

# 琉球大学学術リポジトリ

## 日米関係（沖縄返還） 21

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送日	昭和44年9月2日			
処理日				
発信				

文書課長 桑野 公 信 案 (分類)

公 信 番 号 米北1第 1175号 公 信 日 付 昭和 44年 9月 2日

大 臣 政 務 次 官 事 務 次 官 外 務 審 議 官 外 務 審 議 官 官 房 長

主 管 アメリカ局長 参 事 官 北米才一課長

起 案 者 千尋 電話番号 445

起 案 日 昭和 44年 9 月 1 日

協 議 先 桑野

受 信 者 在米下田大使 発 信 者 愛知大臣

写 送 付 先 (希 望 送 付 日) 9 月 1 日

件 名 冲绳返還交渉 (Voice of America 関係資料送付)

GA-2 1 348 外務省 回覧番号

米北1第 1175号

昭和44年9月 1日

在米大使殿

外務大臣

冲绳返還交渉  
(Voice of America 関係資料送付)

8月25日付往信米北1第1146号(同)に、  
9月1日スチゲン公使より入手したVoice  
of America 関係資料を別添送付す。

なお、先方より右は Classified ではないとの  
Confidential として扱ってほしいとの  
要望があったので、秘の指定をしないこと  
念のため。 [Redacted] 付属添付

GA-4 外務省

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AGREEMENT BETWEEN THE  
UNITED STATES AND THE FEDERAL REPUBLIC  
REGARDING OPERATION OF CERTAIN RADIO INSTALLATIONS  
FROM WITHIN THE FEDERAL REPUBLIC

PREAMBLE

In order to permit the operation of the radio broadcasting stations of the United States of America in the Federal Republic of Germany (ARBIE--American Radio Bases in Europe--and RIAS-Hof) the following agreement is concluded between the Governments of the United States of America and the Federal Republic of Germany:

Article I

The Government of the Federal Republic agrees herewith that the Government of the United States may receive, prepare and transmit radio programs of all kinds (exclusive of television) in the territory of the Federal Republic in accordance with the attached Annex on operating conditions.

These programs will serve the common interests of the United States of America and the Federal Republic as defined in the Convention on Relations between the Three Powers and the Federal Republic of Germany.

Article II

In the operation of the radio installations the Government of the United States will take into account the rules of the International Telecommunications Convention and the Radio Regulations binding the Federal Republic in this field. The Government of the Federal Republic will refer to the Government of the United States any complaints arising out of the operation of ARBIE and RIAS-Hof including those from governments with which it has no direct relations.

Whenever the Government of the Federal Republic, in future, intends to conclude any international agreements or arrangements which may have an influence on this agreement, it will consult with the Government of the United States.

Article III

The Government of the Federal Republic agrees that the Government of the United States may acquire by purchase or lease properties necessary for the operation of the installations described in the Annex. The Government of the United States will take steps immediately to acquire ownership of, or rights by lease to, all property and equipment necessary for the operation of ARBIE and RIAS-Hof and not already owned or leased by the Government of the United States. The Government of the Federal Republic agrees to use its good offices in aiding the Government of the United States in the acquisition of these properties, in accordance with the applicable legal requirements. The Government of the United States shall have the right to dismantle, to remove, or to sell, at its discretion any facilities which it has installed or may install.

Article IV

Equipment and supplies necessary for the erection, operation and maintenance of these facilities may be imported into the territory of the Federal Republic free of duties and other levies without being subject to prohibitions or restrictions. The sale and other disposition of the imported equipment and supplies within the territory of the Federal Republic will require the consent of the appropriate German authorities.

Acquisition, operation and maintenance of the properties comprising ARBIE and RIAS-Hof are exempted from all taxes and similar levies which accrue exclusively to the Federal Republic. The Federal Republic undertakes to obtain exemption in respect of taxes and similar levies which accrue in whole or in part to the Laender or Gemeinden (Gemeindeverbaenden).

ARBIE and RIAS-Hof shall not be subject to any legislation concerning radio broadcasting which may in any way be discriminatory to their operation or be detrimental to the objectives of this agreement.

