforce any such claims.

(2) Claims of individuals, firms and corporations, domiciled in territory of the Kingdom of the Netherlands at any time between May 10, 1940, and September 2, 1945 (except individuals who are exclusively United States nationals) against the United States Government, its contractors or sub-contractors, for royalties under contracts for the use of inventions, patented or unpatented, or for infringement of patent

rights, in connection with war production carried on or contracted for prior to September 2, 1945 by the United States Government, its contractors or sub-contractors.

(3) Claims, whether contractual or non-contractual, against the United States Government and against members of its armed forces and civilian personnel attached thereto arising out of acts or omissions in territory of the Kingdom of the Netherlands of members of such armed forces or such civilian personnel, both line-of-duty and non-line-of-duty, occurring on or after May 10, 1940 and prior to September 2, 1945 in the case of contracts, and occurring on or after May 10, 1940 and prior to July 1, 1946 in the case of other acts or omissions.

(4) Claims of individuals, firms and corporations, subjects of the Kingdom of the Netherlands at the time of the event giving rise to the claim, against the United States Government arising out of the requisitioning (as specified in Appendix 2 hereto) for use in the war program of property located in the United States in which the claimant asserts an interest.

Post, p. 3927.

B. An appropriate allowance for the undertaking of the Netherlands Government in sub-paragraph 4A of this Agreement has been made in computing the net amount of \$67,500,000 due from the Netherlands Government to the United States Government under sub-paragraph 1A of this Agreement.

Ante, p. 3924.

5. Surplus Property

A. The two Governments agree that their rights and obligations in connection with the line of credit for the purchase of surplus property heretofore granted by the United States Government in the amount of \$30,000,000 (originally \$20,000,000) shall be as stated in this Agreement; and the letters dated May 14, 1946 and December 9, 1946, from the United States Central Field Commissioner for Europe, Office of the Foreign Liquidation Commissioner, to the Netherlands Treasurer General, accepted by the Netherlands Government, establishing the line of credit, and subsequent communications relating thereto, are superseded by this Agreement. Like provision regarding the rights and obligations under the line of credit for the purchase of surplus property heretofore granted by the United States Government to the Netherlands Indies Government in the amount of \$100,000,000 is made in a separate agreement signed concurrently herewith by the United States Government and the Netherlands Indies Government.

B. The terms of payment of the amount due under the \$30,000,000 line of credit shall be as stated in paragraph 6 of this Agreement. This change from the original terms of payment, and the like change regarding the \$100,000,000 line of credit made in the separate agreement signed concurrently herewith by the United States Government and the Netherlands Indies Government, have been consented to by the United States Government as part of the general settlement herein made.

C. The \$30,000,000 line of credit is for use in purchasing prior to January 1, 1948 United States surplus property, wherever situated, made available by the Office of the Foreign Liquidation Commissioner.

D. Charges heretofore made against the \$30,000,000 line of credit shall continue to be charges against it as from the respective dates of the charges, but, with respect to the accrual of interest, shall be subject to the provisions of sub-paragraph 6C of this Agreement. The bulk sales of surplus property in the Territories of Curaçao and Surinam shall be charges against the \$30,000,000 line of credit.

E. Procedural arrangements heretofore made in connection with the \$30,000,000 line of credit shall continue in force until changed.

6. Terms of Payment

A. The Netherlands Government undertakes that, as and when the amounts payable by the United States Government under sub-paragraph 3A of this Agreement are paid, it will pay equivalent amounts in dollars to the United States Government up to a total of \$19,500,000, in partial payment of the total principal amount due from it to the United States Government.

B. The remainder of the total principal amount due from the Netherlands Government to the United States Government will be paid by the Netherlands Government to the United States Government in dollars in thirty annual instalments, which shall become payable on July 1 of each year beginning July 1, 1951. The first instalment shall be equal to one-thirtieth of the unpaid portion as of July 1, 1951 of the total principal amount. Each subsequent instalment shall be equal to so much of the unpaid portion (as of the date of the instalment) of the total principal amount as has not previously become payable, divided by the number of instalments that have not previously become payable.

C. Interest will be paid to the United States Government by the Netherlands Government in dollars at the fixed rate of two percent per annum on \$50,000,000 (which is agreed to be the net sum of such of the charges constituting the total principal amount as are attributable to the period before July 1, 1946) for the period from July 1, 1946 through June 30, 1947, and, accruing from July 1, 1947, on the unpaid remainder of the total principal amount. With respect, however, to charges made under the \$30,000,000 line of credit, interest shall accrue from the first day of July next following the date on which each charge is made. With respect to the amount of any reduction in the total principal amount under the terms of sub-paragraph 6D and paragraph 7 of this Agreement interest for the period from the preceding July 1 shall be charged only to the date of such reduction. Interest shall be payable annually on July 1 of each year beginning July 1, 1947.

D. The Netherlands Government may at any time or times make payments to the United States Government under this Agreement of amounts not then payable or larger than are then payable. Any such payments will be credited first to past due interest, if any, and then to past due instalments, if any, and then to the unpaid remainder of the total principal amount.

E. If by agreement of both Governments it is determined that because of extraordinary and adverse economic conditions arising during the course of payment, any of the periodic payments of interest, of principal, of interest and principal, or of any part thereof would not be to the common advantage of both Governments, payment may be postponed on such terms and conditions as may be agreed.

Postponement of
payment.

7. Provision of Netherlands Currency and of Property

A. The Netherlands Government, when requested by the United States Government, will make available at any time or times, by payment to the United States Government or to such persons or organizations as the United States Government may designate, Netherlands currency in any amount (computed as provided in sub-paragraph 7E of this Agreement) not in excess of the then unpaid portion of the total principal amount plus past due interest, for:

(1) The payment of any or all of the ordinary governmental expenditures in the Kingdom of the Netherlands (other than the Netherlands Indies) of the United States Government or any department or agency thereof;

(2) The acquisition of real property, improvements thereon or furnishings therefor, agreed upon by the two Governments; and

(3) The payment of the cost of educational programs agreed upon by the two Governments.

B. In case the United States Government wishes to acquire any property (located in the Kingdom of the Netherlands, other than the Netherlands Indies), real or personal, tangible or intangible (other than for export except by mutual agreement), or to improve or furnish any property so located in which it has an interest, the Netherlands Government will at any time or times, as requested by the United States Government, enter into negotiations, and use its best efforts consistent with its public policy, to reach an agreement with the United States Government whereby there will be delivered to the United States Government the properties, improvements or furnishings which the United States Government desires or which the representatives of the United States Government have selected. Representatives of the United States Government may at their discretion conduct discussions directly with owners of property or with contractors for improvements or furnishings as to fair terms and prices prior to the delivery of

such property or improvements or furnishings to the United States Government.

C. The United States Government declares that it is now its intention to request that Netherlands currency be made available for agreed educational programs under sub-paragraph 7A of this Agreement to the value of \$5,000,000 and that it is now its intention to request that Netherlands currency be made available for, or that there be delivered, real property, improvements and furnishings, or both, under sub-paragraphs 7A and 7B of this Agreement to the value of \$8,700,000. This statement of intention does not prevent the United States Government from later proposing different amounts from these in these connections. The foregoing amounts are inclusive of amounts heretofore requested under corresponding arrangements hitherto existing under the \$30,000,000 line of credit.

D. The dollar equivalent (computed in accordance with sub-paragraph 7E of this Agreement) of any Netherlands currency made available and of the Netherlands currency value of any properties, improvements and furnishings delivered under this paragraph 7 or under corresponding arrangements hitherto existing under the \$30,000,000 line of credit shall be credited first to interest, if any, and then to instalments, if any, past due to the United States Government under this Agreement and then to the unpaid remainder of the total principal amount due under this Agreement.

E. Any Netherlands currency made available and the Netherlands currency value of any properties, improvements and furnishings delivered under this paragraph 7 or under corresponding arrangements hitherto existing under the \$30,000,000 line of credit will be valued at the par value between such currency and dollars established in conformity with procedures of the International Monetary Fund, or, if no such par value exists, at the rate most favorable to the United States Government used by the Netherlands Government in any official transaction at the time of the request by the United States Government that such currency be made available or that such properties, improvements or furnishings be delivered.

8. Silver

Nothing in this Agreement affects the obligation of the Netherlands Government in connection with silver transferred to it by the United States Government under lend-lease.

9. Transfer of Title

A. Except as provided in sub-paragraphs 9B and 9C of this Agreement, the United States Government and the Netherlands Government receive full title, without qualification as to disposition or use, to all articles now held by them respectively which were supplied under lend-lease or reciprocal aid, but including retransferred lend-lease articles only to the extent that consent to the

retransfer was given by the United States Government before January 1, 1947.

B. Each Government reserves the right of recapture of any arms, ammunition and implements of war (as defined in Appendix 2 hereto) which were supplied under lend-lease or reciprocal aid and are held by the other Government on the date on which notice requesting return is communicated to the other Government (excepting, however, those supplied under lend-lease on cash reimbursement terms not subsequently converted to straight lend-lease terms); but each Government has indicated that it does not intend to exercise generally its right of recapture of such articles. Disposals of such articles in or for use in third countries will be made only with the consent of the supplying Government and with payment to the supplying Government of any proceeds of such disposals. Each Government agrees that all such articles held by it will be used only for purposes compatible with the principles of international security and welfare set forth in the Charter of the United Nations.

Post, p. 3937.

59 Stat. 1031.

C. To the extent required by United States law, naval and merchant vessels which were made available to the Netherlands Government under lend-lease will be returned to the United States Government.

10. Miscellaneous Provisions

A. References in this Agreement to articles supplied under lend-lease, and to lend-lease transfers, include lend-lease articles transferred by the United States Government to a third government and retransferred by the third government to the Netherlands Government.

B. To the extent that the provisions of this Agreement are inconsistent with those contained in any previous agreement, the provisions of this Agreement shall prevail.

C. Nothing in this Agreement affects the obligation of the Netherlands Government under Article IV of the Preliminary Agreement of July 8, 1942, relating to patents.

56 Stat. 1555.

D. The two Governments agree to conclude such specific agreements as may be necessary to implement this general understanding.

E. This Agreement will be effective upon signature.

Effective date.

DONE at Washington, in duplicate, this twenty-eighth day of May, 1947.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

G C MARSHALL

*Secretary of State of the
United States of America*

FOR THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS:

A. LOUDON

*Ambassador Extraordinary and Plenipotentiary
of the Kingdom of the Netherlands*

APPENDIX 1

CERTAIN CLAIMS BETWEEN THE TWO GOVERNMENTS
SETTLED BY THIS AGREEMENT*Ante*, p. 3927.

As stated in sub-paragraph 3D of this Agreement, the claims between the two Governments listed in this Appendix are among those settled by this Agreement and appropriate allowances have been made therefor in computing the net amount due from the Netherlands Government to the United States Government under sub-paragraph 1A of this Agreement.

Ante, p. 3924.

I. CLAIMS OF THE NETHERLANDS GOVERNMENT

U. S. 7 (c) ships.

Post, p. 3937.

As used in this Agreement the term "large U. S. 7 (c) ships" means the ships listed in Schedule 1 hereto attached, and the term "small U. S. 7 (c) ships" means the ships listed in Schedule 2 hereto attached. All these ships were originally among those chartered by the British Minister of War Transport from the Netherlands Government pursuant to the "Memorandum of Arrangement Regarding Netherland East Indies Shipping. 5th June 1942." and allocated to the United States Government. They were the ships later removed from that arrangement, with the concurrence of the United Kingdom Government, by an exchange of notes between the Netherlands Embassy at Washington and the United States Department of State dated June 6, 1945 and July 31, 1945, and they were severally operated by the Netherlands Government for the United States Government in conformity with that exchange of notes for the whole of the 7 (c) period (as defined below) or from the beginning of the 7 (c) period until they were allocated during the 7 (c) period to the United Kingdom Government. The designation "7 (c)" derives from the application to these ships of paragraph 7 (c) (second sentence) of the Agreement on Principles Having Reference to the Co-ordinated Control of Merchant Shipping, signed in London on August 5, 1944.

"7 (c) period."

The term "7 (c) period" means, as used in this Agreement in respect of the large U. S. 7 (c) ships and the small U. S. 7 (c) ships, the period from midnight May 23, 1945 until the date of redelivery in each case to the Netherlands Government, or until March 2, 1946, whichever was the earlier.

"June 5 Memorandum."

As used in this Agreement the term "June 5 Memorandum" means the above mentioned Memorandum of June 5, 1942.

A. The following claims of the Netherlands Government against the United States Government in connection with the large U. S. 7 (c) ships are among those settled by this Agreement:

1. Services and supplies for the large U. S. 7 (c) ships during the 7 (c) period.
2. (a) Reconditioning and reconversion of the ships listed in Part A of Schedule 1 hereto attached, and (b) reconversion, as distinguished from reconditioning, of the ships listed in Part B of Schedule 1 hereto attached.

- (i) The contribution of the United States Government toward vessel expenses during the respective periods of reconditioning/reconversion, forming part of the allowance for the claims set forth in clauses 2 (a) and 2 (b) immediately above, has been computed on the basic bareboat rate under the June 5 Memorandum and respective time estimates for reconditioning/reconversion provided by the Netherlands Government.
 - (ii) The allowance made by the United States Government for the replacement of furniture has been computed on the basis of the articles named in the respective off-survey reports, and on the basis of the cost of procurement and installation of the furniture at the respective ports of reconversion.
 - (iii) The allowance made by the United States Government in respect of reconversion has been made, inter alia, on the basis of removing and making good in the way thereof fittings added during the conversion of the ships, and takes account of an allowance made by the Netherlands Government to the United States Government for equipment of the United States Government left aboard. Such equipment becomes the property of the Netherlands Government.
 - (iv) The allowance made by the United States Government with respect to reconditioning includes war risk insurance damage to the ships listed in Part A of Schedule 1 hereto attached, in so far as such damage was incurred during the 7 (c) period.
3. Costs of medical departments maintained by the Netherlands Government in the United States with respect to the large U. S. 7 (c) ships during the 7 (c) period.
 4. Services as Accounting Line (agency services) for the large U. S. 7 (c) ships with respect to the 7 (c) period.
- B.** The following claims of the Netherlands Government against the United States Government in connection with the small U. S. 7 (c) ships are among those settled by this Agreement :
1. Services and supplies for the small U. S. 7 (c) ships while they were severally operated by the Netherlands Government for the United States Government during the 7 (c) period.
 2. Reconversion and reconditioning of the small U. S. 7 (c) ships. The claim put forward by the Netherlands Government and the allowance therefor made by the United States Government have been restricted to expenses of reconversion and reconditioning attributable to the use of the ships by the United States Government during the 7 (c) period and have been computed on a pro-rata basis on figures submitted by the Netherlands Government

covering the over-all reconversion/reconditioning expenses arising from the date of delivery of the vessels under their basic charterparties in 1942. This claim is without prejudice to claims for additional reconversion/reconditioning expenses under the basic charterparties.

3. Services as Accounting Line (agency services) for the small U. S. 7 (c) ships with respect to the period while they were severally operated by the Netherlands Government for the United States Government during the 7 (c) period.

Shipping claims.

C. The following further shipping claims of the Netherlands Government against the United States Government are among those settled by this Agreement:

1. A portion of the costs (not paid by the United States Navy) of arming certain Netherlands ships chartered pursuant to the June 5 Memorandum and allocated to the United States Government.
2. 80%, payable in dollars, of the hire increase on ships chartered pursuant to the June 5 Memorandum (the hire increase being one shilling per deadweight ton per month from July 1, 1944 until redelivery and (due to the waiver of off-hire insurance) sixpence per deadweight ton per month from July 1, 1944 to December 31, 1944). The allowance made by the United States Government in respect of this claim is accepted by the Netherlands Government in satisfaction of its claim under the June 5 Memorandum for 80%, payable in dollars, of such hire increase.
3. Dollar expenditures for free Netherlands ships in United States ports between August 21, 1941 and September 30, 1945 of a type eligible for lend-lease.
4. Charter hire in the amount of \$180,000 under "bareboat out-time charter back" chartering arrangements (claim withdrawn in consideration of the withdrawal by the United States Government of its claim for reduction of charter hire under such arrangements).

II. CLAIMS OF THE UNITED STATES GOVERNMENT

A. The following claims of the United States Government against the Netherlands Government are among those settled by this Agreement:

1. Equipment of the United States Government left aboard the large U. S. 7(c) ships, as stated in sub-paragraph IA2(iii) of this Appendix.
2. Dollar amounts due for retroactive reverse lend-lease under the exchange of letters between E. C. Zimmerman, Chairman of the Netherlands Purchasing Commission, and Charles Denby, Special Assistant for Reciprocal Aid, Foreign Economic Administration, dated September 20 and 26, 1944.

SCHEDULE 1 OF APPENDIX 1

The Large U. S. 7 (c) Ships

<i>PART A:</i>	BOSCHFONTEIN BRASTAGI JAPARA KLIPFONTEIN KOTA AGOENG KOTA BAROE POELAU LAUT SLOTERDIJK SOMMELSDIJK TABINTA TJISADANE
<i>PART B:</i>	BLOEMFONTEIN KOTA INTEN NOORDAM WELTEVREDEN

SCHEDULE 2 OF APPENDIX 1

The Small U. S. 7 (c) Ships

BONTEKOE
BOTH
MAETSUYCKER
SWARTENHONDT
TASMAN
THEDENS
VAN DER LIJN
VAN HEUTSZ

APPENDIX 2

MEANING OF CERTAIN TERMS

1. Maritime incidents. The term "maritime incidents" as used in sub-paragraphs 3F and 4A (1) of this Agreement includes damages to shore structures, aids to navigation, and port installations, fixed or moveable, arising out of marine operations.

Ante, pp. 3927, 3928.

2. Requisitioning. As applied to action by the United States Government the term "requisitioning", as used in sub-paragraphs 3F and 4A (4) of this Agreement, means requisitioning and taking over under the Act of Congress of October 10, 1940, 54 Statutes at Large 1090, and amendments thereto, or under the Act of Congress of October 16, 1941, 55 Statutes at Large 742, and amendments thereto, as the case may be.

3. Corporations. The term "corporations", as used in the first sentence of paragraph 4 of this Agreement, includes public bodies of United States nationality of whatever character, and, as used in sub-paragraphs 4A (1), (2) and (4) of this Agreement, includes public bodies of Netherlands nationality of whatever character.

4. Arms, Ammunition and Implements of War. As used in paragraph 9 of this Agreement the term "arms, ammunition and implements of war" means supplies of the types listed in Proclamation number 2717 of the President of the United States, dated February 14, 1947, 12 Federal Register 1127.

Ante, p. 3932.

An Officer of the Department of State to the Netherlands Minister

DEPARTMENT OF STATE

WASHINGTON

May 28 1947

MY DEAR MR. DAUBANTON:

In connection with the overall settlement of lend-lease and other war accounts between our two Governments certain cash reimbursement lend-lease requisitions heretofore filed by your Government with this Government have been converted in specified amounts, aggregating \$7,510,785.09, to credit terms.

In accordance with our understanding, the amount so converted has been included in the computation of the net amount of \$67,500,000 due from your Government to this Government under sub-paragraph 1A of the settlement agreement signed today, and payment of the amount converted will therefore be upon the terms set forth in that agreement.

As a result of these actions the amount of \$7,510,785.09 is now refundable to your Government from the amount deposited by your Government under these requisitions. Refund will be made promptly under sub-paragraph 3A (1) of today's agreement.

Sincerely yours,

NORMAN T. NESS

NORMAN T. NESS

*Director, Office of Financial
and Development Policy*

MR. CH. J. H. DAUBANTON

Minister Plenipotentiary

Netherlands Embassy

Washington 9, D. C.

The Netherlands Minister to an Officer of the Department of State

NETHERLANDS EMBASSY
WASHINGTON 9. D. C.

HA-5334

MAY 28 1947

MY DEAR MR. NESS:

I have your letter of today in which you advise me that certain cash reimbursement lend-lease requisitions heretofore filed by my Government with your Government have, to the extent of \$7,510,785.09, been converted to credit terms.

I am glad to confirm that your letter is in accordance with the understanding of my Government.

Sincerely yours,

CH. J. H. DAUBANTON

Minister Plenipotentiary

MR. NORMAN T. NESS, *Director*

Office of Financial and Development Policy

Department of State

Washington, D. C.

Ante, p. 3924.

Ante, p. 3925.

The Netherlands Ambassador to the Secretary of State

NETHERLANDS EMBASSY
WASHINGTON 9, D. C.

HA-5331

MAY 28, 1947

SIR:

I have the honor to advise you on instructions from my Government that in view of the general terms of the Agreement for the settlement of lend-lease and other war accounts signed today by our two Governments my Government has withdrawn its claims against your Government arising out of the requisitioning by your Government of certain military supplies of the Netherlands Government in 1917 and 1918.

Ante, p. 3924.

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

A. LOUDON

Ambassador of the Netherlands

The Honorable

GEORGE C. MARSHALL,
Secretary of State.

The Secretary of State to the Netherlands Ambassador

DEPARTMENT OF STATE
WASHINGTON
May 28, 1947

EXCELLENCY:

I have the honor to refer to your note of today in which you advise me that, in view of the general terms of the agreement for the settlement of lend-lease and other war accounts signed today by our two Governments, your Government has withdrawn its claims against my Government arising out of the requisitioning by my Government of certain military supplies of the Netherlands Government in 1917 and 1918.

Ante, p. 3924.

My Government is much gratified at this action on the part of your Government and I desire to express to you and your Government the appreciation of my Government thereof.

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

G. C. MARSHALL

His Excellency

Dr. A. LOUDON,
Ambassador of the Netherlands

*The Netherlands Ambassador to the Secretary of State*NETHERLANDS EMBASSY
WASHINGTON 9, D. C.

HA-5336

MAY 28, 1947

SIR:

I have the honor to refer to the Agreement for the settlement of lend-lease and other war accounts signed concurrently herewith by the Government of the Kingdom of the Netherlands, which comprises the Kingdom in Europe, the Netherlands Indies and the Territories of Surinam and Curaçao, and by the United States Government, and have the honor to confirm that the terms of that Agreement have received the concurrence of the Government of the Netherlands Indies, and of the Territorial Governments of Curaçao and Surinam, in so far as these terms relate to these Governments by implication or by direct reference in the text.

Ante, p. 3924.

With particular reference to paragraph 3, sub-paragraphs F and G, of the Agreement, I am authorized to confirm that the intergovernmental waiver of claims (with the exceptions thereto) is understood to apply as well to obligations and claims between your Government and the Government of the Netherlands Indies, and the Territorial Governments of Surinam and Curaçao, respectively.

Ante, p. 3927.

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

A. LOUDON

Ambassador of the Netherlands

The Honorable

GEORGE C. MARSHALL,
Secretary of State.

The Secretary of State to the Netherlands Ambassador

DEPARTMENT OF STATE

WASHINGTON

May 28, 1947

EXCELLENCY:

I have the honor to refer to your note to me of today in which you refer to the Agreement signed concurrently herewith by the Government of the Kingdom of the Netherlands and by the United States Government for the settlement of lend-lease and other war accounts.

Ante, p. 3924.

I note your confirmation that the terms of the Agreement have received the concurrence of the Government of the Netherlands Indies, and of the Territorial Governments of Surinam and Curacao, in so far as these terms relate to these Governments by implication or by direct reference in the text.

Ante, p. 3927.

With particular reference to paragraph 3, sub-paragraphs F and G, of the Agreement, I am glad to confirm that my Government shares

the understanding that the intergovernmental waiver of claims (with the exceptions thereto) applies as well to obligations and claims between my Government and the Government of the Netherlands Indies, and the Territorial Governments of Surinam and Curacao, respectively.

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

G C MARSHALL

His Excellency

Dr. A. LOUDON,

Ambassador of the Netherlands.

The Netherlands Ambassador to the Secretary of State

NETHERLANDS EMBASSY
WASHINGTON 9, D. C.

HA-5337

MAY 28, 1947

MY DEAR MR. SECRETARY:

In accordance with arrangements made in 1945, the Netherlands Government advanced to the United States War Shipping Administration a total amount of 5,250,000 Netherlands guilders. These guilders were used by the War Shipping Administration to cover ship disbursements and other expenses in the Netherlands both before and after VJ-Day up to November, 1946.

The Netherlands Government has agreed that the principle of reciprocal aid shall be applied to the period up to November 1, 1945 (VJ-Day + 60) and in the course of the negotiations between representatives of our Governments on the over-all settlement of lend-lease, the United States Maritime Commission, as successor to the War Shipping Administration, has stated a figure of 1,393,438 Netherlands guilders as having been spent during that period, for the type of expenditure eligible for reverse lend-lease under a broad interpretation of the general principle of reciprocal aid.

It has been agreeable to the Netherlands Government to accept that statement without further proof or investigation. Accordingly the remaining United States obligation is now agreed to be 3,856,562 Netherlands guilders (5,250,000 minus 1,393,438), which will be paid by the United States Maritime Commission to the Netherlands Ministry of Finance before July 1, 1947.

For this repayment the Maritime Commission may first use the Netherlands guilders remaining in the two War Shipping Administration accounts with the Nederlandsche Bank; the then remaining obligation will be paid in United States dollars computed at the rate of \$0.376,953 to the guilder.

If the foregoing is in accordance with your understanding this letter and your reply to that effect will constitute an agreed interpretation of sub-paragraph 3A (6) of today's Agreement between our

two Governments regarding settlement for lend-lease and other war accounts.

Sincerely yours,

A. LOUDON
Ambassador of the Netherlands

The Honorable
GEORGE C. MARSHALL,
Secretary of State.

The Secretary of State to the Netherlands Ambassador

DEPARTMENT OF STATE
WASHINGTON
May 28, 1947

MY DEAR MR. AMBASSADOR:

I have your letter of today with regard to the obligations of my Government arising from the advance of a total amount of 5,250,000 Netherlands guilders by your Government to the United States War Shipping Administration.

I am glad to confirm that your letter is in accordance with the understanding of my Government. Your letter and this reply will therefore constitute an agreed interpretation of sub-paragraph 3A (6) of today's Agreement between our two Governments regarding settlement for lend-lease and other war accounts.

Sincerely yours,

G. C. MARSHALL

His Excellency
Dr. A. LOUDON,
Ambassador of the Netherlands

The Netherlands Ambassador to the Secretary of State

NETHERLANDS EMBASSY
WASHINGTON 9, D. C.

HA-5340

MAY 28, 1947

MY DEAR MR. SECRETARY:

With reference to the Agreement for the settlement of lend-lease and other war accounts signed today between our Governments I am glad to confirm that, under the arrangements and procedures referred to in sub-paragraph 3 C of that Agreement, the following claims of the Government of the Kingdom of the Netherlands against the United States War and Navy Departments are settled by the mutual undertakings in that Agreement:

A. Claims totalling \$3,682,274.60:

1. Claims in the amount of \$564,612.84 for certain articles and services supplied to the United States Armed Forces in the Netherlands from September 2, 1945 to March 31, 1946.

2. Claims in the amount of \$882,661.76 for all articles and services supplied to the United States Armed Forces in the Territories of Surinam and Curaçao from September 2, 1945 to August 31, 1946 (\$862,128.59 claimed from the United States Army and \$20,533.17 from the United States Navy).

3. Claims in the amount of \$1,500,000 for those articles (such as coal, wood and cement) which were supplied to the United States Armed Forces in the Netherlands under reciprocal aid procedures before September 2, 1945 and subsequently determined to be ineligible for reciprocal aid on the grounds that they were in very scarce supply and essential to the Netherlands economy and had to be replaced from abroad.

4. Claims in the amount of \$735,000 for airplanes (Beechcraft) originally bought and paid for by the Netherlands Government and turned over to the United States Army on the termination of the Netherlands Flying School at Jackson, Mississippi.

B. All other claims for articles and services supplied to the United States Armed Forces in the Netherlands from September 2, 1945 to March 31, 1946.

I should appreciate your advising me whether the foregoing is in accordance with your understanding.

Sincerely yours,

A. LOUDON

Ambassador of the Netherlands

The Honorable

GEORGE C. MARSHALL,
Secretary of State.

The Secretary of State to the Netherlands Ambassador

DEPARTMENT OF STATE

WASHINGTON

May 28, 1947

MY DEAR MR. AMBASSADOR:

I have your letter of today listing certain claims of the Government of the Kingdom of the Netherlands against the United States War and Navy Departments and stating that those claims are settled by the mutual undertakings in the Agreement for the settlement of lend-lease and other war accounts signed today between our two Governments. I am glad to confirm that your letter is in accordance with the understanding of my Government.

Sincerely yours,

G. C. MARSHALL

His Excellency

Dr. A. LOUDON,
Ambassador of the Netherlands

The Secretary of State to the Netherlands Ambassador

DEPARTMENT OF STATE

WASHINGTON

May 28, 1947

MY DEAR MR. AMBASSADOR:

Ante, p. 3924.

In connection with the Agreement signed today between our Governments for the settlement of lend-lease and other war accounts, and your letter to me of today acknowledging settlement, among others, of certain claims of your Government against the United States War and Navy Departments amounting to \$3,682,274.60, I wish to advise you that the total number of Netherlands guilders in accounts of finance officers of the United States armed forces to be turned over to the Netherlands Government pursuant to the arrangements and procedures referred to in sub-paragraph 3C of the above mentioned Agreement is 61,390,703. This amount will be turned over to the Netherlands Government as soon as the Netherlands Government has made the payment of \$19,500,000 referred to in sub-paragraph 6A of the Agreement and executes appropriate documents in form acceptable to the War Department.

*Ante, p. 3927.**Ante, p. 3930.*

An additional amount of 31,552 guilders now in accounts of finance officers of the United States Army is shown by United States Army records to have been captured from the enemy. This amount will be turned over to the Netherlands Government unconditionally. If further examination of United States Army records should hereafter reveal that any portion of the above mentioned amount of 61,390,703 guilders was captured from the enemy, the War Department will promptly pay to the Netherlands Government its dollar equivalent, computed at the rate of \$0.377415 per guilder. If other captured guilders are found among other guilder holdings of the United States Army, such captured guilders will be turned over to the Netherlands Government unconditionally. The United States Army, by arrangement with representatives of the Netherlands Government, will render any assistance agreed to be necessary to discover such items.

It is my understanding that the Netherlands Government agrees, upon request, to convert into dollars, at the rate specified above, guilders tendered by the United States Army up to an aggregate dollar value of \$100,000 over and above the 61,390,703 guilders above referred to and in addition to guilders acquired by the United States Army through official government channels. No request for conversion of guilders in excess of such \$100,000 will be made by or on behalf of the United States Army other than in respect to guilders acquired by the United States Army through official Netherlands Government channels.

It is further my understanding that this Agreement settles any claims that the Netherlands Government may have for guilder advances made to the United States armed forces in the Territories of Surinam and Curacao prior to September 1, 1946 and in the Netherlands in Europe prior to the date of this Agreement.

I should appreciate your advising me whether the foregoing is in accordance with your understanding.

Sincerely yours,

G. C. MARSHALL

His Excellency

Dr. A. LOUDON,

Ambassador of the Netherlands

The Netherlands Ambassador to the Secretary of State

NETHERLANDS EMBASSY
WASHINGTON 9, D. C.

HA-5341

MAY 28, 1947

MY DEAR MR. SECRETARY:

With reference to your letter to me of today concerning guilders held by the United States Armed Forces, I am glad to confirm that your letter is in accordance with the understanding of my Government.

Sincerely yours,

A. LOUDON

Ambassador of the Netherlands

The Honorable

GEORGE C. MARSHALL,

Secretary of State.

An Officer of the War Department to the Netherlands Minister

WAR DEPARTMENT
OFFICE OF THE BUDGET OFFICER
WASHINGTON 25, D. C.

28 MAY 1947

Mr. CH. J. H. DAUBANTON

Minister Plenipotentiary

Netherlands Embassy

1470 Euclid Street, N. W.

Washington 25, D. C.

DEAR MR. DAUBANTON:

In connection with the Agreement signed today between our Governments for the settlement of lend-lease and other war accounts and recent conversations between representatives of our Governments in that connection, I am glad to confirm that, upon presentation of appropriate documents in form acceptable to the United States Army, articles and services procured by the United States Army in the Netherlands and received after March 31, 1946 will be paid for in dollars by the United States Army in the European Theater and articles and services procured by the United States Army in the Territories of Surinam and Curacao and received after August 31,

1946 will be paid for by the United States Army in local currency presently held or to be acquired with United States dollars.

It is understood that the liability of the United States Army to the Netherlands Government, including liability to the Governments of Surinam and Curacao, for procurement by the United States Army of articles and services received before the above mentioned dates is settled by that Agreement, which settles also other claims against the War Department as stated in that Agreement.

I shall appreciate your confirming that the foregoing is in accordance with your understanding.

Sincerely yours,



GEORGE J. RICHARDS
Major General, GSC
Budget Officer for the War Department

The Netherlands Minister to an Officer of the War Department

NETHERLANDS EMBASSY
WASHINGTON 9, D. C.

HA-5342

MAY 28 1947

DEAR GENERAL RICHARDS:

I have your letter of today concerning payment and other settlement for articles and services procured by the United States Army in the Kingdom of the Netherlands. I am glad to confirm that your letter is in accordance with the understanding of my Government.

Sincerely yours,

CH. J. H. DAUBANTON.
Minister Plenipotentiary

Major General GEORGE J. RICHARDS
Budget Officer for the War Department
The Pentagon
Washington 25, D.C.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE NETHERLANDS INDIES REGARDING A LINE OF CREDIT FOR THE PURCHASE OF UNITED STATES SURPLUS PROPERTY

1. General Terms

A. The United States Government and the Netherlands Indies Government agree that their rights and obligations in connection with the line of credit for the purchase of surplus property heretofore granted by the United States Government to the Netherlands Indies Government in the amount of \$100,000,000 shall be as stated in this Agreement. The agreement of July 11, 1946 between the two Governments, establishing such line of credit, is superseded by this Agreement.

B. The amount of the line of credit is \$100,000,000.

C. The terms of payment of the amount due under the line of credit shall be as stated in paragraph 2 of this Agreement. This change from the original terms of payment has been consented to by the United States Government as part of the general settlement of lend-lease and other war accounts signed concurrently herewith by the United States Government and the Government of the Kingdom of the Netherlands.

D. The line of credit is for use in purchasing prior to January 1, 1948 United States surplus property, wherever situated, made available by the Office of the Foreign Liquidation Commissioner.

E. Charges heretofore made against the line of credit shall continue to be charges against it as from the respective dates of the charges, but no interest will be payable for the period before July 1, 1946 and interest will accrue thereafter as provided in sub-paragraph 2B of this Agreement.

F. Procedural arrangements heretofore made in connection with the line of credit shall continue in force until changed.

2. Terms of Payment

A. The amount due under the line of credit will be paid by the Netherlands Indies Government to the United States Government in dollars in thirty annual instalments, which shall become payable on July 1 of each year beginning July 1, 1951. The first instalment shall be equal to one-thirtieth of the amount due as of July 1, 1951. Each subsequent instalment shall be equal to so much of the amount due (as of the date of the instalment) as has not previously become payable, divided by the number of instalments that have not previously become payable.

B. Interest on the amount due will be paid to the United States Government by the Netherlands Indies Government in dollars at the fixed rate of two percent per annum on July 1 of each year beginning July 1, 1947, accruing from the previous July 1 on the amount due on such previous July 1. With respect to the amount of any reduction in the amount due under the authority of sub-paragraph 2C and paragraph 3 of this Agreement interest for the period from the preceding July 1 shall be charged only to the date of such reduction.

C. The Netherlands Indies Government may at any time or times make payments to the United States Government under this Agreement of amounts not then payable or larger than are then payable. Any such payment will be credited first to past due interest, if any, and then to past due instalments, if any, and then to the amount due at the time of such payment.

D. If by agreement of both Governments it is determined that because of extraordinary and adverse economic conditions arising during the course of payment, any of the periodic payments of interest, of principal, of interest and principal, or of any part thereof would not be to the common advantage of both Governments, payment may be postponed on such terms and conditions as may be agreed.

3. Provision of Netherlands Indies Currency and of Property

A. The Netherlands Indies Government, when requested by the United States Government, will make available at any time or times, by payment to the United States Government or to such persons or organizations as the United States Government may designate, Netherlands Indies currency in any amount (computed as provided in sub-paragraph 3E of this Agreement) not in excess of the amount due as of such time plus past due interest, for :

(1) The payment of any or all of the ordinary governmental expenditures in the Netherlands Indies of the United States Government or any department or agency thereof;

(2) The acquisition of real property, improvements thereon or furnishings therefor, agreed upon by the two Governments; and

(3) The payment of the cost of educational programs agreed upon by the two Governments.

B. In case the United States Government wishes to acquire any property located in the Netherlands Indies, real or personal, tangible or intangible (other than for export except by mutual agreement), or to improve or furnish any property so located in which it has an interest, the Netherlands Indies Government will at any time or times, as requested by the United States Government, enter into negotiations, and use its best efforts consistent with its public policy, to reach an agreement with the United States Government whereby there will be delivered to the United States Government the properties, improvements or furnishings which the United States Government desires or which the representatives of the United States Govern-

ment have selected. Representatives of the United States Government may at their discretion conduct discussions directly with owners of property or with contractors for improvements or furnishings as to fair terms and prices prior to the delivery of such property, improvements or furnishings to the United States Government.

C. The United States Government declares that it is now its intention to request that Netherlands Indies currency be made available for agreed educational programs under sub-paragraph 3A of this Agreement to the value of \$7,000,000 and that it is now its intention to request that Netherlands Indies currency be made available for, or that there be delivered, real property, improvements and furnishings, or both, under sub-paragraphs 3A and 3B of this Agreement to the value of \$1,300,000. This statement of intention does not prevent the United States Government from later proposing different amounts from these in these connections. The foregoing amounts are inclusive of amounts heretofore requested under corresponding arrangements hitherto existing under the line of credit.

D. The dollar equivalent (computed in accordance with sub-paragraph 3E of this Agreement) of any Netherlands Indies currency made available and of the Netherlands Indies currency value of any properties, improvements and furnishings delivered under this paragraph 3 or under corresponding arrangements hitherto existing under the line of credit shall be credited first to interest, if any, and then to instalments, if any, past due under this Agreement and then to the amount then due under this Agreement.

E. Any Netherlands Indies currency made available and the Netherlands Indies currency value of any properties, improvements and furnishings delivered under this paragraph 3 or under corresponding arrangements hitherto existing under the line of credit will be valued at the par value between such currency and dollars established in conformity with procedures of the International Monetary Fund, or, if no such par value exists, at the rate most favorable to the United States Government used by the Netherlands Indies Government in any official transaction at the time of the request by the United States Government that such currency be made available or that such properties, improvements or furnishings be delivered.

DONE at Washington, in triplicate, this twenty-eighth day of May, 1947.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

G C MARSHALL

*Secretary of State of the
United States of America*

FOR THE GOVERNMENT OF THE NETHERLANDS INDIES:

A. LOUDON

*Ambassador Extraordinary and Plenipotentiary
of the Kingdom of the Netherlands at Washington*

The Government of the Kingdom of the Netherlands hereby guarantees to the United States Government the performance by the Government of the Netherlands Indies of all the obligations of the Government of the Netherlands Indies under the foregoing Agreement.

DONE at Washington, in triplicate, this twenty-eighth day of May, 1947.

FOR THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS:

A. LOUDON

*Ambassador Extraordinary and Plenipotentiary
of the Kingdom of the Netherlands at Washington*

MEMORANDUM OF ARRANGEMENT BETWEEN THE UNITED STATES OF AMERICA, THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE KINGDOM OF THE NETHERLANDS

Memorandum of Arrangement between the Government of the United States of America (hereinafter referred to as the United States Government), of the one part, the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as the United Kingdom Government), represented by the Minister of Transport, of the second part, and the Government of the Kingdom of the Netherlands (hereinafter referred to as the Netherlands Government), of the third part.

1. As used in this Memorandum :

A. The term "June 5 Memorandum" means the "Memorandum of Arrangement Regarding Netherland East Indies Shipping. 5th June, 1942.", and the amendments thereto, between the United Kingdom Government and the Netherlands Government.

"June 5 Memorandum."

B. The term "Dollar Agreement" means the "Memorandum of Agreement for Payment of Hire on Netherlands Vessels Chartered to the British Minister of War Transport under the Memorandum of June 5th, 1942, as amended", dated as of June 5, 1942, between the United States Government and the United Kingdom Government.

"Dollar Agreement."

C. The term "7 (c) ships" means the ships listed in Annex A hereto.

"7 (c) ships."

D. The term "7 (c) period" means, in the case of each 7 (c) ship, the period commencing the date, on or about May 23, 1945, on which the ship became subject either to the exchange of notes between the Netherlands Embassy at Washington and the United States Department of State, dated June 6, 1945 and July 31, 1945, or to the exchange of notes between the Netherlands Embassy at London and the British Foreign Office, dated June 9, 1945 and August 11, 1945, and ending on the date of redelivery to the Netherlands Government or March 2, 1946, whichever was the earlier.

"7 (c) period."

2. The three Governments have discussed certain claims regarding dollar overpayments of charter hire by the United Kingdom Government to the Netherlands Government under the June 5 Memorandum, corresponding overpayments by the United States Government to the United Kingdom Government under the Dollar Agreement, and adjustments of charter hire under the June 5 Memorandum. Annexes A, B, C, D, and E hereto are copies of letters exchanged between the

three Governments in these connections. This Memorandum is executed to carry out the intentions expressed by the three Governments in those letters.

Waiver of claims.

3. The United States Government hereby waives all its claims against the United Kingdom Government respecting overpayments by the United States Government to the United Kingdom Government under the Dollar Agreement arising from the removal of the 7 (c) ships during the 7 (c) period from the operation of the June 5 Memorandum.

4. The United Kingdom Government hereby waives all its claims against the Netherlands Government respecting dollar overpayments of charter hire by the United Kingdom Government to the Netherlands Government under the June 5 Memorandum arising from the removal of the 7 (c) ships during the 7 (c) period from the operation of the June 5 Memorandum.

5. The Netherlands Government hereby waives all its claims against the United Kingdom Government for the dollar portion of any outstanding or further adjustments in charter hire with respect to the ships named in the June 5 Memorandum.