Article V

The Governments of the United States and the Federal Republic agree to take all steps necessary which are designed to assure the unhindered operation of their respective radio installations.

Article VI

Disputes relative to this agreement or the attached Annex will be settled by direct negotiations between the two governments and, if the governments do not agree within a period of three months, then by arbitration. Arbitration will be by a tribunal of three members. Each government will appoint one member, and the two will select the third. In the event of failure of either government to designate an arbitrator, or if the two arbitrators designated are unable to agree on the third arbitrator, the task of completing the composition of the tribunal shall be referred on the application of either government to the President of the International Court of Justice.

The arbitration tribunal shall meet in the Federal Republic. Expenses shall be met equally by both governments.

Both governments will agree on the procedure of the arbitration tribunal either in particular cases or generally. Failing such agreement the procedure will be determined by the arbitration tribunal itself. The procedure may be in writing unless one of the governments objects.

As regards the summoning and examination of witnesses and experts the authorities of each government will grant legal assistance if the arbitration tribunal so requests the government concerned.

Article VII

This agreement shall come into force at the same time as the Convention on Relations between the Three Powers and the Federal Republic of Germany.

It can be terminated by either government on one year's advance notice but such notice may be given only after the agreement has been in force for five years.

IN FAITH WITNESSED  
thereto by their respective representatives.

Done at Bonn this eleventh day of June 1952 in two texts, in the English and German languages, both being equally authentic.

For the Government of the  
UNITED STATES OF AMERICA:

(sgd.) Samuel Reber

For the Government of the  
FEDERAL REPUBLIC OF GERMANY:

(sgd.) Konrad Adenauer

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ANNEX OF OPERATING CONDITIONS

I. The Federal Republic acting through the Federal Minister for Posts and Telecommunications (BPMIn) herewith grants to the United States of America, as represented by the Department of State, the right to operate as foreign radio stations in the territory of the Federal Republic the radio installations hereinafter listed and identified, under the following conditions:

- A. The radio stations will exclusively use frequencies and call signs assigned to them by the appropriate authorities of the Government of the United States. The frequencies and call signs used are to be notified to the Federal Republic and to the appropriate organs of the International Telecommunications Union.
- B. The radio installations may be used only for broadcasting purposes of the Government of the United States, including relay and rebroadcast of programs from sources other than the Government of the United States provided that in the case of broadcasting organizations located in the Federal Republic the necessary arrangements have been made with the broadcasting organizations concerned.
- C. The Government of the United States agrees that, in the transmission of radio programs between points within the Federal Republic it will use exclusively the program circuits, wire or radio, of the Deutsche Bundespost where available in accordance with the applicable rate structure.
- D. Changes in technical characteristics such as performance, frequencies and call signs of radio installations described in Part II below and additional installations which may be erected will be notified in advance to the BPMIn except that in the event of emergencies requiring immediate action simultaneous notification will be given the BPMIn.

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- E. If the operation of the radio installations interferes with the radio services of the Federal Republic, the Government of the United States, in coordination with the Government of the Federal Republic, will take the steps necessary to remove the harmful interferences as quickly as possible.
- F. Personnel of the Deutsche Bundespost, if properly identified and if approved by the chief of the radio installation concerned; will be granted permission to have access to all technical equipment of the radio installations during duty hours, and after prior notification, outside duty hours.

II. The operating conditions apply to the following installations:

Transmitters in Use at Ismaning

<u>Number</u>	<u>Power</u>	<u>Type</u>	<u>Service</u>
4	100 kw	Short Wave	Broadcast (one partly point-to-point with New York for program coordination)
2	8 kw	Short Wave	Broadcast
1	8 kw	Short Wave	Radio Teletype and Broadcast
2	1 kw	Short Wave	Cable Wireless
4	500 watt	Short Wave	Standby Broadcast
2	150 kw	Medium Wave	Broadcast
1	50 watt	VHF	Emergency Link

Transmitter in Use at Hof

1	40 kw	Medium Wave	Broadcast
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Receiving Station at Obermenzing

3	50 watt	VHF	Emergency Link
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Diversity receiving equipment, recording and switching facilities.