DONE at Washington, in triplicate, this twenty-eighth day of May, 1947.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WILLARD L THORP
*Assistant Secretary of State
for Economic Affairs*

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND,

Represented by the Minister of Transport:

By

F. V. CROSS.
*Shipping Attaché,
British Embassy at Washington*

FOR THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS:

CH. J. H. DAUBANTON.
*Envoy Extraordinary and Minister Plenipotentiary of the Kingdom
of the Netherlands at Washington*

ANNEX A

DEPARTMENT OF STATE
WASHINGTON

MAY 23, 1947

MY DEAR MR. CROSS:

This is to confirm the conversations between representatives of the British Embassy and the State Department with regard to overpayment of charter hire on the ships named in the ensuing list. These ships, hereinafter referred to as the 7 (c) ships, became known by that designation in 1945 from the application to them of Article 7 (c) (second sentence) of the Agreement on Principles Having Reference to the Continuation of Coordinated Control of Merchant Shipping, dated August 5, 1944. They are the following:

Overpayment of
charter hire.

BLINJOE
BLOEMFONTEIN
BOISSEVAIN
BONTEKOE
BOSCHFONTEIN
BOTH
BRASTAGI
GENERAAL MICHIELS
GENERAAL VERSPYCK
JAPARA
KHOEN HOEA
KLIPFONTEIN
KOTA AGOENG

KOTA BAROE
KOTA INTEN
MAETSUYCKER
MELCHIOR TREUB
NOORDAM
OPHIR
PAHUD
POELAU LAUT
RUYS
SLOTERDIJK
SOMMELSDIJK
SWARTENHONDT
TABINTA

TASMAN
TEGELBERG
THEDENS
TJISADANE
TJITJALENGKA
TOBA
VALENTIJN
VAN DEN BOSCH
VAN DER LIJN
VAN HEUTSZ
VAN OUTHOORN
VAN SPILBERGEN
WELTEVREDEEN

The circumstances of the overpayment of charter hire on these ships were as follows:

Pursuant to the "Memorandum of Arrangement Regarding Netherland East Indies Shipping. 5th June 1942." (known as the June 5 Memorandum), signed on behalf of the Netherlands Government and the British Minister of War Transport, the Netherlands Government chartered certain ships to the United Kingdom Government, with the provision that 80 percent of the stipulated charter hire should be paid by the United Kingdom Government to the Netherlands Government in dollars. The 7 (c) ships were a part of the ships so chartered. By a collateral agreement (known as the Dollar Agreement), dated as of June 5, 1942, between the United Kingdom Government and this Government, this Government undertook to pay to the United Kingdom Government the amount of dollars required for the payment of the dollar charter hire due from the United Kingdom Government to the Netherlands Government under the June 5 Memorandum. Pursuant to these agreements dollar charter hire was paid by the United Kingdom Government to the Netherlands Government, and the United States Government reimbursed the United Kingdom Government in dollars for the dollar charter hire so paid. These arrangements applied not only to those of the chartered ships that were allocated to the United States Government but also to those which continued in service with the British Ministry of War Transport within the framework of the United Maritime Authority.

In 1945, more than three years after the effective date of these arrangements, the 7 (c) ships were retroactively removed from them. The change was made by an exchange of notes between the Netherlands Embassy at London and the Foreign Office, dated June 9, 1945 and August 11, 1945, and by an exchange of notes between the

Netherlands Embassy at Washington and the State Department, dated June 6, 1945 and July 31, 1945.

Under the new arrangement the 7 (c) ships were made available by the Netherlands Government at a nominal charter hire to either the United Kingdom Government or the United States Government. This arrangement was retroactive to specific dates on or about May 23, 1945, and from those dates, therefore, the United Kingdom Government had no obligation, with respect to these ships, to pay the charter hire stipulated in the June 5 Memorandum.

Nevertheless, between the specific dates on or about May 23, 1945 and the establishment of the new arrangement, and for a short time thereafter while negotiations were being conducted, the administrative machinery for the payment of charter hire under the June 5 Memorandum continued to function as before, with the result that, in addition to payments owing with respect to ships remaining under the June 5 Memorandum, overpayments of dollar charter hire for the period ending August 31, 1945 in the amount of \$1,487,056.95 (as shown by the statement certified by the Ministry of Transport dated October 25, 1946) were made by the United Kingdom Government to the Netherlands Government with respect to the 7 (c) ships and this same amount of dollars was paid under the Dollar Agreement by the United States Government to the United Kingdom Government with respect to the 7 (c) ships.

These overpayments became in due course the subject of discussion among the three Governments concerned, and it has been understood that the United Kingdom Government would ask for repayment by the Netherlands Government of the amount overpaid by the United Kingdom Government to the Netherlands Government, and the United Kingdom Government would in turn repay to the United States Government the amount overpaid by the United States Government to the United Kingdom Government. We understand that the United Kingdom Government has in fact asked the Netherlands Government for the repayment expected from the Netherlands Government.

As you know from discussions which we have had with you of matters of common concern to the three Governments, the United States Government and the Netherlands Government are now negotiating an overall settlement of lend-lease and other war accounts. Because of undertakings which the Netherlands Government is prepared to give to the United States Government as part of this settlement, the United States Government desires to submit to your Government the following proposals with respect to the overpayment of charter hire arising by reason of the removal of the 7 (c) ships from the operation of the June 5 Memorandum during the 7 (c) period (which in each case commenced on a specific date on or about May 23, 1945 and ended on the date of redelivery to the Netherlands Government or March 2, 1946, whichever was the earlier) :

- (1) The United States Government will waive all its claims against the United Kingdom Government for overpayments so arising under the Dollar Agreement.
- (2) The United Kingdom Government will waive all its claims against the Netherlands Government for dollar overpayments of charter hire so arising under the June 5 Memorandum.

If this course is acceptable to your Government, we shall be glad to arrange with you for the necessary waivers, to be delivered concurrently with the signing of the overall lend-lease settlement with the Netherlands Government.

Sincerely yours,

NORMAN T. NESS

NORMAN T. NESS

*Director, Office of Financial
and Development Policy*

Mr. F. V. Cross

Shipping Attache

British Embassy

Washington 8, D. C.

ANNEX B

BRITISH EMBASSY,

WASHINGTON 8, D. C.

May 23rd, 1947.

MY DEAR MR. NESS:

This is in reply to your letter of May 23rd, 1947, about overpayment of charter hire arising by reason of the removal of the 7 (c) ships from the operation of the June 5th Memorandum during the 7 (c) period. I am instructed to confirm that the course proposed in your letter is acceptable.

Sincerely yours,

F. V. Cross

F. V. Cross

Shipping Attache.

Mr. NORMAN T. NESS,

Department of State,

Room 1235, 1818 "H" Street,

Washington, D. C.

ANNEX C

NETHERLANDS EMBASSY
WASHINGTON 9, D. C.

HA-5432

MAY 23, 1947

Mr. F. V. CROSS
Shipping Attache
British Embassy
Washington 8, D. C.

Mr. NORMAN T. NESS, *Director*
Office of Financial and Development Policy
Department of State,
Washington 25, D. C.

DEAR SIRs :

Waiver of claim.

In view of the terms of the proposed agreement between the Netherlands Government and the United States Government for the settlement of lend-lease and other war accounts, and in view of the proposed waiver by the United Kingdom Government of its claim against the Netherlands Government for dollar overpayments of charter hire on the so-called 7 (c) ships under the "Memorandum of Arrangement Regarding Netherland East Indies Shipping. 5th June 1942.", the Netherlands Government, upon the signing of the proposed settlement agreement with the United States Government, and upon receipt of the proposed waiver by the United Kingdom Government of its claim for such dollar overpayments of charter hire, will deliver a waiver to the United Kingdom Government of the claim of the Netherlands Government for the dollar portion of any outstanding or further adjustments in charter hire with respect to the ships named in the June 5 Memorandum. The dollar portion of such adjustments in charter hire is now estimated at \$120,000 to \$140,000.

Sincerely yours,

CH. J. H. DAUBANTON
CH. J. H. DAUBANTON
Minister Plenipotentiary

 ANNEX D

DEPARTMENT OF STATE
WASHINGTON

MAY 23, 1947

MY DEAR MR. DAUBANTON :

This is in reply to your letter of May 23, 1947 addressed to Mr. F. V. Cross, British Shipping Attache, and to me with regard to a proposed waiver by the Netherlands Government of its claim for the dollar portion of any outstanding or further adjustments in charter hire with respect to the ships named in the memorandum of June 5, 1942 to which you refer. As you know, the necessary arrangements

in this connection are now being made by representatives of your Embassy, the British Embassy, and the State Department.

Sincerely yours,

NORMAN T. NESS
NORMAN T. NESS
*Director, Office of Financial
and Development Policy*

MR. CH. J. H. DAUBANTON,
*Minister Plenipotentiary,
Netherlands Embassy,
Washington 9, D. C.*

ANNEX E

BRITISH EMBASSY
WASHINGTON 8, D. C.
May 23rd, 1947.

MY DEAR MR. DAUBANTON :

This is in reply to your letter of May 23rd, 1947, addressed to Mr. Ness and to me with regard to a proposed waiver by the Netherlands Government of its claim for the dollar portion of any outstanding or further adjustments in charter hire with respect to the ships named in the memorandum of June 5th, 1942, to which you refer. As you know, the necessary arrangements in this connection are now being made by representatives of your Embassy, the State Department and the British Embassy.

Sincerely yours,

F. V. CROSS
F. V. CROSS
Shipping Attaché.

MR. CH. J. H. DAUBANTON,
*Minister Plenipotentiary,
Netherlands Embassy,
Washington 9, D. C.*

May 7, 15, 1945
[T. I. A. S. 1752]

Agreement between the United States of America and Canada respecting cooperation in the reconversion of industry in the transition from war to peace, continuing the principles of the Hyde Park Declaration of April 20, 1941. Effected by exchange of notes signed at Ottawa May 7 and 15, 1945; entered into force May 15, 1945.

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

EMBASSY OF THE
UNITED STATES OF AMERICA

Ottawa, May 7, 1945.

No. 320

SIR:

Hyde Park Declara-
tion.
Continuation of
general principles.

Under the Hyde Park Declaration of April 20, 1941, [1] measures were taken to make the most prompt and effective utilization of the productive facilities of the United States and Canada for wartime purposes. As the period of reconversion approaches, the Government of the United States has given consideration to the continuance of cooperative measures. It believes that these measures apply as a matter of course to the Pacific War and it has noted that the Declaration itself contains no termination date, specific or implied. Accordingly, under the instructions of my Government, I have the honor to propose that the general principles of the Hyde Park Declaration be continued on a fully reciprocal basis for the remainder of the war and that the same spirit of cooperation between the two countries should characterize their treatment of reconversion and other problems of mutual concern as the transition to peacetime economy progresses.

Reconversion of in-
dustry.

Consequent upon the degree of integration resulting from our wartime measures of cooperation in the economic field, numerous specific problems will arise from time to time. One such problem to which urgent attention is being given is the reconversion of industry to the maximum extent compatible with vigorous prosecution of the war against Japan. The problem is particularly urgent from the viewpoint of the United States because the Hyde Park Declaration was implemented in large part by the equal application to Canada of domestic procedures in respect of priorities and allocations.

Priorities.

It is evident that during this initial phase of reconversion, priorities administered by the respective control agencies of the two governments are of the utmost importance to industries seeking to prepare for normal trading conditions. In response to informal inquiries received from Canadian officials in Washington and on condition of reciprocity, particularly where Canada is a principal supplier of materials needed for reconversion and civilian production, the Government of the United States would be prepared to implement the follow-

¹[*Department of State Bulletin*, Apr. 26, 1941, p. 494.]

ing principles as regards requirements which Canadian industry may desire to fulfil in this country for reconversion purposes:

1. The application of the priorities powers towards Canadian requirements should be as closely parallel to the application of the same powers toward domestic requirements as is practicable.
2. Canada should, in general, be given priorities assistance only of a character and to an extent parallel to priorities assistance given similar requirements in the United States, including any machinery needed for immediate reconversion. To the extent, however, that components could be obtained by Canada without benefit of priorities assistance, no objection could be made to more rapid reconversion activities in Canada.
3. Assistance should be given to Canadian companies through their priorities officer to grant automatic AA-4 priorities and firm CMP allotments to manufacturing concerns producing less than \$50,000 of product per quarter, similar to such assistance granted domestic small firms. Similarly, the rating privileges of Pri. Reg. 24 and L-41, as they may be amended, should be available to Canadian applicants.
4. It is recognized that complete parallelism of revocation and relaxation of orders between the United States and Canada is not possible because of the differences in the situations in the two nations. However, an effort should be made, in conjunction with the Canadian authorities, to reach the greatest parallelism possible. If it should become necessary for Canada to relax their orders more rapidly than the United States, in no case should priorities assistance be given to a Canadian manufacturer to make civilian goods which are prohibited in this country by War Production Board order.

While the problem of reconversion of industry is the first of the problems which my Government believes it mutually desirable to consider under the principles of the Hyde Park Declaration, other problems will shortly arise. The Canadian Ambassador's note, no. 156,[¹] of April 30 to the Secretary of State regarding the disposal of surplus war-like stores arising from orders placed by either government in the other country may, when the dimensions of the subject become more clearly defined, provide an instance in which my Government will seek the favorable consideration of your Government under the Hyde Park principles. Other questions will inevitably arise in connection with the relaxation of wartime controls affecting trade, such as the War Exchange Tax and procedures applicable to exports to the other American republics.

In his statement on the initial period of reconstruction presented to Parliament by the Minister of Reconstruction last month, the Minister referred to the great wartime increase in the output and exchange of goods which was dependent on close collaboration among the Governments of the British Commonwealth and of the United States. He

¹ [Not printed.]

stated that postwar collaboration along equally bold and imaginative lines was essential in the interest of expanded world trade. At Washington on March 13, 1945, a similar statement was made by Prime Minister King and by the late President Roosevelt in regard to the problems of international economic and trading policy.

In view of the high degree of economic interdependence of the Canadian and American economies, the Government of the United States desires to assure the Government of Canada that it will consider and deal with the problems of the transition from war to peace in the spirit of the Hyde Park Declaration which gave rise to such successful cooperation for war purposes. My Government would greatly appreciate a similar assurance on the part of the Canadian Government, together with an expression of its views on the principles which the United States Government would be willing to apply in the initial problem of the reconversion of industry.

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

RAY ATHERTON

The Right Honorable
*The Acting Secretary of State
for External Affairs,
Ottawa.*

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

DEPARTMENT OF
EXTERNAL AFFAIRS
CANADA

No. 48

OTTAWA, May 15, 1945.

EXCELLENCY:

The Government of Canada welcomes the assurance of the Government of the United States, contained in your note No. 320 of May 7th, that it will consider and deal with the problems of the transition from war to peace in the spirit of the Hyde Park Declaration which gave rise to such successful co-operation for war purposes.

The Canadian Government agrees that post-war collaboration along bold and imaginative lines is essential in the interests of expanded world trade.

The Government of Canada on its part desires to assure the Government of the United States that the same spirit of co-operation, which was manifested in the Hyde Park Declaration, will characterize the Canadian Government's consideration and treatment of the problems of the period of transition which are of mutual concern.

The principles which the Government of the United States would be willing to apply on condition of reciprocity in the initial problem of the reconversion of industry are acceptable to the Canadian Government. The Canadian Government believes indeed that the principles proposed will minimize for both Governments the difficulties of reconversion.

The Canadian Government assumes that "the condition of reciprocity" implies a continued adherence to the principle of reciprocity followed throughout the war when both Governments have made allowance for the difference in the conditions existing and in the methods of control adopted in the two countries.

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

BROOKE CLAXTON
*Acting Secretary of State
for External Affairs.*

His Excellency

The Honourable RAY ATHERTON,
*Ambassador of the United States of America,
United States Embassy,
Ottawa.*

August 14, 1947
[T. I. A. S. 1757]

Agreements and supplementary exchanges of notes between the United States of America and Italy respecting financial and economic relations. Signed at Washington August 14, 1947; entered into force August 14, 1947.

MEMORANDUM OF UNDERSTANDING

Between the Government of the United States of America and the Government of Italy regarding settlement of certain wartime claims and related matters.

Mutual renunciation of claims.

As an integral part of the measures which are now being taken to restore normal financial and economic relations between our countries, and as a step toward the economic stability of Italy, the Government of the United States of America and the Government of Italy have reached an understanding providing for mutual renunciation of claims and for related agreements, as follows:

ARTICLE I

RENUNCIATION OF CLAIMS BY ITALY OR ITALIAN NATIONALS

1. (a) In reaffirmation of and connection with Article 76 of the Treaty of Peace with Italy, dated at Paris February 10, 1947, the Government of Italy waives all claims of Italy of any description, arising directly out of the war or out of actions taken because of the existence of a state of war in Europe after September 1, 1939, against United States nationals or the Government of the United States of America, any of its agencies, or contractors or sub-contractors of, or licensees from the Government of the United States of America or its agencies.

(b) The Government of Italy further discharges and agrees to save harmless the Government of the United States of America from any responsibility and liability for the processing, settlement and satisfaction of any such claims of Italian nationals.

2. (a) The Government of Italy waives any claims of Italy against the Government of the United States of America, its agencies or United States nationals arising out of actions with respect to ships under Italian registry and flag, including ships in which there is an Italian interest, between September 1, 1939 and the coming into force of the present Memorandum of Understanding, including claims with respect to the use of Italian ships for civilian or other passenger carriage.

(b) The Government of Italy further discharges and agrees to save harmless the Government of the United States of America from any responsibility and liability for the processing, settlement and satisfaction of any such claims of Italian nationals.

3. The Government of Italy waives any claims of Italy against the Government of the United States of America, its officers or agencies arising out of the maintenance of camps in Italy for displaced persons and for all costs incurred in caring for displaced persons in Italy, including but not limited to claims for reimbursement of the United States share of lira funds advanced to the Allied Financial Agency for the purposes specified in this paragraph.

Displaced persons.

4. (a) The Government of Italy discharges and agrees to save harmless the Government of the United States of America from any responsibility and liability for the processing, settlement and satisfaction of any claims:

(i) of Italian nationals, whether or not asserted in the courts of any country, respecting which the ultimate liability is that of the Government of the United States of America, and arising out of maritime incidents, occurring between September 1, 1939 and the coming into force of the present Memorandum of Understanding, excluding incidents involving ships engaged in purely commercial activities; or

Maritime incidents.

(ii) of Italian nationals or persons domiciled or resident in Italy against the Government of the United States of America, its contractors and sub-contractors, or licensees therefrom, for royalties ultimately paid or payable by the United States of America, or for use of inventions, patented or unpatented, or for infringement of patent rights, arising out of any use of patents or inventions by the Government of the United States of America or such contractors, sub-contractors or licensees, in connection with the wartime activities of the United States of America or programs connected therewith.

Royalties for use of inventions, etc.

(b) The Government of Italy further waives any such claims of Italy.

5. (a) The Government of Italy discharges and agrees to save harmless the Government of the United States of America from any responsibility and liability for the processing, settlement and satisfaction of any claims of Italian nationals, or non-Italian nationals, residing in or transiting Italy, whether or not asserted in the courts of any country, respecting which the ultimate liability is that of the Government of the United States of America and arising out of acts or omission, both line of duty and non-line of duty, of military and civilian employees of the armed forces of the United States of America, occurring between September 1, 1939 and the coming into force of the present Memorandum of Understanding.

Liability arising out of acts or omission of employees of U. S. armed forces.

(b) The Government of Italy further waives any such claims of Italy.

(c) The Government of Italy further agrees to process and to assume full responsibility for the settlement and discharge of any such claims.

Seizure and disclosure of technology.

6. (a) The Government of Italy discharges and agrees to save harmless the Government of the United States of America from any responsibility and liability for the processing, settlement and satisfaction of any claims of Italian nationals against the Government of the United States of America, its agencies, or persons acting under its direction, arising out of the seizure and disclosure of technology, whether patented or not, under programs of the Government of the United States of America for the acquisition and disclosure of such technology in connection with wartime operations and any claim against any person based upon use of information so disclosed.

(b) The Government of Italy further waives any such claims of Italy.

61 Stat., Pt. 2,
p. 1396.

7. (a) The obligation to return Italian goods under Article 73(2) of the Treaty of Peace is understood to be an obligation only to return such goods in the condition in which they exist at the time of return.

(b) (i) Except as specified in Article 73(2) of the Treaty of Peace, no claim shall be asserted by Italy against the Government of the United States of America or its agencies, or against duly authorized United States nationals, arising out of or in connection with procurement or requisition of supplies, services or facilities in Italy by the military forces or civil agencies of the United States of America prior to the effective date of the said Treaty.

(ii) The Government of Italy further agrees to process and to assume full responsibility for the settlement and discharge of any such claims of Italian nationals.

61 Stat., Pt. 2,
p. 1402.

8. With respect to any of the waivers included in the present Article, the Government of Italy reaffirms its obligations to make equitable compensation in lira to the extent set out by the terms of Article 76(2) of the Treaty of Peace.

ARTICLE II

RENUNCIATION OF CLAIMS BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA

61 Stat., Pt. 2,
p. 1245.

9. The Government of the United States of America, recognizing the contribution of Italy towards the winning of the war by Italian action since October 13, 1943, and recognizing the conditions and terms of the Treaty of Peace with Italy and of various clauses of this financial agreement, agrees to renounce and waive claims of the Government of the United States of America or its agencies arising out of the following connections:

(a) Civilian supplies furnished, prior to the effective date of this Memorandum of Understanding, under the military relief program;

(b) Dollars transferred or to be transferred to Italy, equivalent to the net lira expenditures of the United States armed forces in Italy; and

(c) Supplies procured with funds appropriated for the purposes of the Lend-Lease Act and transferred to Italy through the agency of the United States Department of War.

55 Stat. 31,
22 U. S. C. §§ 411-
419.

Italian prisoners of
war.

10. The Government of the United States of America waives such claims as it may have for the payment of salary to Italian officer prisoners of war, made consistent with the convention relating to the treatment of prisoners of war, signed at Geneva on July 27, 1929.

47 Stat. 2021.

11. (a) The Government of the United States of America agrees to continue to honor in lira, at the prevailing rate of exchange applicable to the Government of the United States of America expenditures in Italy at the time of payment, and in accordance with procedures established by the United States military authorities, all valid evidences of obligations made out by the Government of the United States of America or its agencies and in its name or the name of any of its agencies to former Italian prisoners of war and surrendered Italian personnel, both officer and enlisted, it being understood that the two Governments may enter into a subsequent understanding with reference to the procedures which may be utilized by the Government of the United States of America to meet these obligations.

(b) The Government of Italy further agrees to undertake that all payments which have been made by it to former Italian prisoners of war and surrendered personnel prior to the effective date of this agreement in lira at less than the prevailing rate of exchange applicable to the Government of the United States of America expenditures in Italy at the time of payment, shall be adjusted to such then prevailing rate of exchange.

12. The Government of the United States of America waives all costs, including maintenance costs, incurred in the repatriation of Italian prisoners of war to the assembly point on Italian territory. For the purposes of this Memorandum of Understanding the assembly point on Italian territory shall be considered the first point of arrival of Italian prisoners of war on Italian territory.

13. The Government of the United States of America waives any claims it or its agencies or officers may have with respect to advances made by it toward the financing of Italian Partisans. The Government of the United States of America, in further recognition of the renunciation of claims by the Government of Italy, and with particular reference to paragraph 2(a) above, waives all claims it may have against the Government of Italy resulting from advances made by it toward the maintenance of Italian diplomatic missions, and also Italian shipping and crews in neutral ports.

Italian Partisans,
etc.

Ante, p. 3002.

14. (a) The Government of the United States of America waives any claims it or its agencies or officers may have with respect to any transfer made directly by the armed forces of the United States of America, their agencies, or officers of supplies and materials from military stocks to the Government of Italy, to the Italian armed forces or their agencies or officers.

(b) The Government of the United States of America, with reference to 14 (a) above, reserves the right of recapture of any arms,

U. S. right of re-
capture of arms, etc.

61 Stat., Pt. 2,
p. 1051.

ammunition and implements of war (of the types listed in Proclamation No. 2717 of the President of the United States of America, dated February 14, 1947), which may have been transferred by the armed forces of the United States of America, its agencies or officers, and are held by the Government of Italy, its agencies or officers, on the date on which notice requesting return is communicated to the Government of Italy, but the Government of the United States of America has indicated that it does not intend to exercise generally its right of recapture of such articles. Disposal of such articles by the Government of Italy in or for use in other countries will be made only with the consent of the Government of the United States of America and with payment to the Government of the United States of America of any proceeds of such disposals. The Government of Italy agrees that all such articles held by it will be used only for purposes compatible with the principles of international security and welfare set forth in the Charter of the United Nations.

Surplus property.

15. Nothing contained herein shall be construed to affect in any manner obligations assumed by Italy or the United States of America pursuant to settlements between Italy and the United States of America involving disposal of surplus property.

ARTICLE III

PROPERTY OF NATIONALS OF THE UNITED STATES OF AMERICA

61 Stat., Pt. 2,
pp. 1404, 1405.

16. (a) The Government of Italy will expedite in any manner necessary arrangements now being undertaken, or those necessary to be undertaken, for the desequstration of and release of any unusual controls over the property or interests in property in Italy of nationals of the United States of America, including the cancellations of any controls, contracts, including contracts for the sale of capital assets or a part thereof, agreements or arrangements undertaken during the period of control in accordance with the request, or at the direction of the Government of Italy, its agencies or officials, which are not deemed to have been in the best interest of such property or interests. The Government of Italy further agrees that with respect to the application of Paragraph 4 (a) and 4 (d) of Article 78 of the Treaty of Peace to cases which fall within the terms of this provision, as well as to all cases to which Paragraph 4 (a) and 4 (d) of Article 78 apply, the requirement "for the restoration to complete good order" shall be followed in all cases where there has been (1) deterioration of the physical property while under Italian control, and (2) where the physical property has suffered non-substantial damage as a result of acts of war. In all other cases the requirement to compensate in lira to the extent of "two-thirds of the sum necessary" shall apply, provided that the Government of Italy may, with respect to any case, apply the requirement "for the restoration to complete good order."

(b) The Government of Italy agrees that with respect to the property or interests in property of United States nationals which property or interests are not covered by section (a) above, it will ac-

cord such property or interests treatment identical with that provided in section (a) above.

(c) The Government of Italy shall, with reference to paragraphs (a) and (b) above, apply Paragraph 4 (b) of Article 78 of the Treaty of Peace.

(d) Compensation paid in accordance with terms of this section shall be free of levies, taxes, or other charges and shall be freely usable in Italy but shall be subject to the foreign exchange control regulations which may be in force in Italy from time to time.

61 Stat., Pt. 2,
p. 1404.

ARTICLE IV

PREWAR CLAIMS OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA OR OF UNITED STATES NATIONALS

17. (a) The Government of Italy, recognizing the existence of legitimate claims of the Government of the United States of America or of United States nationals against the Government of Italy or Italian nationals arising out of contracts or other obligations incurred prior to December 8, 1941, agrees that it will make every effort to settle at an early a date as possible, and to facilitate to the extent possible the payment of the debts or other claims referred to hereinabove.

(b) With respect to lira payments made under Italian law to Italian government agencies in purported discharge of debts in non-lira currencies owed by Italian nationals to nationals of the United States of America, the Government of Italy fully recognizes the existence of legitimate claims of the Government of the United States of America or United States nationals in these cases. The Government of Italy further agrees that within six months from the date of the signing of this Memorandum of Understanding it will either assume the obligation to make payment of such debts in foreign exchange to the extent that lira payments were made to the Government of Italy in the manner referred to above, or it will provide that the Italian debtor shall be held directly responsible for the payment of such debts. In either event, the Government of Italy agrees that it will make available the foreign exchange necessary for the discharge of such debts at the earliest date permitted by the Italian foreign exchange position. It is understood that the provisions of this section do not prejudice any settlement between the Government of Italy and the Italian debtors with respect to such lira payments.

ARTICLE V

DEFINITIONS

18. For the purposes of this Memorandum of Understanding, the term "nationals" means individuals who are nationals of the United States of America, or of Italy, or corporations or associations organized under the laws of the United States of America or Italy, at the time of the coming into force of this Memorandum of Understanding, provided, that under Article III above, nationals of the United States of

"Nationals."

America shall, for purposes of receiving compensation, also have held this status either at the time at which their property was damaged or on September 3, 1943, the date of the Armistice with Italy.

ARTICLE VI

CLAUSES OF THE TREATY OF PEACE

61 Stat., Pt. 2,
p.1245. 19. It is agreed that any of the clauses of the Treaty of Peace, dated at Paris February 10, 1947, to which this Memorandum of Understanding may refer, shall be considered as constituting an integral part of this Memorandum of Understanding, as between the Governments of the United States of America and Italy.

ARTICLE VII

EFFECTIVE DATE

20. This Memorandum of Understanding shall enter into force upon the day it is signed.

Valid languages.

Done at Washington in duplicate, in the English and Italian languages, both of which shall have equal validity, this 14th day of August, 1947.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ROBERT A LOVETT

FOR THE GOVERNMENT OF ITALY:

LOMBARDO

MEMORANDUM D'INTESA

tra il Governo degli Stati Uniti d'America e il Governo Italiano, concernente il regolamento di determinati "claims" del tempo di guerra e di questioni connesse.

Come parte integrale dei provvedimenti che si vengono ora adottando per ristabilire normali rapporti finanziari ed economici fra i nostri Paesi, e come un passo verso la stabilita' economica dell'Italia, il Governo italiano e il Governo degli Stati Uniti d'America hanno concordato il seguente memorandum d'intesa, in cui si dispone per una rinuncia reciproca ai "claims" e per gli accordi relativi.

ARTICOLO I

Rinuncia ai "claims" da parte dell'Italia o di cittadini italiani.

1. (a) A conferma ed in relazione con l'articolo #76 del Trattato di Pace con l'Italia, in data 10 febbraio 1947, il Governo italiano rinuncia ad ogni "claim" di qualsiasi natura dell'Italia, che possa sorgere direttamente dal fatto della guerra o dai provvedimenti adottati a seguito di uno stato di guerra esistente in Europa, dopo il 1 settembre 1939, nei confronti del Governo degli Stati Uniti d'America, di qualsiasi dei suoi organi, o di qualsiasi dei suoi cittadini, o di appaltatori o sub-appaltatori, o di licenziatari del Governo degli Stati Uniti d'America o dei suoi organi.

(b) Il Governo italiano inoltre esonera ed accetta di ritenere indenne il Governo degli Stati Uniti d'America da qualsiasi responsabilita' in ordine all'accertamento, al regolamento ed al soddisfacimento di qualsiasi dei predetti "claims" di cittadini Italiani.

2. (a) Il Governo italiano rinuncia a qualsiasi "claim" dell'Italia nei confronti degli Stati Uniti d'America, dei suoi organi e cittadini, che sorga da azioni concernenti navi sotto registro e bandiera italiani, comprese le navi nelle quali vi sia un interesse italiano, fra il 1 settembre 1939 e l'entrata in vigore del presente memorandum d'intesa, inclusi i "claims" relativi all'uso di navi italiane per il trasporto di passeggeri civili e altri passeggeri.

(b) Il Governo italiano inoltre esonera ed accetta di ritenere indenne il Governo degli Stati Uniti d'America da qualsiasi responsabilita' per l'accertamento, il regolamento e il soddisfacimento di qualsiasi dei predetti "claims" di cittadini italiani.

3. Il Governo italiano rinuncia a tutti i "claims" dell'Italia, nei confronti del Governo degli Stati Uniti d'America, di suoi funzionari o organi, sorgenti dal mantenimento dei campi per i profughi in Italia, e per tutte le spese sostenute per l'assistenza dei profughi in Italia, comprendenti ma non limitantisi ai "claims" relativi al rimborso della quota afferente agli Stati Uniti d'America dei fondi in lire anticipati all'AFA ("Allied Financial Agency") per gli scopi specificati in questo paragrafo.

4. (a) Il Governo italiano esonera ed accetta di ritenere indenne il Governo degli Stati Uniti d'America da qualsiasi responsabilita' per l'accertamento, il regolamento e il soddisfacimento di tutti i "claims":

(i) di cittadini italiani anche se riconosciuti in giudizio in qualsiasi Paese, per i quali la responsabilita' definitiva e' del Governo degli Stati Uniti d'America, e derivanti da incidenti marittimi verificatisi tra il I settembre 1939 e l'entrata in vigore del presente memorandum d'intesa, esclusi gli incidenti concernenti navi impegnate in attivita' puramente commerciali; oppure

(ii) di cittadini italiani o persone domiciliate o residenti in Italia, nei confronti del Governo degli Stati Uniti d'America, di suoi appaltatori e sub-appaltatori, o di licenziatari per canoni pagati o pagabili in definitiva dagli Stati Uniti d'America o per l'uso d'invenzioni, brevettate o no, o per violazione dei diritti di brevetto, sorgenti da qualsiasi uso di brevetti o di invenzioni da parte del Governo degli Stati Uniti d'America o dei predetti appaltatori, sub-appaltatori o licenziatari, in connessione alle attivita' degli Stati Uniti del tempo di guerra o ai programmi ad esse collegate.

(b) Il Governo italiano rinuncia altresì a qualsiasi di tali "claims" da parte dell' Italia.

5. (a) Il Governo italiano esonera ed accetta di ritenere indenne il Governo degli Stati Uniti d'America da qualsiasi responsabilita' per l'accertamento, il regolamento e il soddisfacimento di tutti i "claims" di cittadini italiani e di cittadini non-italiani, residenti o in transito in Italia, riconosciuti o meno da tribunali di qualsiasi Paese, rispetto ai quali la responsabilita' definitiva e' del Governo degli Stati Uniti d'America, e derivanti da atti o omissioni, sia in servizio che fuori servizio, di dipendenti militari e civili delle forze armate statunitensi verificatisi fra il I settembre 1939 e l'entrata in vigore del presente memorandum d'intesa.

(b) Il Governo italiano rinuncia altresì a qualsiasi di tali "claims" da parte dell' Italia.

(c) Il Governo italiano concorda inoltre di accertare e di assumere piena responsabilita' per il regolamento e la sistemazione di tutti i predetti "claims".

6. (a) Il Governo italiano esonera ed accetta di ritenere indenne il Governo degli Stati Uniti d'America da qualsiasi responsabilita' per l'accertamento, il regolamento e il soddisfacimento di qualsiasi "claim" di cittadini italiani nei confronti del Governo degli Stati Uniti d'America, di suoi organi o di persone operanti ai suoi ordini derivante dal sequestro e dalla divulgazione di ritrovati tecnici, brevettati o no, conformemente ai programmi del Governo degli Stati Uniti d'America per l'acquisto e la divulgazione di tali ritrovati tecnici in relazione alle operazioni del tempo di guerra e di qualsiasi "claim" nei confronti di qualsiasi persona, formato sull'uso di informazioni così divulgate.

(b) Il Governo italiano rinuncia altresì a qualsiasi di tali "claims" da parte dell' Italia.

7. (a) L'obbligo di restituire i beni italiani a norma dell'articolo 73 (2) del Trattato di Pace, viene inteso come obbligazione di restituire soltanto tali beni nelle condizioni in cui si trovano al momento della restituzione.

(b) (i) eccetto quanto specificato nell'articolo 73 (2) del Trattato di Pace, nessun "claim" verterà presentato dall'Italia nei confronti del Governo degli Stati Uniti d'America, di suoi organi e di suoi cittadini debitamente autorizzati, che derivi o sia connesso al reperimento o alla requisizione di rifornimenti, servizi e agevolazioni in Italia da parte delle forze armate o degli organi civili degli Stati Uniti d'America, anteriormente alla data di entrata in vigore del predetto Trattato.

(ii) Il Governo italiano concorda altresì di accertare e di assumere piena responsabilità per il regolamento e la sistemazione di qualsiasi di tali "claims" di cittadini italiani.

8. Riguardo a qualsiasi delle rinuncie comprese in questo articolo, il Governo italiano riafferma il suo obbligo di corrispondere equa indennità in lire nei termini stabiliti dall'art. #76 (2) del Trattato di Pace.

ARTICOLO II

Rinuncia ai "claims" da parte del Governo degli Stati Uniti d'America.

9. Il Governo degli Stati Uniti d'America riconoscendo il contributo dell'Italia alla vittoria nella guerra, rappresentato dall'azione italiana a partire dal 13 ottobre 1943, e riconoscendo le condizioni ed i termini del Trattato di Pace con l'Italia e di varie clausole di questo accordo finanziario, concorda di rinunciare ai "claims" del Governo degli Stati Uniti d'America e dei suoi organi sorgenti dai seguenti rapporti:

(a) "Civilian supplies" forniti anteriormente alla data di entrata in vigore di questo memorandum d'intesa, a norma del programma militare di soccorso;

(b) Dollari trasferiti o da trasferire all'Italia, equivalenti alla spesa netta in lire delle forze armate statunitensi in Italia; e

(c) Rifornimenti disposti con i fondi stanziati per gli scopi previsti dal "lend-lease act" e trasferiti in Italia per il tramite di organi del Ministero della Guerra degli Stati Uniti d'America.

10. Il Governo degli Stati Uniti d'America rinuncia a quei "claims" che gli possano derivare dal pagamento di stipendi a ufficiali italiani, prigionieri di guerra, effettuato a norma della convenzione di Ginevra del 29 luglio 1929 relativa al trattamento dei prigionieri di guerra.

11. Il Governo degli Stati Uniti d'America concorda di continuare a far fronte in lire al tasso di cambio applicabile alle spese in Italia del Governo degli Stati Uniti d'America, in vigore al momento del pagamento e secondo le procedure stabilite dalle Autorità militari degli Stati Uniti d'America, a tutte le valide documentazioni di impegni emesse dal Governo degli Stati Uniti di America o dai suoi organi o in suo nome o in nome dei suoi organi nei riguardi dei prigionieri di

guerra italiani e di personale arresosi italiano, sia ufficiali che truppa, restando convenuto che i due Governi potranno concludere una successiva intesa con riferimento alle procedure che potranno essere seguite dal Governo degli Stati Uniti d'America per far fronte a tali impegni.

(b) Il Governo italiano ulteriormente conviene di impegnarsi a che tutti i pagamenti in lire che sono stati da esso effettuati a ex-prigionieri di guerra italiani e a personale arresosi italiano prima della data effettiva del presente accordo, per un controvalore inferiore al tasso di cambio applicabile alle spese in Italia del Governo degli Stati Uniti d'America in vigore al momento del pagamento, vengano adeguati a tale tasso di cambio in vigore al predetto momento.

12. Il Governo degli Stati Uniti d'America rinuncia a tutte le spese, comprese quelle di mantenimento, sostenute per il rimpatrio dei prigionieri di guerra italiani fino ai punti di concentrazione nel territorio italiano. Ai fini di questo accordo, per punto di concentrazione sara' considerato il primo punto di arrivo dei prigionieri di guerra nel territorio italiano.

13. Il Governo degli Stati Uniti d'America rinuncia a qualsiasi "claim" che esso o i suoi organi o i suoi funzionari possano avere in dipendenza di anticipazioni da esso effettuate per il finanziamento dei partigiani italiani. Il Governo degli Stati Uniti d'America, in ulteriore riconoscimento della rinuncia ai "claims" da parte del Governo italiano, o con particolare riferimento al paragrafo 2 (a) di cui sopra, rinuncia a tutti i "claims" che esso possa avere nei confronti del Governo italiano in dipendenza di anticipazioni fatte da esso medesimo per il mantenimento di missioni diplomatiche italiane, nonche' di navi ed equipaggi italiani in porti neutrali.

14. (a) Il Governo degli Stati Uniti d'America rinuncia a qualsiasi "claim" che esso o i suoi organi o i suoi funzionari possano avere in dipendenza di qualsiasi cessione effettuata direttamente dalle forze armate degli Stati Uniti d'America, da loro organi o funzionari, di rifornimenti e materiali prelevati dalle scorte militari, a favore del Governo italiano, delle forze armate italiane o di loro organi o funzionari.

(b) Il Governo degli Stati Uniti d'America, con riferimento al paragrafo 14 (a) di cui sopra, si riserva il diritto di recuperare armi, munizioni e strumenti di guerra (dei tipi elencati nella Proclamazione No. 2717 del Presidente degli Stati Uniti d'America in data 14 febbraio 1947), che possano essere stati ceduti dalle forze armate o da organi degli Stati Uniti d'America, e che siano detenuti dal Governo italiano, da organi o funzionari di questi, alla data in cui venga comunicata al Governo italiano la richiesta di restituzione; il Governo degli Stati Uniti d'America, ha fatto peraltro presente che in linea di massima non intende esercitare il suo diritto di recupero dei materiali predetti. La cessione dei materiali stessi da parte del Governo italiano ad altri Paesi o la concessione in uso in altri Paesi potra' essere fatta solamente

con il consenso del Governo degli Stati Uniti d'America e dietro versamento al Governo degli Stati Uniti d'America di qualsiasi ricavo di tali cessioni. Il Governo italiano concorda che tutti i detti materiali detenuti da esso verranno impiegati soltanto per finalita' compatibili con i principi della sicurezza e del benessere internazionali espressi nella Carta delle Nazioni Unite.

15. Nulla di quanto e' qui contenuto dovra' essere interpretato in modo da modificare in qualsiasi maniera gli obblighi assunti dall'Italia o dagli Stati Uniti d'America, in conformita' al regolamento fra l'Italia e gli Stati Uniti d'America della cessione dei beni "surplus".

ARTICOLO III

Beni di cittadini degli Stati Uniti di America.

16. (a) Il Governo italiano sollecitera' in tutti i modi i provvedimenti ora in corso di adozione, o quelli che occorra adottare, per il dissequestro e per la revoca di ogni controllo straordinario sui beni o sugli interessi di cittadini degli Stati Uniti d'America in beni in Italia, compresa la cancellazione di qualsiasi controllo, contratto, inclusi contratti per la vendita di attivita' o di una parte di esse, accordo o intesa, disposti durante il periodo del controllo, dietro richiesta o per disposizione del Governo italiano, dei suoi organi o funzionari, i quali (provvedimenti) si ritenga non siano stati nel migliore interesse di tali beni o interessi. Il Governo italiano concorda inoltre che riguardo all'applicazione del paragrafo 4 (a) e 4 (d) dell'articolo #78 del Trattato di Pace ai casi che ricadono sotto questa disposizione, nonche' a tutti i casi a cui si applicano le disposizioni dei paragrafi 4 (a) e 4 (d) dell'articolo #78, la prescrizione "per la rimessa in ottimo stato" dovra' essere applicata in tutti i casi in cui vi e' stata (1) deteriorazione dei beni fisici durante il controllo italiano, e (2) nei casi in cui i beni fisici hanno sofferto danni non sostanziali come conseguenza di atti di guerra. In tutti gli altri casi dovra' essere applicata la prescrizione di compensare in lire alla concorrenza dei "due terzi della somma necessaria", salva la facolta' per il Governo italiano, rispetto ad ogni caso, di applicare la prescrizione "per la rimessa in ottimo stato".