OPERATIONS MEMORANDUM

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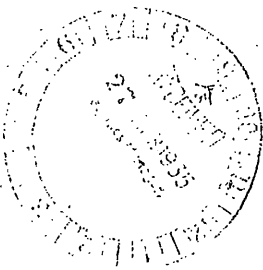
April 22, 1955.

TO: USIA - WASHINGTON, D.C.  
FROM: RADIO RELAY BASE - COLOMBO, CEYLON.  
SUBJECT: Agreements covering USIA Relay Base Operations in Ceylon.  
REFERENCE: USIA - GA - 1003 - April 7, 1955. (Banks)

In reply to the referenced memorandum we are transmitting herewith two copies of the following:

1. Treaty Series No.3 (1951) - Exchange of Notes between the Government of Ceylon and the Government of the United States providing for the installation and operation of the Relay Base Transmitting Station and associated equipment.
2. Treaty Series No.5 (1954) Exchange of notes between the Government of Ceylon and the Government of the United States providing for the extension of the original agreement to include construction of a receiving station.

These two agreements complete the basic documents under which this base is now operating.



*Wright/Rising*  
*Jan Banks*  
*H. J. ...*

Encl: Treaty Series No.3 (1951) - 2 copies.  
" " " 5 (1954) - 2 copies.

*attached*

James W. Alley/zd.

UNCLASSIFIED.

UNITED STATES OF AMERICA



Treaty Series No. 3 (1951)

Exchange of Notes

Between the Government of Ceylon and the Government of the United States of America concerning the installation by the Government of the United States of America of certain radio transmission and associated equipment for use by Radio Ceylon in return for certain facilities to be accorded by the Government of Ceylon for the Broadcast of "Voice of America" programmes over Radio Ceylon

Presented to Parliament  
by  
The Minister of External Affairs.

PRINTED AT THE CEYLON GOVERNMENT PRESS, COLOMBO

To be purchased at the GOVERNMENT PUBLICATIONS BUREAU, COLOMBO



EXCHANGE OF NOTES CONCERNING THE INSTALLATION BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA OF CERTAIN RADIO TRANSMISSION AND ASSOCIATED EQUIPMENT FOR USE BY RADIO CEYLON IN RETURN FOR CERTAIN FACILITIES TO BE ACCORDED BY THE GOVERNMENT OF CEYLON FOR THE BROADCAST OF "VOICE OF AMERICA" PROGRAMMES OVER RADIO CEYLON.

No. 1

From: His Excellency Joseph C. Satterthwaite, Ambassador of the United States of America in Ceylon.

To: The Right Honourable D. S. Senanayake, Prime Minister and Minister of Defence and External Affairs, Ceylon.

American Embassy,  
Colombo, Ceylon,  
May 12, 1951.

EXCELLENCY,

PURSUANT to instructions from my Government, I have the honour to inform Your Excellency that the following agreement concerning the use of the facilities of Radio Ceylon meets with the approval of the Government of the United States of America and will be considered in effect upon the receipt of a communication from you signifying that it also meets with the approval of the Government of Ceylon:

- (1) The Department of State of the United States of America (hereafter called the Department) will furnish and install three shortwave broadcasting transmitters with a power of not less than 35 KW and associated transmitting, studio and receiving facilities, at its own expense and shall transfer title to such facilities upon completion to the Government of Ceylon for one rupee. Such facilities shall remain personalities and may, subject to what is provided in paragraph (12) below, be removed notwithstanding the fact they may be affixed to realty.

The scope of the installation work involved is substantially the following:—

- (a) The construction of any additional building necessary to house such transmitters.
  - (b) The installation of the transmitters and their associated equipment at the transmitting site.
  - (c) The installation and provision of any additional antennae required for the operation.
  - (d) The purchase or lease through the Government of Ceylon of the additional ten acres approximately required for the erection of the additional antennae.
  - (e) The installation of VHF link between the Studio centre and transmitting site.
  - (f) The construction, including wiring, of any additional Studio facilities required.
  - (g) The provision of two tape recorders and similar miscellaneous equipment.
- (2) The Department will be responsible for the administration of the installation of the above described facilities after consultation with and with the agreement of, the Government of Ceylon to assure the most efficient modification of the existing plant.
    - (a) It is understood that where it is necessary for the Department to import into Ceylon staff, equipment and material for the purpose of the installation of these facilities, the equipment and material shall be duty free and the staff shall be exempted from payment of Ceylon Income Tax.
  - (3) On completion of the modification and satisfactory test operations the Government of Ceylon shall be responsible thereafter for the administration, operation and maintenance of these facilities.