(b) Il Governo italiano concorda che rispetto ai beni o agli interessi in beni di cittadini degli Stati Uniti i cui beni o interessi non siano compresi nella precedente sezione (a), accordera' a tali beni o interessi l'identico trattamento previsto nella precedente sezione (a).

(c) In riferimento ai precedenti paragrafi (a)-(b), il Governo italiano applichera' il paragrafo 4 (b) dell'articolo #78 del Trattato di Pace.

(d) Il compenso pagato a norma del disposto di questa sezione sara' esente da imposta, tasse, od altri oneri e sara' liberamente utilizzabile in Italia, ma sara' soggetto alle norme di controllo valutario che al momento saranno in vigore in Italia.

ARTICOLO IV

“claims” prebellici del Governo degli Stati Uniti d’America o di cittadini degli Stati Uniti d’America.

17. (a) Il Governo italiano, riconoscendo l’esistenza di legittimi “claims” del Governo degli Stati Uniti d’America o dei suoi cittadini nei confronti del Governo italiano o dei suoi cittadini, derivanti da contratti o altre obbligazioni anteriori all’8 dicembre 1941, concorda che fara’ ogni sforzo per regolare al piu’ presto possibile e per facilitare nella misura possibile il pagamento dei debiti o degli altri “claims” a cui sopra ci si riferisce.

(b) Rispetto ai pagamenti in lire fatti a norma della legge italiana, a organi del Governo italiano, con l’intendimento di scaricare i debiti in valute diversi dalla lira dovuti da cittadini italiani a cittadini degli Stati Uniti d’America, il Governo italiano riconosce pienamente l’esistenza di legittimi “claims” del Governo degli Stati Uniti d’America o dei suoi cittadini in questi casi. Il Governo italiano concorda inoltre che entro sei mesi dalla data della firma di questo memorandum d’intesa esso: o assumerà l’obbligo di effettuare il pagamento di tali debiti in valuta estera fino alla concorrenza dei pagamenti in lire effettuati al Governo italiano nel modo anzidetto, oppure prenderà disposizioni perche’ il debitore italiano sia tenuto direttamente responsabile per il pagamento di tali debiti. Nell’uno e nell’altro caso il Governo italiano concorda che renderà disponibile la valuta estera necessaria per lo scarico di tali debiti al piu’ presto possibile compatibilmente con la posizione valutaria dell’Italia. Resta inteso che le disposizioni di questa sezione non pregiudicano alcun regolamento fra il Governo italiano e i debitori italiani rispetto a tali pagamenti in lire.

ARTICOLO V

DEFINIZIONI

18. Ai fini del presente memorandum d’intesa, l’espressione “cittadini” (nationals) si applica alle persone fisiche che siano cittadini degli Stati Uniti d’America o dell’Italia, e alle Società o Associazioni costituite secondo le leggi degli Stati Uniti d’America o dell’Italia, alla data dell’entrata in vigore del memorandum d’intesa, fermo restando che rispetto al precedente articolo III, i cittadini degli Stati Uniti d’America dovranno, al fine di ricevere il compenso, aver posseduto questo status o all’epoca in cui i loro beni furono danneggiati, oppure al 3 settembre 1943, data dell’armistizio con l’Italia.

ARTICOLO VI

Clausole del Trattato di Pace.

19. E’ inteso che qualsiasi delle clausole del Trattato di Pace con l’Italia in data 10 febbraio 1947, alle quali questo memorandum d’intesa si riferisca, sarà considerata come parte integrante di questo memorandum, per cio’ che concerne i rapporti fra i Governi degli Stati Uniti d’America e d’Italia.

ARTICOLO VII

Data effettiva.

20. Le disposizioni di questo memorandum d'intesa entreranno in vigore immediatamente all'atto della firma.

Il presente documento viene redatto in Washington in due testi rispettivamente in lingua inglese ed in lingua italiana, aventi ambedue eguale valore, alla data del 14 agosto 1947.

PER IL GOVERNO DEGLI STATI UNITI D'AMERICA:

ROBERT A LOVETT

PER IL GOVERNO ITALIANO:

LOMBARDO

The Chief of the Italian Economic and Financial Delegation to the Acting Secretary of State

ITALIAN EMBASSY
WASHINGTON, D. C.

Italian Economic and Financial Delegation

AUGUST 14, 1947

SIR:

U. S. military cemeteries in Italy.
Ante, p. 3962.

With respect to the "Memorandum of Understanding between the Government of the United States of America and the Government of Italy regarding settlement of certain wartime claims and related matters", I am authorized, on behalf of the Government of Italy, to make known to you the intentions of the Government of Italy with respect to United States military cemeteries in Italy.

The Government of Italy is deeply aware of the fact that the existence of these cemeteries is the result of the valiant and heroic sacrifices made by nationals of the United States of America in the cause of peace and justice for my country, as well as for their country. My Government is also deeply aware of the fact that for years to come the members of the families and relatives of those United States nationals who are buried in United States military cemeteries in Italy will wish to visit their graves. The Government of Italy, therefore, in recognition of the circumstances which led to the establishment of these cemeteries and in full appreciation of their symbolic significance, offers to undertake to maintain in good order and in perpetuum all United States military cemeteries in Italy.

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

LOMBARDO
*Chief of the Italian Economic
and Financial Delegation*

The Honorable
ROBERT A. LOVETT,
Acting Secretary of State.

The Acting Secretary of State to the Chief of the Italian Economic and Financial Delegation

DEPARTMENT OF STATE
WASHINGTON
August 14, 1947

SIR:

I have the honor to acknowledge receipt of your note of this date in the following terms:

[Text same as in preceding note.]

The Government of the United States of America not only values the offer of the Government of Italy to maintain in good order and in perpetuum all United States military cemeteries in Italy, but also the motives which prompted that offer.

It is, therefore, with a deep sense of appreciation that I accept, on behalf of my Government, the offer of the Government of Italy to undertake to maintain in good order and in perpetuum all United States military cemeteries in Italy.

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

ROBERT A LOVETT
Acting Secretary of State

The Honorable
IVAN MATTEO LOMBARDO,
*Chief of the Italian Economic
and Financial Delegation.*

*The Chief of the Italian Economic and Financial Delegation to the
Acting Secretary of State*

ITALIAN EMBASSY
WASHINGTON, D. C.

Italian Economic and Financial Delegation

AUGUST 14, 1947

SIR:

With reference to the "Memorandum of Understanding between the Government of the United States of America and the Government of Italy regarding settlement of certain wartime claims and related matters", I have the honor to inform you of my Government's undertakings as set forth below with respect to the assistance to be given to nationals of the United States of America with respect to their properties in Italy. This assistance is directed particularly to the implementation of Article 78 of the Treaty of Peace with Italy and to Article III, paragraph 16, of the above Memorandum of Understanding.

Ante, p. 3962.

61 Stat., Pt. 2,
p. 1403.
Ante, p. 3966.

The Government of Italy shall, as soon as possible, designate an Italian governmental agency having authority to receive and determine claims of nationals of the United States of America with respect to their properties in Italy, and to effect the restoration of such properties, or pay compensation, or both, as provided in Article 78 of the Treaty of Peace with Italy, and in accordance with the terms of Article III, paragraph 16, of the Memorandum of Understanding.

61 Stat., Pt. 2,
p. 1403.
Ante, p. 3966.

With a view to rendering appropriate assistance to nationals of the United States of America having claims falling within the scope of this agreement, and also to any representative who may be designated by the Government of the United States of America to assist such nationals in the preparation and establishment of their claims, the Government of Italy further will, upon request and without charge, furnish copies of pertinent evidence and records in Italy, and will also, upon request and without charge make available to the designated representative of the United States of America funds in lira to the extent necessary to defray the local expenses in Italy, including subsistence, of such representative and his assistants, and also to pay compensation to Italian personnel designated in Italy

by such representative, it being understood that such expenses will be kept to a minimum.

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

LOMBARDO

*Chief of the Italian Economic
and Financial Delegation*

The Honorable

ROBERT A. LOVETT,
Acting Secretary of State.

*The Acting Secretary of State to the Chief of the Italian Economic and
Financial Delegation*

DEPARTMENT OF STATE

WASHINGTON

August 14, 1947

SIR:

I have the honor to acknowledge receipt of your note of this date in the following terms:

[Text same as in preceding note.]

I am pleased to inform you that the undertakings and procedures set forth in your note are satisfactory to my Government. These procedures can be expected to limit the expenses to be incurred under section 5 of Article 78 of the Treaty of Peace, which is a desirable result for both Governments.

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

ROBERT A. LOVETT
Acting Secretary of State

The Honorable

IVAN MATTEO LOMBARDO,
*Chief of the Italian Economic
and Financial Delegation.*

*The Chief of the Italian Economic and Financial Delegation to the
Acting Secretary of State*

ITALIAN EMBASSY
WASHINGTON, D. C.

Italian Economic and Financial Delegation

AUGUST 14, 1947

SIR:

Reference is made to Article III, paragraph 16, of the "Memorandum of Understanding between the Government of the United States of America and the Government of Italy regarding settlement of certain wartime claims and related matters", signed this date.

One of the more troublesome problems which has arisen in connection with Article 78 of the Treaty of Peace has been concerned with the property in Italy of American oil companies. The principal difficulty which has been encountered in returning such properties to the rightful owners has been the question of the employment rights which accrued during the period of control of the American oil companies by the Government of Italy.

I am authorized by my Government to advise you of the following agreement on the question of employment rights which has been reached between the Government of Italy and representatives of the oil companies:

1. The Anglo-American companies (which had originally requested the Government of Italy to consider as broken the continuity of employment for the employees on their pay rolls at the moment of liquidation of the companies) have now in principle agreed to re-engage 95% of the personnel. The Azienda Generale Italiana Petroli on its side shall, in full agreement with the Italian Treasury, pay the indemnities for the period running from the date of the liquidation to the date of re-employment. The implementation of this formula can be expected to take place in the very near future.

2. An agreement has been reached on the partitioning of the market between the foreign companies on the one side and Azienda Generale Italiana Petroli on the other side. This agreement has involved considerable sacrifice on the part of Azienda Generale Italiana Petroli.

3. Insofar as the war damages suffered by the American companies are concerned, the duty of the Government of Italy derives from Article 78 of the Treaty of Peace, and the policy applied will be in accordance with Article III, paragraph 16, of the above referred to Memorandum of Understanding.

It is also understood that the properties and all assets will be returned, including, of course, the employee compensation funds which were on hand at the date of liquidation and which represent the funds available for persons still employed by the companies.

This agreement was made known to the representatives of the American oil companies in the United States of America concerned with this problem, as well as to officials of your Department, all of whom signified their approval.

I can, therefore, confirm to you that the Government of Italy accepts all the above engagements and will implement them at the earliest possible date.

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

LOMBARDO

*Chief of the Italian Economic
and Financial Delegation*

The Honorable

ROBERT A. LOVETT,

Acting Secretary of State.

Property in Italy of
American oil compa-
nies.
61 Stat., Pt. 2,
p. 1403.

61 Stat., Pt. 2,
p. 1403.
Annex, p. 3906.

The Acting Secretary of State to the Chief of the Italian Economic and Financial Delegation

DEPARTMENT OF STATE
 WASHINGTON
 August 14, 1947

SIR:

I have the honor to acknowledge receipt of your note of this date in the following terms:

[Text same as in preceding note.]

My Government is very pleased to know that the question of the return of the properties in Italy of American oil companies has been resolved in the manner set forth in your note. The solution is consistent with the terms of Article III, paragraph 16, of the "Memorandum of Understanding between the Government of the United States of America and the Government of Italy regarding settlement of certain wartime claims and related matters", signed this date.

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

ROBERT A LOVETT
Acting Secretary of State

The Honorable

IVAN MATTEO LOMBARDO,
*Chief of the Italian Economic
 and Financial Delegation.*

*The Chief of the Italian Economic and Financial Delegation to the Acting
 Secretary of State*

ITALIAN EMBASSY
 WASHINGTON, D. C.

Italian Economic and Financial Delegation

AUGUST 14, 1947

SIR:

With reference to Article 4 of the "Memorandum of Understanding between the Government of the United States of America and the Government of Italy regarding settlement of certain wartime claims and related matters", signed this date, I am pleased to be able to advise you on behalf of the Government of Italy that a plan has been prepared for adjusting the unrepatriated bonds of the Italian dollar issue, service on which has been suspended since 1940.

The proposed plan, which has been approved in principle by the Foreign Bond Holders Protective Council, Inc., will embrace all publicly held dollar bonds comprising three groups: first, bonds of the Kingdom of Italy; second, bonds of the Cities of Rome and Milan, bonds of the Italian Credit Consortium for Public Works, and bonds of the Mortgage Bank of the Venetian Provinces; and third, bonds of

the Italian Credit Institute for Public Utility Enterprises and of eleven public utility corporations.

New bonds will be issued in an amount equal to the principal of the old bonds plus all arrears thereof at the former rates to January 1, 1947. The new bonds to be issued in exchange for the Kingdom of Italy bonds will be issued by the Republic, while those issued in exchange of the old bonds in the second and third groups will be bonds of the Consortium and the Institute respectively, in each case guaranteed as to principal and interest by the Republic.

The new bonds in all three groups are expected to bear interest at 1% for 1947, 1948 and 1949; 2% for 1950 and 1951; and 3% beginning 1952. The first installment of interest on the new bonds will be paid in cash at the time of exchange. Commencing in January 1952 the three issues of bonds will be entitled to a cumulative sinking fund of 1% per annum for 1952 to 1956 inclusive and 2% per annum beginning in 1957.

It is expected that the full details of the plan will be made public and the offer to the old bond holders will be made in the near future, as soon as the necessary registration under the Security Act of 1933 and other arrangements are completed. There is enclosed herewith for your information additional details concerning the proposed plan.

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

LOMBARDO

*Chief of the Italian Economic
and Financial Delegation*

Enclosure:

Italian Dollar Bond Tabulation.

The Honorable

ROBERT A. LOVETT,

Acting Secretary of State.

ITALIAN DOLLAR BONDS

There are presently outstanding approximately \$108,000,000 of nonrepatriated Italian dollar bonds on which service was suspended on June 10, 1940, and it is the desire of the Government of Italy to make an adjustment with respect thereto.

These obligations fall into three categories: first, bonds issued by the Government of Italy; second, bonds issued by the Cities of Rome and Milan and by the Italian Credit Consortium for Public Works, and the Mortgage Bank of the Venetian Provinces; and third, various corporate obligations. In connection with formulating an adjustment of Italian dollar bonds, it has been considered advisable to issue three types of obligations—one a direct obligation of the Government of Italy, to be issued in exchange for bonds falling within the first category and the other two being obligations of semi-governmental agencies, guaranteed as to principal and interest by the Government of Italy, to be issued in exchange for bonds falling within the second and third categories.

I. Bonds of the Kingdom of Italy:

The issue of the above obligor to be considered in the following:

<u>Issue</u>	<u>Maturity</u>	<u>Interest Dates</u>
Kingdom of Italy	7s, 1951	J & D 1

II. Bonds of the Cities of Rome and Milan, the Italian Credit Consortium for Public Works and the Mortgage Bank of the Venetian Provinces:

<u>Issue</u>	<u>Maturity</u>	<u>Interest Dates</u>
City of Milan	6½s, 1952	A & O 1
City of Rome	6½s, 1952	A & O 1
Consortium for Public Works	7s, 1947	M & S 1
Mortgage Bank of the Venetian Provinces	7s, 1952	A & O 1

III. Corporate Obligations:

The Corporate obligations outstanding are twelve issues of dollar bonds, 8 of which represent, directly or indirectly, obligations of utility companies and 4 of industrial companies. These obligations are the following:

<u>Issue</u>	<u>Maturity</u>	<u>Interest Dates</u>
Italian Public Utility Credit Institute	7s, 1952	J & J 1
Adriatic Electric Co.	7s, 1952	A & O 1
Piedmont Hydro-Electric Co.	6½s, 1960	A & O 1
Lombard Electric Co.	7s, 1952	J & D 1
Isarco Hydro-Electric Co.	7s, 1952	M & N 1
Meridionale Electric Co.	7s, 1957	A & O 1
United Electric Service Co.	7s, 1956	J & D 1
Terni Industrial and Electric Co.	6½s, 1953	F & A 1
Isotta Fraschini Automobile Factory	7s, 1942	J & D 1
Ercole Marelli Electric Manufacturing Co.	6½s, 1953	M & N 1
Ernesto Breda Co.	7s, 1954	F & A 1
*Crespi Cotton Works	7s, 1952	M & N 1

*The lira bonds of Crespi Cotton Works, Ltd. (now Italian Textile Establishment (Milan) were originally sold in the U. S. with provision for payment in dollars at a rate of not less than 3.64 cents to the lira.

Adjustment plan.

In order to effect an adjustment with the holders of such obligations, the following plan is proposed:

1. (a) The Government of Italy will offer a like principal amount of its 3% 30 year External Sinking Fund Bonds in exchange for the outstanding principal amount of the obligations of the Kingdom of Italy.

(b) The Italian Credit Consortium for Public Works, one of the present obligors and a semi-governmental agency, will offer (pursuant to authority granted by the Government of Italy) its bonds in exchange for the outstanding principal amount of the obligations of the Cities of Rome and Milan, the Italian Credit Consortium for Public Works and the Mortgage Bank of the Venetian Provinces. The entire debt service on such bonds will be guaranteed by the Government of Italy.

(c) The Italian Public Utility Credit Institute, one of the present obligors and a semi-governmental agency, will offer (pursuant to authority granted by the Government of Italy) its bonds in exchange for the outstanding principal amount of the twelve corporate issues.

The entire debt service on such bonds will be guaranteed by the Government of Italy.

2. Semi-annual interest payments on the three issues of bonds will accrue from January 1, 1947. Interest will be paid in 1947, 1948 and 1949 at the rate of 1% per annum; in 1950 and 1951 at the rate of 2% per annum; and in 1952 and subsequent years at the rate of 3% per annum. Upon exchange of old bonds for new bonds, a cash payment will be made for interest accrued from January 1, 1947 to July 1, 1947, at the rate of 1% per annum.

3. Interest in arrears on the various bond issues will be computed at the rates stated in the bonds from the date of the last coupon payment to January 1, 1947 and additional (a) Government of Italy Bonds, or (b) Italian Credit Consortium for Public Works Bonds, or (c) Italian Public Utility Credit Institute Bonds, as the case may be, will be issued in settlement thereof, except that no bonds will be issued in principal amounts of less than \$100. Any balance which may be due on account of accrued interest over and above a multiple of \$100 will be discharged by an equal face amount of non-interest bearing scrip exchangeable for Government of Italy bonds or Italian Credit Consortium for Public Works bonds or Italian Public Utility Credit Institute bonds, as the case may be, in aggregate amounts of \$100 or any multiple thereof.

4. Commencing January 1, 1952, the three issues of bonds will be entitled to a cumulative sinking fund, calculated on the nominal amount of bonds to be outstanding initially, at the following rates:

1952 to 1956 inclusive	1% per annum
1957 and subsequent years	2% per annum

such sinking fund to be applied semi-annually to the purchase of bonds at or below par or to the extent not so obtainable in redemption at par of bonds to be selected by drawings.

5. The Government of Italy is prepared to agree to set aside monthly in a segregated account with the Bank of Italy foreign exchange equivalent to 1/2 of the semi-annual service requirement for the three issues of bonds.

★ ★ ★

The respective approximate principal amount of the three proposed 3% thirty year bonds to be outstanding (including bonds issued in settlement of all arrears of interest to January 1, 1947) are shown in the attached tabulation, which also sets forth a schedule of the relative interest and amortization payments.

★ ★ ★

No provision is being made at this time for the outstanding bonds of the General Italian Edison Electric Company, all of which bonds are owned by the International Power Securities Corporation, because of negotiations presently being conducted by General Italian Edison Electric Company with the International Power Securities Corporation looking toward the exchange of such bonds for stocks of the General Italian Edison Electric Company.

Bonds of General
Italian Edison Electric
Company.