- (4) The Department shall maintain a resident engineer in Colombo for the purpose of consulting with the Government of Ceylon to assure the maximum operating efficiency of these facilities.
- (5) The Government of Ceylon shall have priority use of one of the three transmitters and associated facilities and secondary use of the other two transmitters and associated facilities. Reciprocally, the Department shall have priority use of two of the three transmitters and associated facilities and secondary use of all other transmitters and associated facilities.
- (6) Pending completion of the installation of the above described facilities the Department shall have priority of use of such time as the Department mutually agrees upon with the Government of Ceylon.
- (7) The Department shall pay rates for the services rendered to them by the Government of Ceylon predicated on its *pro rata* share of the running expenses of the station. Such rates shall be negotiated prior to inauguration of service and thereafter annually beginning with July 1st of each year.
- (8) The services rendered by the Government of Ceylon to the Department shall consist of:
  - (a) Instantaneous or delayed relays of programs in various languages of the Department.
  - (b) Broadcasts of programs initiated and originated by the United States Information Service in Ceylon.
- (9) The Department shall be responsible for the provision of frequencies necessary for the transmission of its programs. It is furthermore agreed that the Department and the Government of Ceylon will cooperate closely in assisting each other in providing additional frequencies as and when required.
- (10) The Department recognizes the right reserved by the Government of Ceylon to give approval to the schedule and contents of its broadcasts from Radio Ceylon.
- (11) The Department may terminate this agreement in the initial ten-year period by giving the Government of Ceylon one year's notice.
- (12) Upon final termination or expiration of this agreement the parties agree, at the option of the Government of Ceylon, to enter into negotiations for the purpose of vesting entire ownership and use of the facilities in Ceylon. In the event this option is not exercised, or in the event agreement as to terms is not reached, the Government of Ceylon agrees, at the request of the Department, to retransfer title to such facilities to the Department, upon payment by the Department of one rupee, and in this event the Department shall have the right to remove the facilities and export them from Ceylon duty free. It is understood and agreed that such removal would be undertaken within six months of the date of termination or expiration of the agreement. In the event of removal, the Department agrees to pay the Government of Ceylon the reasonable cost of restoring to its former condition any of the Government of Ceylon's property which may have been modified in order to carry out the purposes of this agreement. Where the Department has erected buildings or parts of buildings the Government of Ceylon will have the right, if it so desires, to take them over at a disposal value to be mutually agreed.
- (13) Except as provided here, this agreement shall be for ten years from date of signing, unless before the expiration of such terms a notice of intention to renew is communicated by either party to the other—six months prior to the date of expiration, in which case an extension in accordance with such terms as are to be agreed upon, shall be entered into.
- (14) The Department agrees not to sublet time on Radio Ceylon transmitters.

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

(Sgd.) JOSEPH C. SATTERTHWAITTE.



From : The Right Honourable D. S. Senanayake, Prime Minister and Minister of Defence and External Affairs, Ceylon.  
To : His Excellency Joseph C. Satterthwaite, Ambassador of the United States of America in Ceylon.

Ministry of External Affairs,  
Senate Building,  
Colombo, 14th May, 1951.

## EXCELLENCY.

I HAVE the honour to acknowledge receipt of your letter of 12th May, 1951, notifying me that the Agreement, which is reproduced below, concerning the use of the facilities of Radio Ceylon meets with the approval of the Government of the United States of America. I am glad to inform you that the Agreement meets with the approval of the Government of Ceylon, and I agree that your letter and this reply should be regarded as bringing the Agreement into effect as between our two Governments. I note that the Department of State will act on behalf of the Government of the United States of America in the implementation of this Agreement.

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

(Sgd.) D. S. SENANAYAKE.

## AGREEMENT

(1) The Department of State of the United States of America (hereafter called the Department) will furnish and install three shortwave broadcasting transmitters with a power of not less than 35 KW and associated transmitting, studio and receiving facilities, at its own expense and shall transfer title to such facilities upon completion to the Government of Ceylon for one rupee. Such facilities shall remain personalities and may, subject to what is provided in paragraph (12) below, be removed notwithstanding the fact they may be affixed to realty.

The scope of the installation work involved is substantially the following:—

- (a) The construction of any additional building necessary to house such transmitters.
- (b) The installation of the transmitters and their associated equipment at the transmitting site.
- (c) The installation and provision of any additional antennae required for the operation.
- (d) The purchase or lease through the Government of the additional ten acres approximately required for the erection of the additional antennae.
- (e) The installation of VHF link between the Studio centre and transmitting site.
- (f) The construction, including wiring, of any additional Studio facilities required.
- (g) The provision of two tape recorders and similar miscellaneous equipment.

(2) The Department will be responsible for the administration of the installation of the above described facilities after consultation with, and with the agreement of, the Government of Ceylon to assure the most efficient modification of the existing plant.

(a) It is understood that where it is necessary for the Department to import into Ceylon staff, equipment and material for the purpose of the installation of these facilities, the equipment and material shall be duty free (and the staff shall be exempted from payment of Ceylon Income Tax).

(3) On completion of the modification and the satisfactory test operations the Government of Ceylon shall be responsible thereafter for the administration, operation and maintenance of these facilities.

- (4) The Department shall maintain a resident engineer in Colombo for the purpose of consulting with the Government of Ceylon to assure the maximum operating efficiency of these facilities.
- (5) The Government of Ceylon shall have priority use of one of the three transmitters and associated facilities and secondary use of the other two transmitters and associated facilities. Reciprocally, the Department shall have priority use of two of the three transmitters and associated facilities and secondary use of all other transmitters and associated facilities.
- (6) Pending completion of the installation of the above described facilities the Department shall have priority of use of such time as the Department mutually agrees upon with the Government of Ceylon.
- (7) The Department shall pay rates for the services rendered to them by the Government of Ceylon predicated on its *pro rata* share of the running expenses of the station. Such rates shall be negotiated prior to inauguration of service and thereafter annually beginning with July 1st of each year.
- (8) The services rendered by the Government of Ceylon to the Department shall consist of:—
  - (a) Instantaneous or delayed relays of programmes in various languages of the Department.
  - (b) Broadcasts of programmes initiated and originated by the United States Information Service in Ceylon.
- (9) The Department shall be responsible for the provision of frequencies necessary for the transmission of its programmes. It is furthermore agreed that the Department and the Government of Ceylon will cooperate closely in assisting each other in providing additional frequencies as and when required.
- (10) The Department recognizes the right reserved by the Government of Ceylon to give approval to the schedule and contents of its broadcasts from Radio Ceylon.
- (11) The Department may terminate this agreement in the initial ten-year period by giving the Government of Ceylon one year's notice.
- (12) Upon final termination or expiration of this agreement the parties agree, at the option of the Government of Ceylon, to enter into negotiations for the purpose of vesting entire ownership and use of the facilities in Ceylon. In the event this option is not exercised, or in the event agreement as to terms is not reached, the Government of Ceylon agrees, at the request of the Department to retransfer title to such facilities to the Department, upon payment by the Department of one rupee, and in this event the Department shall have the right to remove the facilities and export them from Ceylon duty free. It is understood and agreed that such removal would be undertaken within six months of the date of termination or expiration of the Agreement. In the event of removal, the Department agrees to pay the Government of Ceylon the reasonable cost of restoring to its former condition any of the Government of Ceylon's property which may have been modified in order to carry out the purposes of this agreement. Where the Department has erected buildings or parts of buildings the Government of Ceylon will have the right if it so desires, to take them over at a disposal value to be mutually agreed.
- (13) Except as provided here, this agreement shall be for ten years from date of signing, unless before the expiration of such terms a notice of intention to renew is communicated by either party to the other six months prior to the date of expiration, in which case an extension in accordance with such terms as are to be agreed upon, shall be entered into.
- (14) The Department agrees not to sublet time on Radio Ceylon transmitters.