PROPOSED ITALIAN ISSUES TO BE DATED AS OF JANUARY 1, 1947, DUE 1977

	<u>Government Issue</u>	<u>Credit Consortium</u>	<u>Pub. Util. Credit Institute</u>	<u>Total</u>	
Original Principal Amount to be Outstanding	<u>\$40, 257, 310</u>	<u>\$38, 055, 462</u>	<u>\$58, 065, 712</u>	<u>\$136, 378, 485</u>	
		★ ★ ★			
<u>Semi-Annual Service Requirements:</u>				<u>Total Service</u>	
				<u>Semi-Annual</u>	<u>Annual</u>
1947 to 1949					
Interest 1%	<u>\$ 201, 286</u>	<u>\$ 190, 277</u>	<u>\$ 290, 328</u>	<u>\$ 681, 891</u>	<u>1, 363, 782</u>
1950 to 1951					
Interest 2%	<u>402, 573</u>	<u>380, 544</u>	<u>580, 657</u>	<u>1, 363, 784</u>	<u>2, 727, 568</u>
1952 to 1956					
Interest 3%)					
Sinking fund 1%)	<u>805, 145</u>	<u>761, 108</u>	<u>1, 161, 313</u>	<u>2, 727, 566</u>	<u>5, 455, 132</u>
1957 to 1977					
Interest 3%)					
Sinking fund 2%)	<u>1, 006, 432</u>	<u>951, 385</u>	<u>1, 451, 642</u>	<u>3, 409, 439</u>	<u>6, 818, 918</u>
		★ ★ ★			
Amount Bonds retired at par 6th to 10th years	2, 154, 308	2, 036, 481	3, 107, 299	7, 298, 088	
% of original issue					5. 35%
Amount of Bonds retired at par 11th to 30th years	21, 846, 788	20, 651, 864	31, 511, 032	74, 009, 684	
% of original issue					
Amount Bonds retired at par 6th to 30th years	24, 001, 096	22, 688, 343	34, 618, 331	81, 307, 772	
% of original issue					59. 62%

UNREPATRIATED BONDS OUTSTANDING

<u>Interest Dates</u>	<u>Principal Amount Outstanding</u>	<u>Interest Arrears to Dec. 31, 1946 %</u>	<u>Amount</u>	<u>Total</u>	<u>Approximate Amount of New Bonds</u>
<u>Kingdom of Italy - 7s, 1951</u>					
<u>J & D 1</u>	27, 558, 400	46. 08	12, 698, 910. 72		40, 257, 310. 72
<u>City of Milan - 6½s, 1952</u>					
<u>A & O 1</u>	13, 092, 800	43. 87	5, 743, 811. 36	18, 836, 611. 36	
<u>City of Rome - 6½s, 1952</u>					
<u>A & O 1</u>	9, 911, 800	43. 87	4, 348, 306. 66	14, 260, 106. 68	
<u>Credit Consortium - 7s, 1947</u>					
<u>M & S 1</u>	2, 704, 000	47. 83	1, 293, 323. 20	3, 997, 323. 20	
<u>Mortgage Bank of Venetian Provinces - 7s, 1952</u>					
<u>A & O 1</u>	666, 500	47. 25	314, 921. 25	961, 421. 25	
	26, 375, 100		11, 700, 362. 47		38, 055, 462. 47
<u>Ital. Pub. U. Cr. Inst. - 7s, 1952</u>					
<u>J & J 1</u>	7, 878, 500	49.	3, 860, 465. 00	11, 738, 965. 00	
<u>Adriatic Elec. Co. - 7s, 1952</u>					
<u>A & O 1</u>	2, 091, 000	47. 25	987, 997. 50	3, 078, 997. 50	
<u>Piedmont H-E Co. - 6½s, 1960</u>					
<u>A & O 1</u>	5, 473, 000	43. 87	2, 401, 005. 10	7, 874, 005. 10	
<u>Lombard Elec. Co. - 7s, 1952</u>					
<u>J & D 1</u>	2, 879, 000	46. 08	1, 326, 643. 20	4, 205, 643. 20	
<u>Isarco H-E Co. - 7s, 1952</u>					
<u>M & N 1</u>	2, 091, 500	46. 67	976, 103. 05	3, 087, 603. 05	
<u>Meridionale Elec. Co. - 7s, 1957</u>					
<u>A & O 1</u>	8, 765, 500	47. 25	4, 145, 698. 75	12, 907, 198. 75	
<u>United Elec. Service Co. - 7s, 1956</u>					
<u>J & D 1</u>	2, 748, 000	46. 08	1, 266, 278. 40	4, 014, 278. 40	

UNREPATRIATED BONDS OUTSTANDING—Continued

<u>Interest Dates</u>	<u>Principal Amount Outstanding</u>	<u>Interest Arrears to %</u>	<u>Dec. 31, 1946 Amount</u>	<u>Total</u>	<u>Approximate Amount of New Bonds</u>
<u>Terni Ind. & Elec. Co. - 6½s, 1953</u>					
F & A 1	5,032,000	44.96	2,262,387.20	7,294,387.20	
<u>Isotta Frasch. Auto Factory - 7s, 1942</u>					
J & D 1	253,000	46.08	116,582.40	369,582.40	
<u>Ercole Marelli Elec. Co. - 6½s, 1953</u>					
M & M 1	1,022,000	43.33	442,852.60	1,464,832.60	
<u>Ernesto Breda Co. - 7s, 1954</u>					
F & A 1	983,000	48.42	475,968.60	1,458,968.60	
<u>Ital. Textile Estab. Milan - 7s, 1952</u>					
M & N 1	*389,480	46.67	181,770.32	571,250.32	
	<u>39,605,980</u>		<u>18,439,732.12</u>		58,065,712.12
	27,558,400		12,698,910.72		40,257,310.72
	26,375,100		11,700,362.47		38,055,462.47
	<u>39,605,980</u>		<u>18,439,732.12</u>		<u>58,065,712.12</u>
	93,539,480		42,839,005.31		136,378,485.31

* The principal amount of bonds outstanding is Lira 10,700,000.

The Acting Secretary of State to the Chief of the Italian Economic and Financial Delegation

DEPARTMENT OF STATE
WASHINGTON
August 14, 1947

SIR:

I have the honor to acknowledge receipt of your note of this date in the following terms:

Ante, p. 3980.

[Text same as in preceding note.]

The plan proposed by you with respect to the unrepatriated bonds of the Italian dollar issues, service on which has been suspended since 1940, satisfactorily complies with the obligations undertaken by the Government of Italy in paragraph 17 of Article IV of the "Memorandum of Understanding between the Government of the United States of America and the Government of Italy regarding settlement of certain wartime claims and related matters".

Ante, p. 3967.

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

ROBERT A LOVETT
Acting Secretary of State

The Honorable

IVAN MATTEO LOMBARDO,
Chief of the Italian Economic and Financial Delegation.

MEMORANDUM OF UNDERSTANDING

Between the Government of the United States of America and the Government of Italy regarding Italian assets in the United States of America and certain claims of United States nationals.

Italian property in
U. S.

61 Stat., Pt. 2,
p. 1406.

Discussions have taken place with representatives of the Government of Italy on the question of disposition of Italian property in the United States of America. These discussions have grown out of the terms of the Treaty of Peace with Italy dated at Paris February 10, 1947, particularly Article 79 thereof; and out of the financial and other relations between the United States of America and Italy during the period since the Italian Armistice. As a further step toward the bettering of relations between Italy and the United States of America, the Government of the United States of America has felt it desirable, subject to appropriate governmental action, to renounce certain of the rights granted to it under the terms of the Treaty of Peace, and to return and unblock property in the United States of America which has been vested or blocked by the Government of the United States of America by reason of an interest of Italy or Italian nationals. The Government of Italy, on the other hand, has recognized that in justice it should provide funds to be utilized by the Government of the United States of America in application to claims of United States nationals arising out of the war with Italy.

The Government of the United States of America and the Government of Italy have, therefore, reached an understanding, as follows:

ARTICLE I

1. The Government of the United States of America, referring to Article 79 of the Treaty of Peace with Italy, dated at Paris February 10, 1947, nevertheless agrees, within the limits provided by law:

61 Stat., Pt. 2,
p. 1406.

(a) to take the necessary steps to effect the return of property and interests vested in or transferred to any officer or agency of the Government of the United States of America under the Trading with the Enemy Act, as amended, which were owned by the Government of Italy or Italian nationals immediately prior to such vesting or transfer, or the net proceeds of such property or interest; provided, however, that such return shall be subject to the conditions and exceptions set forth in Annex I, which constitutes an integral part of this Memorandum of Understanding;

40 Stat. 411.
50 U. S. C. app. §§ 1-38.

Post, p. 3991.

(b) to take the necessary steps to effect the release by the United States authorities of blocked property and interests in the United States of America of Italy or Italian nationals. Such release shall be effected in accordance with conditions stated in a letter of assurances, dated today, and addressed by the Italian authorities to

Release of blocked
property.

the Secretary of the Treasury of the United States of America, it being understood that the unblocking procedure will actually be put into effect not later than one month from the date of this Memorandum of Understanding;

(c) to take the necessary steps to return, in their condition at the time of return, to the Government of Italy all vessels which were under Italian registry and flag on September 1, 1939, which were thereafter acquired by the Government of the United States of America either by purchase or by forfeiture and which are now owned by the Government of the United States of America; provided, that in the event forfeiture proceedings against any of the vessels are dismissed, the Government of Italy agrees to discharge and save harmless the Government of the United States of America from any responsibility and liability for the processing, settlement and satisfaction of any claims against such vessels; and

Return of vessels,
etc.

(d) to take the necessary steps, subject to all terms and conditions of authorizing legislation, to transfer to the Government of Italy surplus liberty ships of the Government of the United States of America, to be operated by Italy for commercial uses, of a total tonnage approximately equal to the total tonnage of vessels which were under Italian registry and flag on September 1, 1939, and were subsequently seized in United States ports and thereafter lost while being employed in the United States war effort, provided that the selection of such surplus ships shall be by the Government of the United States of America, after consultation with the Government of Italy, and provided further that the ships shall be transferred on an as is where is basis.

2. The release or return of property and interests under the present Article shall not prevent the assertion of rights or claims to, against or with respect to such property and interests or the proceeds thereof; nor (in accordance with Article 76 of the Treaty of Peace signed at Paris) shall this Memorandum of Understanding or its execution in any way give rise to any cause of action or claim against the Government of the United States of America, or any officer or agency thereof.

61 Stat., Pt. 2,
p. 1401.

3. (a) The provisions of this Article shall in no manner impose any obligation upon the Government of the United States of America to return any royalty or other compensation or right to receive a royalty or other compensation to the Government of Italy or any Italian national arising out of the use prior to December 31, 1945 of any invention, patent or patent right in the United States held by the Government of Italy or Italian nationals, or subject to return to the Government of Italy or Italian nationals pursuant to this Memorandum of Understanding.

Royalties for use of
inventions, etc.

(b) The Government of Italy recognizes that the Government of the United States of America, its agencies or United States nationals, have no responsibility for the processing, settlement or satisfaction of any claims of Italian nationals falling under the terms of this paragraph and agrees, consistent with Paragraph 3 of Article 79 of the Treaty of Peace, to compensate Italian nationals for any duly established claims falling under the terms of this Article.

61 Stat., Pt. 2,
p. 1407.

(c) Except as set forth in this Memorandum of Understanding or in Annex I hereto, industrial property released or returned by the Government of the United States of America pursuant to paragraph 1 of the present Article shall be subject only to such restrictions as may otherwise be generally applicable to industrial property in the United States of America held by foreign countries or nationals of such countries.

ARTICLE II

Italian payment.

4. The Government of Italy agrees to pay and deposit with the Government of the United States of America on or before December 31, 1947 the sum of \$5,000,000 (five million dollars) in currency of the United States of America, this sum to be utilized, in such manner as the Government of the United States of America may deem appropriate, in application to the claims of United States nationals arising out of the war with Italy and not otherwise provided for.

ARTICLE III

DEFINITIONS

"Italian nationals."

5. For the purposes of this Memorandum of Understanding, the term "Italian nationals" means individuals who are nationals of Italy or corporations or associations organized under the laws of Italy, at the time of the coming into force of this Memorandum of Understanding.

ARTICLE IV

CLAUSES OF THE TREATY OF PEACE

61 Stat., Pt. 2,
p. 1245.

6. It is agreed that any of the clauses of the Treaty of Peace, dated at Paris February 10, 1947, to which this Memorandum of Understanding and the Annex hereto may refer, shall be considered as constituting an integral part of this Memorandum of Understanding and the Annex hereto, as between the Governments of the United States of America and Italy.

ARTICLE V

EFFECTIVE DATE

7. This Memorandum of Understanding shall enter into force upon the day it is signed.

Valid languages.

Done at Washington in duplicate, in the English and Italian languages, both of which shall have equal validity, this 14th day of August, 1947.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ROBERT A LOVETT

FOR THE GOVERNMENT OF ITALY:

LOMBARDO

ANNEX I

The Government of the United States of America intends to effect returns, pursuant to Article I, paragraph 1 (a) of this Memorandum of Understanding, by appropriate legislation permitting returns of vested property to the Government of Italy and subjects or citizens of Italy and corporations or associations organized under the laws of Italy upon the terms and conditions generally applicable to return of such property to others eligible for return pursuant to Section 32 of the Trading with the Enemy Act, as amended.

Ante, p. 3988.

It is understood that while the Government of the United States of America will seek to eliminate Italian nationality as a disqualification from eligibility for return pursuant to Section 32 (a) of the Trading with the Enemy Act, as amended,

60 Stat. 50.
50 U. S. C. app.
§§ 32, 619.

(a) The Government of the United States of America does not intend to assume any obligation to make returns to any of the following:

Nonassumption by
U. S. of obligation to
make returns in cer-
tain cases.

(1) The Italian Fascist Party, any organization closely affiliated therewith (other than the Government of Italy) or any person who was a member of such party or organization at any time after September 8, 1943; or

(2) Any person, firm or organization convicted of violation of any of the statutes set forth in Section 34 (a) of the Trading with the Enemy Act, as amended; or

(3) Any person, firm or organization convicted of war crimes or of having collaborated with an enemy country after September 8, 1943; or

60 Stat. 925.
50 U. S. C. app. §§ 34,
620.

(4) Any person, firm or organization indicted or officially charged with war crimes or with having collaborated with an enemy country after September 8, 1943, until such person, firm or organization has been officially acquitted or cleared of such indictment or charge; or

(5) A corporation or association organized under the laws of any country other than Italy or Trieste; or

(6) Any individual who was at any time after December 7, 1941, a citizen or subject of a nation other than Italy with which the United States of America has at any time since December 7, 1941, been at war; or

(7) Any individual voluntarily resident at any time since December 7, 1941, within the territory of any nation other than Italy with which the United States of America has at any time since December 7, 1941, been at war;

(b) Ultimate disposition of property falling under the terms of section (a), paragraphs (1)–(7) above is reserved for future decision by the Government of the United States of America, after consultation between the Governments of Italy and the United States of America;

Ultimate disposition
of certain property.

(c) The Government of the United States of America does not intend to make returns in any case in which it deems that return would be contrary to its interests in respect of national security or antitrust or fiscal policy; and

(d) The Government of the United States of America does not intend to assume any obligation to make returns of any property which was used pursuant to an arrangement to cloak or to conceal any property or interest within the United States of America of any person ineligible to receive a return under Section 32 (a) (2) of the Trading with the Enemy Act, as amended.

60 Stat. 51.
50 U.S.C. app. §§32,
619.
Literary, artistic or
industrial property.

It is further understood that in the case of any literary, artistic or industrial property to be returned, the property shall remain subject to all licenses and agreements for licenses which were granted or entered into by the United States of America with respect to it and which were in effect immediately prior to return; and any rights of the Government of the United States of America to revoke any such license or agreement for license shall not be included within the return.

MEMORANDUM D'INTESA

tra il Governo degli Stati Uniti d'America ed il Governo italiano relativamente ai beni italiani negli Stati Uniti d'America ed a taluni "claims" dei cittadini degli Stati Uniti d'America.

Hanno avuto luogo con i rappresentanti del Governo italiano discussioni sulla questione della destinazione dei beni italiani negli Stati Uniti d'America. Queste discussioni hanno avuto origine dalle disposizioni del Trattato di Pace con l'Italia, in data 10 febbraio 1947 ed in particolare dall'articolo #79 di tale documento, e dall'esame delle relazioni finanziarie e generali tra gli Stati Uniti d'America e l'Italia durante il periodo posteriore all'Armistizio con la Italia. Come un ulteriore passo verso il miglioramento delle relazioni tra la Italia e gli Stati Uniti d'America, il Governo degli Stati Uniti d'America ha ritenuto desiderabile, sotto riserva dei provvedimenti governativi appropriati, di rinunciare a taluni dei diritti assicurati ad esso dalle clausole del Trattato di Pace, e di restituire e sbloccare i beni negli Stati Uniti d'America che siano stati sottoposti a sequestro ("vested") o siano stati bloccati dal Governo degli Stati Uniti d'America in ragione di un interesse dell'Italia o di cittadini italiani. Il Governo italiano, d'altra parte, ha riconosciuto rispondente a giustizia di dover fornire i fondi che devono essere utilizzati da parte del Governo degli Stati Uniti d'America in soddisfacimento di "claims" dei cittadini degli Stati Uniti d'America sorti dalla guerra con l'Italia.

Pertanto e' stato concordato tra il Governo degli Stati Uniti d'America ed il Governo italiano il seguente memorandum d'intesa.

ARTICOLO I

1. Il Governo degli Stati Uniti d'America, in relazione e nonostante l'articolo #79 del Trattato di Pace con l'Italia, in data 10 febbraio 1947, conviene, nei limiti fissati dalla legge:

(a) di adottare le misure necessarie per effettuare la restituzione dei beni e degli interessi posti sotto sequestro ("vested") o trasferiti a qualsiasi funzionario o organo del Governo degli Stati Uniti d'America in base al "Trading with the Enemy Act" cosi' come emendato, appartenenti all'Italia o a cittadini italiani nel periodo immediatamente precedente tale sequestro o trasferimento, ovvero di restituire il ricavo netto di tali beni o interessi; purché, tuttavia, tale restituzione sia subordinata alle condizioni e alle eccezioni enunciate nell'Annesso I, che costituisce una parte integrante di questo memorandum d'intesa;

(b) di adottare le misure necessarie per procedere al rilascio, da parte delle Autorita' degli Stati Uniti d'America dei beni e degli interessi, bloccati negli Stati Uniti d'America, dell'Italia o dei cittadini italiani. Tale rilascio dovra' essere effettuato in conformita' alle condizioni stabilite in una lettera di assicurazione in data odierna indirizzata dalle Autorita' italiane al Segretario del Tesoro degli Stati Uniti d'America, essendo inteso che la procedura di sblocco sara' effettivamente messa in atto non piu' tardi di un mese dalla data del presente memorandum d'intesa;

(c) di adottare le misure necessarie per restituire al Governo italiano, nello stato in cui si trovano al momento della restituzione tutte le navi sotto registro e bandiera italiani al I settembre 1939 che furono successivamente acquisite dal Governo degli Stati Uniti d'America sia mediante compera, sia mediante confisca e che siano attualmente in possesso del Governo degli Stati Uniti d'America purché nel caso in cui le cause di confisca contro una qualsiasi delle navi venissero abbandonate, il Governo italiano convenga di esonerare e ritenere indenne il Governo degli Stati Uniti d'America, da qualsiasi responsabilita' in ordine all'accertamento, al regolamento e al soddisfacimento di qualsiasi "claim" contro tali navi;

(d) di adottare le misure necessarie, subordinatamente a ogni termine e condizione contenuta nelle disposizioni di legge relative, per trasferire al Governo italiano navi Liberty "surplus" del Governo degli Stati Uniti d'America, da usarsi dall'Italia per usi commerciali, per un tonnellaggio complessivo approssimativamente uguale al tonnellaggio complessivo delle navi sotto registro e bandiera italiani al I settembre 1939, e che furono successivamente sequestrate nei porti degli Stati Uniti d'America e poi perdute mentre erano impiegate nello sforzo bellico degli Stati Uniti d'America, purché la scelta di tali navi "surplus" venga effettuata da parte del Governo degli Stati Uniti d'America, dopo consultazione con il Governo italiano e purché inoltre tali navi vengano trasferite sulla base "dove si trovano e nello stato in cui si trovano".

2. Il rilascio o la restituzione dei beni e degli interessi disposti dal presente articolo non potranno impedire di far valere in giudizio i diritti o i "claims" circa, contro, o relativamente, tali beni e interessi o i loro ricavati, né il presente memorandum d'intesa o la sua esecuzione potranno in qualsiasi modo (in conformita' dell'articolo #76 del Trattato di Pace firmato a Parigi) dare origine a qualsiasi giudizio o "claim" contro gli Stati Uniti d'America o loro funzionari o organi.

3. (a) Le disposizioni di questo articolo non potranno in alcun modo imporre al Governo degli Stati Uniti d'America l'obbligo di restituire i canoni o altri compensi o diritti a ricevere canoni o altri compensi dovuti al Governo italiano o a cittadini italiani per uso anteriore al 31 dicembre 1945, di invenzioni, brevetti o diritti di brevetto posseduti negli Stati Uniti d'America dal Governo italiano o da cittadini italiani o soggetti a restituzione al Governo italiano o a cittadini italiani in base al presente memorandum d'intesa;

(b) Il Governo italiano riconosce che il Governo degli Stati Uniti di America ed i loro organi o cittadini, non hanno responsabilita' ai fini dell'accertamento, della sistemazione o del regolamento dei "claims" di cittadini italiani che cadono sotto le disposizioni del presente paragrafo e conviene, in conformita' al paragrafo 3 dell'articolo 79 del Trattato di Pace, d'indennizzare i cittadini italiani per i "claims" dovutamente fondati che cadono sotto le disposizioni del presente articolo.

(c) Salvo quanto disposto nel presente memorandum d'intesa o nell'Annesso I ad esso, i diritti di proprieta' industriale rilasciati o restituiti dal Governo degli Stati Uniti d'America in conformita' al

paragrafo 1 del presente articolo, saranno sottoposti soltanto a quelle restrizioni che siano altrimenti applicabili in via generale negli Stati Uniti d'America ai diritti di proprietà industriale appartenenti a Paesi esteri o a cittadini di tali Paesi.