Treaty Series No. 5 of 1954

## Exchange of Notes

BETWEEN THE GOVERNMENT OF CEYLON AND THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA  
CONCERNING THE EXTENSION OF THE FACILITIES  
AGREED TO UNDER TREATY SERIES No. 3 (1951) FOR THE  
BROADCAST OF "VOICE OF AMERICA" PROGRAMME  
OVER RADIO CEYLON

*Presented to Parliament  
by  
The Minister of External Affairs*

PRINTED AT THE GOVERNMENT PRESS, CEYLON

To be purchased at the GOVERNMENT PUBLICATIONS BUREAU, COLOMBO  
SEPTEMBER, 1954 Price : 25 cents Postage : 10 cents

No. 1

*From :* His Excellency Philip K. Crowe, Ambassador of the United States of America  
in Ceylon.

*To :* The Right Honourable Sir John Kotelawala, Prime Minister and Minister of  
Defence and External Affairs, Ceylon.

American Embassy,  
Colombo, Ceylon,  
July 14, 1954.

Dear Mr. Prime Minister,

PURSUANT to instructions from my Government I have the honour to inform your Excellency that the following agreement concerning the extension of the facilities agreed to under Treaty Series No. 3 (1951) between your Government and mine meets with the approval of the Government of the United States of America and will be considered in effect upon the receipt of a communication from you signifying it also meets with the approval of the Government of Ceylon.

(1) The Information Agency of the United States of America (hereafter called the Agency) will, at its own expense, undertake to construct or acquire a suitable Receiving Station and install such equipment and antennae as are required for its operation. Such equipment will remain personalities and may, subject to the provisions in para 2 be removed notwithstanding the fact they may be attached to realty.

The scope of the installation work involved is substantially the following :

- (a) The purchase or lease through the Government of Ceylon of approximately 125 acres of suitable land for site.
- (b) The construction of a building to house receivers and studio control equipment.
- (c) The construction of six diversity spaced antennae. Three antennae beamed for reception from the European area including London and three for reception from the Far Eastern area.
- (d) The installation of triple diversity receiving equipment.
- (e) The installation of studio control facilities to allow operation from the station.
- (f) The installation of transcription turn tables and tape recorders.
- (g) The installation of a small power generating plant or alternatively, the construction of a power line to the nearest Government Electric transmission line to provide power for the station and the installation of a small generating plant for use in the event of a power failure.

(2) The title of the station upon its completion shall rest in the Government of Ceylon subject to the condition that upon the final termination or expiration of this agreement the ownership of the equipment installed by the Agency shall revert to the Government of the United States which may then remove the equipment and export it from Ceylon duty free if it chooses to do so. On the final termination or expiration of the agreement, the Government of Ceylon will have the right to take over the land and building at a disposal value to be mutually agreed.

J. N. R. 44180-076 (9/54)

( 2 )

(3) On completion of the construction and installation of the station the Government of Ceylon shall be responsible thereafter for the administration, operation and maintenance of the facilities to provide such operational services as required by the Agency and the Government of Ceylon.

(4) The Agency shall pay rates for the services rendered to them by the Government of Ceylon predicated on its *pro rata* share of the running of the station. Such rates shall be negotiated prior to the inauguration of service and be incorporated with the rates for operation of the transmitting station as provided in paragraph (7) of the existing radio agreement.

(5) In addition to the equipment installed by the Agency for its priority use, the Agency will provide space within the building and on the surrounding acquired land for the installation of such additional facilities and antennae as required for Radio Ceylon's exclusive use. The installation of equipment or cable lines required exclusively for Radio Ceylon's use shall be the responsibility of the Government of Ceylon.