ARTICOLO II

4. Il Governo Italiano si impegna a pagare e a depositare presso il Governo degli Stati Uniti d'America il o prima del 31 dicembre 1947, la somma di \$5.000.000 (cinque milioni di dollari) in valuta degli Stati Uniti d'America, dovendo questa somma essere utilizzata, nel modo che il Governo degli Stati Uniti d'America ritenga conveniente, per il regolamento dei "claims" dei cittadini degli Stati Uniti d'America sorti a causa della guerra con l'Italia e per i quali non sia stato altrimenti disposto.

ARTICOLO III

DEFINIZIONI

5. Ai fini di questo memorandum d'intesa, l'espressione "cittadini italiani" indica le persone aventi nazionalità italiana o le Società ed Associazioni costituite secondo le leggi italiane, al momento della entrata in vigore del presente memorandum d'intesa.

ARTICOLO IV

Clausole del Trattato di Pace

6. E' inteso che qualsiasi delle clausole del Trattato di Pace con l'Italia, firmato a Parigi il 10 febbraio 1947, alle quali questo memorandum d'intesa e l'annesso ad esso si riferiscono, sarà considerata come parte integrante di questo memorandum d'intesa e dell'annesso ad esso, per ciò che concerne i rapporti fra i Governi degli Stati Uniti d'America e d'Italia.

ARTICOLO V

Data effettiva.

7. Le disposizioni di questo memorandum d'intesa entreranno in vigore immediatamente all'atto della firma.

Il presente documento viene redatto in Washington in due testi, rispettivamente in lingua inglese ed in lingua italiana, aventi ambedue eguale valore alla data del 14 Agosto 1947.

PER IL GOVERNO DEGLI STATI UNITI D'AMERICA:

ROBERT A. LOVETT.

PER IL GOVERNO ITALIANO:

LOMBARDO

ANNESSE I

Il Governo degli Stati Uniti d'America intende procedere alla restituzione al Governo italiano ed ai sudditi o cittadini italiani e alle Società o Associazioni costituite secondo le leggi italiane, in esecuzione dell'articolo I paragrafo 1 (a) di questo memorandum d'intesa, mediante opportuni provvedimenti di legge atti a consentire la restituzione dei beni posti sotto sequestro ("vested"), in base alle disposizioni ed alle condizioni generalmente applicabili alla restituzione di detti beni alle altre persone ammesse alla restituzione in virtù della sezione 32 del "Trading with the Enemy Act", così come emendato.

E' inteso che mentre il Governo degli Stati Uniti d'America dovrà cercare di eliminare la nazionalità italiana come causa di esclusione dall'ammissione alla restituzione dei beni prevista dalla sezione 32 (a) del "Trading with the Enemy Act", così come emendato:

(a) Il Governo degli Stati Uniti d'America non intende assumere alcun obbligo di effettuare la restituzione alle seguenti persone o enti:

- 1) Partito Fascista Italiano ed organizzazioni strettamente affiliate allo stesso (diverse dal Governo italiano) o a persone che siano state membri di tale partito o organizzazione, in qualsiasi periodo successivo all'8 settembre 1943; o
- 2) Qualsiasi persona, ditta o organizzazione condannata per violazione di una delle disposizioni di cui alla sezione 34 (a) del "Trading with the Enemy Act", così come emendato; o
- 3) Qualsiasi persona, ditta o organizzazione condannata per crimini di guerra o per avere collaborato con un Paese nemico dopo l'8 settembre 1943; o
- 4) Qualsiasi persona, ditta o organizzazione accusata o ufficialmente imputata di crimini di guerra o di collaborazione con un Paese nemico dopo l'8 settembre 1943, fino a quando tale persona, ditta o organizzazione non sia stata ufficialmente assolta o discolpata da tale accusa o imputazione; o
- 5) Le Società o Associazioni costituite secondo le leggi di qualsiasi Paese diverso dall'Italia o da Trieste; o
- 6) Qualsiasi persona che sia stata in qualsiasi momento dopo il 7 dicembre 1941, cittadino o suddito di uno stato diverso dall'Italia con il quale gli Stati Uniti d'America siano stati in guerra in qualsiasi momento dopo il 7 dicembre 1941; o
- 7) Qualsiasi persona che abbia avuto volontariamente la propria residenza in qualsiasi periodo dopo il 7 dicembre 1941 nel territorio di qualsiasi Stato diverso dall'Italia con il quale gli Stati Uniti d'America siano stati in guerra in qualsiasi momento dopo il 7 dicembre 1941;

(b) La destinazione definitiva dei beni che cadono sotto i termini della precedente sezione (a), paragrafi (1)-(7), e' riservata alle decisioni che potranno essere prese in avvenire dal Governo degli

Stati Uniti d'America, dopo consultazione tra i Governi dell'Italia e degli Stati Uniti d'America;

(c) Il Governo degli Stati Uniti d'America non intende di procedere a restituzioni in qualsiasi caso in cui essi ritengano che la restituzione sarebbe contraria ai propri interessi per cio' che riguarda la sicurezza nazionale o la politica anti-trust o la politica fiscale; e

(d) Il Governo degli Stati Uniti d'America non intende assumere alcun obbligo di procedere a restituzioni di beni che siano stati usati in base ad un accordo tendente a mascherare o nascondere beni o interessi negli Stati Uniti d'America di persone non ammesse a ricevere la restituzione dei beni a norma della sezione 32a (2) del "Trading with the Enemy Act", cosi' come emendato.

E' inteso inoltre che i diritti di proprieta' letteraria, artistica o industriale, che debbono essere restituiti, resteranno soggetti a tutte le licenze e convenzioni sulle licenze che siano state concesse o registrate negli Stati Uniti d'America relativamente a questi diritti e che fossero in vigore immediatamente prima della restituzione; non sara' compresa in questa restituzione la facolta'degli Stati Uniti d'America di revocare tali licenze o convenzioni sulle licenze.

The Chief of the Italian Economic and Financial Delegation to the Acting Secretary of State

ITALIAN EMBASSY
WASHINGTON, D. C.

Italian Economic and Financial Delegation

AUGUST 14, 1947

SIR:

Reference is made to the "Memorandum of Understanding between the Government of the United States of America and the Government of Italy regarding certain assets in the United States of America and certain claims of United States nationals", signed this date.

Ante, p. 3988.

In connection with the return to Italy and Italian nationals of property vested in the Office of Alien Property of the Department of Justice of the United States of America, I take this opportunity to inform you that the Government of Italy has designated the Italian Ministry of Treasury as its agency to certify claims for the return of such property.

LOMBARDO

*Chief of the Italian Economic
and Financial Delegation*

The Honorable

ROBERT A. LOVETT,
Acting Secretary of State.

The Acting Secretary of State to the Chief of the Italian Economic and Financial Delegation

DEPARTMENT OF STATE

WASHINGTON

August 14, 1947

SIR:

I have the honor to acknowledge receipt of your note of this date in the following terms:

[Text same as in preceding note.]

I will immediately bring your note to the attention of the Office of Alien Property, Department of Justice, which will communicate directly with the Italian Ministry of Treasury concerning the implementation of the certification agreement.

ROBERT A. LOVETT
Acting Secretary of State

The Honorable

IVAN MATTEO LOMBARDO,
*Chief of the Italian Economic
and Financial Delegation.*

*The Chief of the Italian Economic and Financial Delegation to the
Acting Secretary of State*

ITALIAN EMBASSY
WASHINGTON, D. C.

Italian Economic and Financial Delegation

AUGUST 14, 1947

SIR:

In connection with the "Memorandum of Understanding between the Government of the United States of America and the Government of Italy regarding Italian assets in the United States of America and certain claims of United States nationals", signed this date, I wish to bring to your attention the question of the exclusion of Italy from the benefits of the Boykin Act, Public Law 690, 1946, 79th Congress.

Ante, p. 3988.

60 Stat. 940.
35 U. S. C. §§ 101-
114.
60 Stat. 944.
35 U. S. C. § 113.

Section XIV of this Act specifically excludes from its benefits the citizens of any country with which the United States of America has been at war. In this connection, I wish to refer to the terms of Annex XV of the Italian Treaty of Peace relating to Industrial, Literary and Artistic Property. My Government believes that it would be consistent with the spirit of Annex XV for the Government of the United States of America to amend the Boykin Act so as to authorize the granting of reciprocal rights by the United States of America to Italy and Italian nationals.

61 Stat., Pt. 2, p. 1472.

I am pleased to be in a position to advise you that at the present time Italy grants to the United States of America and its nationals the rights and privileges referred to in Annex XV. In this connection reference is made to Article I of the Italian Law of September 5, 1946, No. 123, which grants to United States nationals rights with respect to their patents in Italy which are denied to Italian nationals with respect to their patents in the United States of America.

In view of the above circumstances, I should appreciate it if you would advise me of the policy and intentions of the Government of the United States of America in this matter.

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

LOMBARDO

*Chief of the Italian Economic
and Financial Delegation*

The Honorable
ROBERT A. LOVETT,
Acting Secretary of State.

*The Acting Secretary of State to the Chief of the Italian Economic and
Financial Delegation*

DEPARTMENT OF STATE

WASHINGTON

August 14, 1947

SIR:

I have the honor to acknowledge receipt of your note of this date in the following terms:

[Text same as in preceding note.]

61 Stat., Pt. 1, p. 794.

I am pleased to be able to inform you that Public Law 380, a copy of which is attached hereto, which was recently enacted by the Congress, amends the Boykin Act by removing present restrictions against the enjoyment by Italy and Italian nationals of the rights granted by the Act, on a finding by the Commission on Patents that Italy grants such rights to the United States of America and its nationals.

It is noted that in your note you state that the Government of Italy grants substantially such rights to the United States of America and its nationals.

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

ROBERT A LOVETT
Acting Secretary of State

Enclosure:

Public Law 380

The Honorable

IVAN MATTEO LOMBARDO,
*Chief of the Italian Economic
and Financial Delegation.*

*The Chief of the Italian Economic and Financial Delegation to the
Acting Secretary of State*

ITALIAN EMBASSY
WASHINGTON, D. C.

Italian Economic and Financial Delegation

AUGUST 14, 1947

SIR:

I have the honor to refer to the "Memorandum of Understanding between the Government of the United States of America and the Government of Italy regarding Italian assets in the United States of America and certain claims of United States nationals", signed this date.

In consideration of the undertakings by the Government of the United States of America, provided therein, dealing with the question of vessels which were under Italian registry and flag on September 1, 1939, I am authorized, on behalf of my Government, to enter into the following undertakings:

Notwithstanding the fact that the return of the passenger vessels *Conte Grande* and *Conte Biancamano* supersedes the operating agreement relating to these vessels concluded between the Government of Italy and the United States Maritime Commission, dated May 2, 1947,¹ in implementation of an understanding set forth in an aide memoire of January 8, 1947¹ from the Department of State to the Embassy of Italy in Washington, relating to these vessels and also to the operation of the Italian passenger vessels *Saturnia* and *Vulcania*, the Government of Italy agrees that, for the period up to and including

¹ [Not printed.]

December 31, 1949, or for such time during that period that the vessels *Saturnia* and *Vulcania* are under Italian ownership and control, their operation will be continued subject to the rights and privileges of the Government of the United States of America as set forth in the aforesaid aide memoire of January 8, 1947, and under arrangements substantially similar to those currently applying to the *M. V. Saturnia*, subject to such modifications to these arrangements as may be agreed to in the light of existing conditions.

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

LOMBARDO
*Chief of the Italian Economic
and Financial Delegation*

The Honorable

ROBERT A. LOVETT,
Acting Secretary of State.

*The Acting Secretary of State to the Chief of the Italian Economic and
Financial Delegation*

DEPARTMENT OF STATE
WASHINGTON
August 14, 1947

SIR:

I have the honor to acknowledge receipt of your note of this date, in the following terms:

[Text same as in preceding note.]

On behalf of my Government, I am pleased to accept the undertakings of the Government of Italy, as set forth in your note, with reference to the operation of the Italian passenger vessels *Saturnia* and *Vulcania*. At such time as your Government may wish to discuss modifications to the existing arrangements, appropriate officials of this Government will be prepared to enter into the necessary discussions.

Operation of *Saturnia* and *Vulcania*.

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

ROBERT A. LOVETT
Acting Secretary of State

The Honorable

IVAN MATTEO LOMBARDO,
*Chief of the Italian Economic
and Financial Delegation.*

*The Acting Secretary of State to the Chief of the Italian Economic and
Financial Delegation*

DEPARTMENT OF STATE
WASHINGTON
August 14, 1947

SIR:

I have the honor to refer to the "Memorandum of Understanding between the Government of the United States of America and the

Government of Italy regarding Italian assets in the United States of America and certain claims of United States nationals", signed this date.

Ante, p. 3988.

Questions have been raised by you concerning:

Ante, p. 3991.

Ante, p. 3992.

- (1) the scope of paragraph (a) (ii) of Annex I to the memorandum referred to above;
- (2) the meaning of the final (unnumbered) paragraph of Annex I; and
- (3) whether, with respect to the revocable, royalty-free, non-exclusive licenses granted by the United States of America, the Government of the United States of America will object if, after the return of such properties, the owners may negotiate with the licensees with a view to altering the terms of the licenses granted to them by the Government of the United States of America.

I am in receipt of the following letter from Mr. David L. Bazelon, Assistant Attorney General, Director of Alien Property, dated August 12, 1947:

"My advisors have informed me that during the July 2, 1947 conference on the documents implementing and/or supplementing the Treaty of Peace with Italy, members of the Italian delegation raised several questions regarding the meaning and scope of certain sections of Annex I of the Memorandum of Understanding between the Government of the United States of America and the Government of Italy regarding Italian assets in the United States and certain claims of United States nationals. Since the questions raised relate to vested property, representatives of the Department of State have asked for my comments and observations.

Ante, p. 3991.

"The members of the Italian delegation have inquired as to the scope of paragraph (a) (2) of Annex I mentioned above. The paragraph under reference provides that the United States does not intend to assume any obligation to make returns to any person, firm, or organization convicted of violation of any of the statutes set forth in Section 34 (a) of the Trading with the Enemy Act, as amended. The statutes (Title II and III of the Act of June 15, 1917, 40 Stat. 217, 220, 221, as amended) prohibiting commission of injury to vessels on the high seas or within the jurisdiction of the United States are not among the statutes enumerated in Section 34 (a) of the Trading with the Enemy Act, as amended. Hence, acts of sabotage committed on Italian vessels which were subsequently vested by the United States Alien Property Custodian will not in themselves be grounds for refusal to return the interest acquired in such vessels by vesting action.

60 Stat. 925.
50 U. S. C. app.
§§ 34, 620.

50 U. S. C. §§ 191-
194; 18 U. S. C. § 502.

Ante, p. 3992.

Ante, p. 3988.

"The members of the Italian delegation have also raised questions with respect to the meaning of the final (unnumbered) paragraph of Annex I. The paragraph under reference provides that the United States intends to return, pursuant to the provisions of Article I, paragraph 1 (a) of the Memorandum of Understanding mentioned above, literary, artistic or industrial property vested

by the United States Alien Property Custodian from the Italian Government or from Italian nationals. Literary, artistic or industrial property so returned will remain subject to all licenses and agreements for licenses granted or entered into by the United States and which are in effect prior to the return of such properties.

“It is the intention to return the proceeds from licenses and agreements for licenses granted or entered into by the United States with respect to literary and artistic property. Such proceeds will be subject to return pursuant to Article I, paragraph 1 (a), of the Memorandum of Understanding. With respect to industrial property where the United States has granted revocable, royalty-free, non-exclusive licenses it is the intention of the United States not to issue additional similar licenses or to reissue any such licenses which have been cancelled or revoked.

Proceeds from licenses.

Ante, p. 3988.

“With respect to the revocable, royalty-free, non-exclusive licenses granted by the United States, members of the Italian delegation have inquired whether the United States Government will object if, after the return of such properties, the owners negotiate with the licensees with a view to altering the terms of the licenses granted to them by the United States. It is not the intention of the United States to interpose any objection to such negotiations, provided that such negotiations and any changes in the terms of the licenses are in conformity with all laws of the United States, including the anti-trust laws. Also, it must be clearly understood that the United States assumes no obligations with respect to these negotiations and the licensees are in no way obligated to negotiate any changes in the terms of the licenses granted to them by the United States.”

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

ROBERT A LOVETT
Acting Secretary of State

The Honorable

IVAN MATTEO LOMBARDO,
*Chief of the Italian Economic
and Financial Delegation.*

*The Chief of the Italian Economic and Financial Delegation to the
Acting Secretary of State*

ITALIAN EMBASSY
WASHINGTON, D. C.
Italian Economic and Financial Delegation

AUGUST 14, 1947

SIR:

I have the honor to acknowledge receipt of your note of this date, in the following terms:

[Text same as in preceding note.]

I appreciate very much the information set forth in your note.

LOMBARDO
*Chief of the Italian Economic
and Financial Delegation*

The Honorable
ROBERT A. LOVETT,
Acting Secretary of State.

*The Chief of the Italian Economic and Financial Delegation to the Acting
Secretary of State*

ITALIAN EMBASSY
WASHINGTON, D. C.
Italian Economic and Financial Delegation

AUGUST 14, 1947

SIR:

I wish to express my satisfaction at the successful conclusion of discussions with the Government of the United States of America concerning commercial policy and related matters of mutual interest in furthering the economic relations between the Governments of the United States of America and Italy.

I am authorized to inform you that my Government agrees to the following understandings which have resulted from these discussions:

1. The two Governments affirm their continued support of the principles set forth in the notes exchanged between them December 6, 1945, and reiterate their desire to achieve the elimination of all forms of discriminatory treatment in international commerce and the reduction of tariffs and other trade barriers.

2. The two Governments having already entered into preliminary discussions concerning a comprehensive treaty of friendship, commerce and navigation which will regulate to their mutual satisfaction economic relations between the two countries, express their intention to enter into negotiations looking toward the conclusion of such a treaty this year. Meanwhile, the two Governments will continue to accord to articles the growth, produce or manufacture of the other, unconditional most-favored-nation treatment with respect to customs duties, the rules and formalities of customs, and the taxation, sale, distribution, and use within its territory of such articles.

I am also authorized, on behalf of my Government, to advise you that the Government of Italy has been following with deep interest the steps being taken to form an international trade organization of the United Nations and is in full agreement on the fundamental principles of the proposed charter for such an organization.

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

LOMBARDO
*Chief of the Italian Economic
and Financial Delegation*

The Honorable
ROBERT A. LOVETT,
Acting Secretary of State.

*The Acting Secretary of State to the Chief of the Italian Economic and
Financial Delegation*

DEPARTMENT OF STATE
WASHINGTON
August 14, 1947

Sir:

I have the honor to acknowledge receipt of your note of this date in the following terms:

[Text same as in preceding note.]

On behalf of my Government, I wish to confirm to you the agreements set forth in your note. I also wish to express my Government's appreciation for the views you have stated, on behalf of your Government, with respect to the International Trade Organization.

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

ROBERT A LOVETT
Acting Secretary of State

The Honorable
IVAN MATTEO LOMBARDO,
*Chief of the Italian Economic
and Financial Delegation.*

April 26, May 15,
1946
[T. I. A. S. 1760]

Agreement between the United States of America and Chile respecting a military aviation mission to Chile, renewing and modifying an agreement of April 23, 1940, as renewed and modified. Effected by exchange of notes signed at Washington April 26 and May 15, 1946; entered into force May 15, 1946.

The Chilean Ambassador to the Acting Secretary of State

EMBAJADA DE CHILE
WASHINGTON

N° 802/129

26 April 1946

EXCELLENCY:

57 Stat. 927.

I have the honor to refer to my note of April 14, 1943 and Your Excellency's reply thereto of June 14, 1943 (825.248)^[1] concerning the renewal of the Agreement entered into on April 23, 1940 between the Government of the United States and the Republic of Chile, providing for a United States Military Aviation Mission to Chile.

54 Stat. 2282.

I beg leave to request of Your Excellency that this Agreement be renewed again for a period of three years, effective from April 23, 1946, on the same conditions and terms, including the modifications in my note of November 27, 1942 and the stipulations contained in Your Excellency's note of December 23, 1942; with the additional modification that the Mission be composed of four members instead of three as provided in Title II, Article 6 of the Agreement.

57 Stat. 926.

54 Stat. 2283.

In view of the excellent service rendered, my Government would find it most agreeable if four of the present members of the Mission might be reassigned under the renewed Agreement. They are the following:

Chief of the Mission: Lieutenant Colonel Wilson T. Jones, who by virtue of long residence in Chile is thoroughly acquainted with the problems of the Chilean Air Force.

Second Member: Captain Royce W. Priest, who presently is Pilot and Engineer of the Mission's planes, specializing in maintenance and supplies and who enjoys the benefits of an extensive training as well as valuable war experience.

Third Member: Captain James H. Richards, specializing in Armaments, who has very successfully carried out his work in this field.

Fourth Member: Chief Warrant Officer Robert N. Rader, specializing in radio communications, who is performing efficient work of instruction and technical advice.

¹ [Not printed.]

I should appreciate it most highly if Your Excellency would be good enough to inform me, as soon as convenient, if it would be agreeable to the Government of the United States to renew the referred to Agreement as above indicated.

54 Stat. 2282.

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

MARCIAL MORA M

His Excellency DEAN ACHESON
The Acting Secretary of State
Washington 25, D. C.

The Acting Secretary of State to the Chilean Ambassador

DEPARTMENT OF STATE
WASHINGTON
May 15, 1946

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note no. 802/129 of April 26, 1946 in which you request the renewal of the Agreement entered into April 23, 1940, between the Government of the United States of America and the Republic of Chile and renewed by an exchange of notes dated November 27 and December 23, 1942 and April 14, 1943 respectively.