(6) The Government of Ceylon shall have secondary use of all equipment installed by the Agency. Reciprocally, the Agency shall have secondary use of all equipment installed by the Government of Ceylon. Where possible without interference, joint simultaneous use of the equipment shall be provided.

(7) The Government of Ceylon, on behalf of the Agency and on a reimbursible basis, will endeavour to acquire for lease or purchase the land necessary for the station building and antennae. If the land is leased, the terms shall provide for a ten year period, with the option of renewal upon one year's notice, for an additional period of ten years, and shall provide further that all equipment installed by the Agency may be removed at any time during the period of the lease.

(8) The service rendered by the receiving station for the Agency shall permit :

- (a) Instantaneous or delayed relays of programmes in various languages of the Agency.
- (b) Broadcasts of programmes initiated and originated by the United States Information Service in Ceylon.

(9) The Agency may terminate this agreement in the initial ten year period by giving the Government of Ceylon one year's notice.

(10) Where it is necessary for the Agency to import into Ceylon equipment and material for the purpose of the construction of the station and facilities the equipment and material shall be duty free.

(11) Except as provided here, this agreement shall be for ten years from the date of signing, unless before the expiration of such term a notice of intention to renew is communicated by either party to the other and mutually consented to—six months prior to the date of expiration; in which case an extension in accordance with such terms as are to be agreed upon shall be entered into.

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

Yours sincerely,

(Sgd.) PHILIP K. CROWE,  
American Ambassador.

( 3 )

No. 2

From: The Right Honourable Sir John Kotelawala, Prime Minister and Minister of Defence and External Affairs, Ceylon.

To: His Excellency Philip K. Crowe, Ambassador of the United States of America in Ceylon.

Ministry of External Affairs,  
Senate Building,  
Colombo, 23rd August, 1954.

Dear Mr. Ambassador,

I have the honour to acknowledge receipt of your letter of July 14th, 1954, notifying me that the Agreement, which is reproduced in para 2 below, concerning the extension of the facilities agreed to under Treaty Series No. 3 (1951) between your Government and mine meets with the approval of the Government of the United States of America.

#### A G R E E M E N T

2. (1) The Information Agency of the United States of America (hereafter called the Agency) will, at its own expense, undertake to construct or acquire a suitable Receiving Station and install such equipment and antennae as are required for its operation. Such equipment will remain personalities and may, subject to the provisions in para 2 be removed notwithstanding the fact they may be attached to realty.

The scope of the installation work involved is substantially the following :

- (a) The purchase or lease through the Government of Ceylon of approximately 125 acres of suitable land for site.
- (b) The construction of a building to house receivers and studio control equipment.
- (c) The construction of six diversity spaced antennae. Three antennae beamed for reception from the European area including London and three for reception from the Far Eastern area.
- (d) The installation of triple diversity receiving equipment.
- (e) The installation of studio control facilities to allow operation from the station.
- (f) The installation of transcription turn tables and tape recorders.
- (g) The installation of a small power generating plant or alternatively, the construction of a power line to the nearest Government Electric transmission line to provide power for the station and the installation of a small generating plant for use in the event of a power failure.

(2) The title of the station upon its completion shall rest in the Government of Ceylon subject to the condition that upon the final termination of expiration of this agreement the ownership of the equipment installed by the Agency shall revert to the Government of the United States which may then remove the equipment and export it from Ceylon duty free if it chooses to do so. On the final termination or expiration of the agreement, the Government of Ceylon will have the right to take over the land and building at a disposal value to be mutually agreed.

(3) On completion of the construction and installation of the station the Government of Ceylon shall be responsible thereafter for the administration, operation and maintenance of the facilities to provide such operational services as required by the Agency and the Government of Ceylon.

(4) The Agency shall pay rates for the services rendered to them by the Government of Ceylon predicated on its *pro rata* share of the running of the station. Such rates shall be negotiated prior to the inauguration of service and be incorporated with the rates for operation of the transmitting station as provided in paragraph (7) of the existing radio agreement.

(5) In addition to the equipment installed by the Agency for its priority use, the Agency will provide space within the building and on the surrounding acquired land for the installation of such additional facilities and antennae as required for Radio Ceylon's exclusive use. The installation of equipment or cable lines required exclusively for Radio Ceylon's use shall be the responsibility of the Government of Ceylon.