54 Stat. 2282.

57 Stat. 925.

I note that Your Excellency's Government desires to renew the Agreement for a period of three years, the renewal to be effective as of April 23, 1946.

Effective date.

Therefore, it is the understanding of this Government that the Agreement is renewed for a period of three years, effective from April 23, 1946, on the same terms and conditions as the Agreement under reference, including the modifications proposed in the Embassy's note of November 27, 1942 and the stipulation contained in the Department's note of December 23, 1942, also the additional modifications contained in Your Excellency's note under reference that the Mission be composed of four members, notwithstanding the provision of Title II, Article 6 of the basic Agreement.

54 Stat. 2282.

57 Stat. 925, 926.

54 Stat. 2283.

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

For the Acting Secretary of State:
SPRUILLE BRADEN

His Excellency
Senor Don MARCIAL MORA,
Ambassador of Chile.

May 8, July 31, 1946
[T. I. A. S. 1766]

Agreement between the United States of America and the United Kingdom of Great Britain and Northern Ireland respecting the transfer and maintenance of radio range and SCS 51 equipment. Effected by exchange of notes signed at London May 8 and July 31, 1946; entered into force July 31, 1946.

The American Ambassador to the British Minister of Civil Aviation

1, GROSVENOR SQUARE,
LONDON, W. 1.,
May 8, 1946

DEAR LORD WINSTER:

Pursuant to recent discussions, it is my understanding that representatives of the Ministry of Civil Aviation and representatives of the United States have reached agreement with regard to the transfer to the United Kingdom Government of certain air navigational and operational facilities and continued operation and maintenance of these facilities by the United Kingdom Government. The United States trans-Atlantic airlines will be materially assisted by the continued operation of these facilities. The air navigational and operational aids involved are among those which were installed or provided for use in the United Kingdom by the United States Armed Forces during the war, and have become or are about to become surplus to the needs of the United States Armed Forces. The understanding which has been reached and which I desire to confirm by this letter is as follows:

1. The transfer would apply to the following installations:

- (a) The radio ranges and all facilities now owned by the United States which are necessary to their operation located at Prestwick, Valley, St. Mawgan, Northolt, and Stornaway, and a range and necessary facilities to be moved by the United States to Heathrow. It is the intention of the United States, prior to transfer, to convert the radio range operated at Stornaway to a beacon, and to move the radio range now located at Bovingdon, or such other range as the United States may determine, to Heathrow.
- (b) Four complete SCS 51 installations now owned by the United States and located at Prestwick, Valley, St. Mawgan, and one additional such installation which it is the intention of the United States to move to Heathrow.

2. The United States will declare the above described installations surplus to the needs of the United States Armed Forces and will transfer them to the possession of the United Kingdom Government on or before May 31, 1946, or as soon thereafter as they may be placed

by the United States in operable condition. Transfer of the installations will take place under the terms of the "Agreement Relating to United States Army and Navy Surplus Installations in the United Kingdom", accepted by the governments of the United States and of the United Kingdom in Washington on March 26,^[1] 1946, and pursuant to the procedures agreed to by the respective governments for the execution of that Agreement.

60 Stat. 1561.

Maintenance supplies and manuals.

3. The United States will supply, at time of transfer of possession of installations or at such other times as may be convenient, maintenance parts and expendable supplies scheduled on United States Army provisioning scales sufficient for operation of the above described installations for a period of one year from May 31, 1946, together with standard operation and maintenance manuals or instructions for such installations. Such maintenance parts, supplies and manuals will be transferred under the terms of the agreement relating to United States Army and Navy surplus property referred to in paragraph 2 above, and in accordance with procedures established thereunder.

The United States will, prior to May 31, 1946, within limits of personnel available to the United States Armed Forces, render such assistance, instructions and advice as the Ministry of Civil Aviation may require for familiarization of its personnel in the operation and maintenance of the installations.

4. The United Kingdom Government, through the Ministry of Civil Aviation, will make every effort to take over operation and maintenance of the above described ranges at Northolt and Prestwick as of May 31, 1946, and of the other above described installations as soon as is possible, provided that the United Kingdom Government shall not be under any obligation to operate and maintain any of the said installations unless the United States Government shall have placed them in a serviceable condition, and provided further that the United Kingdom Government shall not be under any obligation to operate simultaneously the range at Northolt and the range to be moved to Heathrow.

Operation and maintenance by U. K. Government.

5. The United Kingdom Government will continue operation of the above described installations, at present standards of operation and without interruption and, in the case of the radio ranges, at no less than 150 watts power until such time as the aeronautical authorities of the United Kingdom Government after consultation with the United States and other governments concerned determine that the installations may be modified or discontinued. The United Kingdom Government will make periodic flight checks of operation of the installations in accordance with standard practice.

Post, p. 4010.

Periodic flight checks of operation, etc.

The United Kingdom Government, in consultation with the United States and other countries involved, will give consideration to the operation of a range at Heathrow in lieu of a range at Northolt if experience shows this to be desirable. It is understood that only one range in the London area will be operated.

Post, p. 4011.

¹ [The correct date is "Mar. 27".]

6. This understanding is entered into without prejudice to transfer, operation, maintenance or installation of any additional aids to civilian aviation which the United States may deem to be desirable in the United Kingdom.

If you will indicate your acceptance of this understanding, I think that we may consider it to be effective as of the date of your acceptance.

Sincerely,

W. A. HARRIMAN

The Rt. Honorable LORD WINSTER, J. P.,
Minister of Civil Aviation,
Ariel House, The Strand.

The British Minister of Civil Aviation to the American Ambassador

MINISTRY OF CIVIL AVIATION,
 ARIEL HOUSE,
 STRAND,
 LONDON, W.C.2.

31st July, 1946.

MY DEAR AMBASSADOR,

I am sorry that my reply has been so long delayed to your letter of 8th May, in regard to the transfer to the United Kingdom Government of certain air navigational and operational facilities which were installed in the United Kingdom by the United States Armed Forces during the war. The subject of the provision or maintenance of such types of navigational aids has recently been under discussion in P.I.C.A.O., particularly at the Regional Conferences which have been held at Dublin and Paris, and I have been anxious that our arrangements should conform to the general agreements that have been reached.

2. For convenience of reference I am attaching copies of the relevant recommendations from the P.I.C.A.O. documents.

3. In general, the position is that the United Kingdom, in common with other countries, have undertaken to retain or install the "P.I.C.A.O. Standard Instrument Landing System" at international airports; and so far as existing radio ranges are concerned, to retain on low power the ranges used for approach purposes at such airports until the latter are equipped with the P.I.C.A.O. Instrument Landing System and the aircraft concerned are equipped to use it. Accordingly I suggest that the first paragraph in Section 5 of your letter should be re-worded on the following lines:—

"The U.K. Government will continue operation of the above described installations in accordance with the requirements of international civil aviation until such time as the aerodromes concerned can be equipped with alternative P.I.C.A.O. Instrument Landing Systems as agreed at the P.I.C.A.O. North Atlantic and European and Mediterranean Regional Conferences in Dublin and Paris. The

U.K. Government will make periodic flight checks of operation of the installations in accordance with standard practice.”

4. As regards the second paragraph in Section 5, the question of the operation of a range at the London Airport is now under examination in connection with the determination of the system of air traffic control to be operated in the region. If a range at that Airport is found to be desirable, it will be operated in lieu of the range at Northolt. In that event the range at Northolt could be moved and I would suggest that, pending a decision on this matter, the range at Bovingdon should be left in situ. I am asking my technical officers to keep in touch with your Civil Air Attache on this matter.

Ante, p. 4009.

5. The references in para. 1 (a) and (b) of your letter to the transfer of equipment “to Heathrow” should, of course, be qualified accordingly.

Ante, p. 4008.

6. Subject to the above, I am very glad to confirm the understanding as set out in your letter.

Yours sincerely,

WINSTER.

The Honourable W. A. HARRIMAN,
Embassy of the United States of America,
Grosvenor Square,
London, S.W.1.

DOC.D.363
ATC/D. 60
24/3/46.

Extract of North Atlantic Route Service Conference, Dublin, 1946.

5.2.8. Requirements at Aerodromes designated as terminals or alternates for the North Atlantic:

The Committee has recommended the following:—

- 5.2.8.1. That Approach and Aerodrome Controls be maintained or provided at such aerodromes.
- 5.2.8.2. That an instrument landing system as suggested by the Com Committee be a requirement at such aerodromes. This system consists of a runway localizer and glide path transmitter, together with either 2 or 3 fan markers, or one fan marker and either one or two M/F non-directional radio beacons. The Atc Committee consider, however, that the provision and location of the fan markers or non-directional beacons for air traffic control purposes should be the subject of continuing study with the object of obtaining a standard system.
- 5.2.8.3. That existing M/F radio ranges now available or which may be made available for Approach Control at these Aerodromes should be retained in use until some such system as that

described in the preceding paragraph is available, subject to reduction in power and adjustment of frequency where necessary in the European region.

DOC.9.232
GEN. P. 38
(corrected)
24/5/46.

Extract from Report of the P.I.C.A.O. European-Mediterranean Air Navigation Meeting held in Paris between 24th April and 15th May.

3. Radio aids to approach and landing and standardisation of methods of approach and landing.

The Conference endorses the recommendations made at the DUBLIN Conference concerning the adoption as the future international standard of a system equivalent to Scs 51, comprising VHF runway localizer, UHF Glide Path and boundary marker and other marker beacons, with the addition as an optional installation, of one or more low powered L. F./M.F. marker beacons.

In addition the Conference recommends that:

- (a) The PICA0 standards I.L.S. should be installed as rapidly as possible at all international airports and that the military version of the standard I.L.S. should be retained where it already exists.
- (b) S.B.A. (Lorenz) equipment should be installed or retained at airports used by aircraft not fitted with the airborne equipment of the PICA0 Standard system.
- (c) Ground D/F or radio range equipment used for approach and landing purposes, should be installed or retained at airports used by aircraft not fitted with airborne equipment of either SBA or the PICA0 standard system.
- (d) V.H.F.D.F. equipment should be installed as soon as possible on the approach lines of international airports.

Agreement between the United States of America and Ecuador respecting a civil aviation mission to Ecuador. Effected by exchange of notes signed at Quito October 24 and 27, 1947; entered into force October 27, 1947.

October 24, 27, 1947
[T. I. A. S. 1774]

The American Ambassador to the Ecuadoran Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Quito, October 24, 1947

No. 372

EXCELLENCY:

I have the honor to refer to my conversation with Your Excellency yesterday, at which time I presented to you certain members of the Mission sent from the United States as part of the program of the Interdepartmental Committee of Scientific and Cultural Cooperation, which is at present in Quito, primarily for the purpose of arranging for the exchange of civil aviation technicians between our respective countries. Your Excellency was so kind as to authorize me and the Mission above referred to, to enter into preliminary conversations directly with the Minister of National Defense in order to arrive at a prompt understanding as to what is needed by Ecuador for the development of civil aviation in this country and the extent to which Ecuador would be able to participate in financing such a program.

Your Excellency will remember that the Ecuadoran Ambassador in Washington transmitted a note dated April 8, 1947 [1] to the Department of State, indicating that Ecuador desires the services of one or more civil aviation technical experts. It was desired that these technicians should come to Ecuador for certain specific purposes to be defined by the Ecuadoran Direction of Civil Aviation.

I informed the Minister of National Defense this morning that the United States is now prepared to send such technical experts to Ecuador as may be requested by this country, and that the terms and conditions under which this service may be provided have been set out in a memorandum containing fourteen points, which is attached to this note. The Minister has been informed of these general principles and has indicated that they are acceptable. He also has indicated that it will be possible for Ecuador to participate to the extent of partially reimbursing the United States at the rate of \$2,000 per year per expert, for its expenses in connection with this Mission, funds which will be provided and paid in accordance with the principles already mentioned. (See point no. 7 in the attached memorandum).

Your Excellency is informed further that for budgetary reasons it is necessary to have a general commitment of the Republic of Ecuador to this program, in order to obligate funds which are now available

¹ [Not printed.]

in the United States for the purpose of sending the individuals desired by the Republic of Ecuador. Unless the obligation of these funds is made at an early date, they may revert to the Treasury and become unavailable for this purpose. In view of the situation just described, it would be greatly appreciated if Your Excellency should provide me with a note accepting the general terms set out, it being understood that the details as to the number of technicians desired, their qualifications, the time of their arrival, etc., are to be decided upon later. It is hoped that Your Excellency may find it possible to let me have the reply of your Government by Monday, so that a copy of the note may be taken directly to Washington by the Mission, which is departing from Quito on Tuesday, October 28.

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

JOHN F. SIMMONS

His Excellency

Doctor JOSÉ VICENTE TRUJILLO,

Minister for Foreign Affairs,

Quito.

Enclosure No. 1 of 3 pages:

Statement of Conditions

STATEMENT OF CONDITIONS TECHNICAL ASSISTANCE MISSION TO ECUADOR

Subject to the availability of suitable technicians and appropriated funds for the purpose and in accordance with the following conditions, the Government of the United States of America agrees to make available to the Government of Ecuador the services of technicians in the field of civil aviation as requested by the Government of Ecuador:

1. The assignment of each technician shall be of indefinite duration, subject to joint periodic review.

2. The Government of the United States of America agrees to give the fullest consideration to any requests of the Government of Ecuador for an increase or decrease in the number of technicians originally furnished, or for the assignment of technicians in different fields of civil aviation.

3. The Government of the United States of America shall designate a Chief of Mission authorized to deal with the Government of Ecuador. Mission members shall be responsible to the Chief of Mission. All members shall serve as advisers to the Government of Ecuador in their respective fields but may volunteer opinions on related civil aviation matters when deemed advisable.

4. Mission members, during the period the Mission is in operation and thereafter, undertake not to divulge or reveal in any form to any

Chief of Mission.

Secrecy require-
ment.

third Government or person confidential or secret matters of which they may become cognizant in the exercise of their duties.

5. Compensation of Mission members shall not be subject to any tax now or hereafter in effect of the Government of Ecuador or 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 paid by the Government of Ecuador, in order to comply with the provisions of this paragraph.

6. The Government of the United States of America shall pay the salary, allowances, travel expenses to and from Ecuador, and any additional compensation of the technicians, subject to partial reimbursement by the Government of Ecuador.

7. The Government of Ecuador shall reimburse the Government of the United States of America toward the expenses incurred in connection with the assignment of each technician at the completion of each six-month period of each assignment. However, for accounting and procedural reasons, it will not be necessary for the Government of Ecuador to make any payments to the Government of the United States of America until such time as the Government of Ecuador shall have received a statement of its obligations in this connection.

8. The Government of Ecuador shall provide for entry free of customs duties for supplies, materials and effects for the professional and personal use of the technicians.

9. The Government of Ecuador shall provide the technicians with means of transportation within Ecuador, outside of the headquarters location, incurred in the conduct of their duties and pay the cost thereof, as well as the cost of acquisition of material, equipment and facilities necessary to the conduct of the Mission.

10. The Government of Ecuador shall provide technicians with suitably-equipped offices and adequate bilingual stenographic personnel and other employees, and bear the cost thereof.

11. The Government of Ecuador shall grant to authorized members of the Mission, approval to make flights in Ecuador in aircraft of United States or Ecuadoran registry as deemed necessary in the performance of the Mission.

12. The Government of Ecuador shall permit the transportation of the body of any technician detailed under these conditions who may die in Ecuador, to a place of burial in the United States of America selected by the surviving members of the family or their legal representatives.

13. The Government of Ecuador shall assume civil liability on account of damages to or loss of property or on account of personal injury or death caused by any member of the Mission while acting within the scope of his duties.

14. The above conditions may be modified in whole or in part by an exchange of notes between the Government of the United States of America and the Government of Ecuador.

The Ecuadoran Minister of Foreign Affairs to the American Ambassador

REPÚBLICA DEL ECUADOR
 MINISTERIO DE RELACIONES EXTERIORES

URGENTE

DEPARTAMENTO DIPLOMATICO

N.º 241-DDF

QUITO, a 27 Oct. 1947

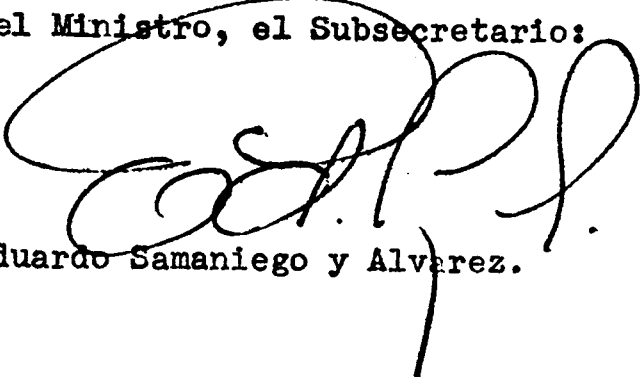
SEÑOR EMBAJADOR:

Tengo a honra contestar la atenta nota de Vuestra Excelencia número 372, de 24 de octubre en curso, en la que se sirve informarme acerca de las conversaciones con el señor Ministro de Defensa Nacional, sostenidas por Vuestra Excelencia y los Miembros de la Misión enviada por los Estados Unidos como parte del programa del Comité Interdepartamental de Cooperación Científica y Cultural, con el propósito primordial de entrar en arreglos para el intercambio de técnicos en aviación civil entre nuestros respectivos países, para el desarrollo de la aviación civil en el Ecuador y la extensión con que mi Gobierno estaría dispuesto a participar en la financiación de tal programa. Con referencia a tales conversaciones y a los deseos expresados al Departamento de Estado por la Embajada ecuatoriana en Washington, el 8 de abril último, sobre el envío de uno o más expertos técnicos en aviación civil al país, Vuestra Excelencia tiene a bien remitirme un Memorándum que contiene 14 puntos, los cuales ha encontrado aceptables el Ministerio de Defensa Nacional, con el objeto de que el Gobierno del Ecuador exprese su opinión sobre los mismos, a la brevedad posible. Vuestra Excelencia tiene a bien destacar, además, la especial urgencia con que es preciso llegar a un acuerdo general para este programa, pues de lo contrario sería posible que se llegara a no poder contar con los fondos actualmente disponibles en los Estados Unidos para el efecto.

2. En respuesta, me es grato manifestar a Vuestra Excelencia, luego de las correspondientes consultas con las competentes autoridades, que mi Gobierno acepta los términos generales puntualizados en el Memorándum anexo a la atenta comunicación de 24 del mes en curso que tengo a honra contestar y aprueba y confirma los términos en que quedan registradas en aquélla las conversaciones sostenidas por Vuestra Excelencia y los Miembros de la Misión, con el señor Ministro de Defensa Nacional, y entiende, en consecuencia, que dicho Memorándum, en virtud de la presente respuesta, constituye la base común aceptada y convenida con el Gobierno de los Estados Unidos de América sobre la cual se habrán de determinar luego, de mutuo acuerdo, los detalles relativos al número de técnicos, sus especialidades, el tiempo de la llegada de aquéllos al país y más particulares que se estimare necesarios, conforme Vuestra Excelencia indica en la misma comunicación.

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

Por el Ministro, el Subsecretario:



Eduardo Samaniego y Alvarez.

Al Excelentísimo Señor Don

JOHN F. SIMMONS,

*Embajador Extraordinario y Plenipotenciario de los
Estados Unidos de América.*

Translation

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN AFFAIRS

URGENT

DIPLOMATIC DEPARTMENT

No. 241-DDP

QUITO, October 27, 1947

MR. AMBASSADOR:

I have the honor to reply to Your Excellency's courteous note No. 372 of October 24 instant, in which you are good enough to inform me concerning the conversations with the Minister of National Defense, in which Your Excellency and the Members of the Mission sent by the United States as part of the program of the Interdepartmental Committee on Scientific and Cultural Cooperation took part, for the prime purpose of entering into arrangements for the interchange of civil aviation technicians between our respective countries for the development of civil aviation in Ecuador, and the extent to which my Government would be disposed to participate in financing such a program. With reference to these conversations and the desires expressed to the Department of State by the Ecuadoran Embassy in Washington on April 8 last, regarding the sending of one or more expert technicians in civil aviation to this country, Your Excellency sends me a Memorandum containing 14 points, which the Ministry of National Defense has found to be acceptable, and on which the Government of Ecuador is asked to express its opinion as soon as possible. Furthermore, Your Excellency points out the special urgency with which it is necessary to reach a general agreement on

Ante, p. 4013.

this program, since otherwise it might not be possible to count on the funds at present available in the United States for this purpose.

2. In reply I am pleased to inform Your Excellency, after consultation with the competent authorities, that my Government accepts the general terms contained in the Memorandum enclosed with the communication of the 24th of this month, to which I have the honor to reply; and my Government approves and confirms the terms of the note with reference to the conversations between Your Excellency and the Members of the Mission and the Minister of National Defense. My Government understands, consequently, that by virtue of this reply, the aforesaid Memorandum constitutes the common basis, accepted and agreed upon with the Government of the United States of America, according to which there will be determined later, by mutual agreement, the details relative to the number of technicians, their specialties, the time of their arrival in the country, and other particulars which may be considered necessary, as indicated by Your Excellency in the same communication.

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

For the Minister, the Under Secretary:

E. S. y A.

EDUARDO SAMANIEGO Y ALVAREZ.

His Excellency

JOHN F. SIMMONS,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America.*