(6) The Government of Ceylon shall have secondary use of all equipment installed by the Agency. Reciprocally, the Agency shall have secondary use of all equipment installed by the Government of Ceylon. Where possible, without interference, joint simultaneous use of the equipment shall be provided.

(7) The Government of Ceylon, on behalf of the Agency and on a reimbursible basis, will endeavour to acquire for lease or purchase the land necessary for the station building and antennae. If the land is leased, the terms shall provide for a ten year period, with the option of renewal upon one year's notice, for an additional period of ten years, and shall provide further that all equipment installed by the Agency may be removed at any time during the period of the lease.

(8) The service rendered by the receiving station for the Agency shall permit :

- (a) Instantaneous or delayed relays of programmes in various languages of the Agency.
- (b) Broadcasts of programmes initiated and originated by the United States Information Service in Ceylon.

(9) The Agency may terminate this agreement in the initial ten year period by giving the Government of Ceylon one year's notice.

(10) Where it is necessary for the Agency to import into Ceylon equipment and material for the purpose of the construction of the station and facilities the equipment and material shall be duty free.

(11) Except as provided here, this agreement shall be for ten years from the date of signing, unless before the expiration of such term a notice of intention to renew is communicated by either party to the other and mutually consented to—six months prior to the date of expiration, in which case an extension in accordance with such terms as are to be agreed upon shall be entered into.

3. I am glad to inform you that the Agreement meets with the approval of the Government of Ceylon, and I agree that your letter and this reply should be regarded as bringing the Agreement into effect as between our Governments. I note that the Information Agency of the United States of America will act on behalf of the Government of the United States of America in the implementation of this agreement.

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

Yours sincerely,

(Sgd.) J. L. KOTELAWALA,  
Prime Minister  
and Minister of External Affairs.



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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 5353

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TELECOMMUNICATION

Radio Broadcasting Facilities

Agreement Between the  
UNITED STATES OF AMERICA  
and the PHILIPPINES

Signed at Manila May 6, 1963

with

Protocol and Exchange of Notes



DEPARTMENT OF STATE

[Literal print]

## PHILIPPINES

### Telecommunication: Radio Broadcasting Facilities

*Agreement signed at Manila May 6, 1963;*

*Entered into force May 6, 1963.*

*With protocol and exchange of notes.*

#### AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA REGARDING RADIO BROADCASTING FACILITIES

The Government of the Republic of the Philippines and the Government of the United States of America,

Being desirous of insuring the improvement and continuation of radio broadcasting in the Republic of the Philippines and of affording the best possible medium for the transmission of radio programs by each Government; and

Wishing to provide for the use by the two Governments of certain broadcasting facilities now existing or to be constructed in the Republic of the Philippines; and

Being convinced that these purposes should be fulfilled in a spirit of good neighborliness between the Government of the Republic of the Philippines and the Government of the United States of America, and that details of their practical application should be arranged by friendly cooperation;

Have decided to conclude an agreement for these purposes and have agreed as follows:

##### ARTICLE I

The Government of the Republic of the Philippines and the Government of the United States of America will cooperate, in accordance with the provisions of this Agreement, in the use of the radio broadcasting facilities referred to herein which have been or may be constructed in the Republic of the Philippines by the Government of the United States of America.

##### ARTICLE II

1. The Government of the Republic of the Philippines shall have the right to broadcast on high frequency broadcast transmitters at

Malolos, Bulacan Province, and Poro Point, La Union Province, and at the new and very powerful radio broadcasting facility envisaged for construction in the Philippines, without cost, during hours and on frequencies and under such conditions as may be mutually agreed upon between the two Governments. Also, the Government of the Republic of the Philippines shall have priority right to the use of the medium frequency transmitter (920 KC) and related facilities at Malolos, Bulacan Province, without cost. Such broadcasting by the Government of the Republic of the Philippines may be to any or all parts of the world in any language or languages. Program and other materials broadcast over these transmitters by the Government of the Republic of the Philippines shall be identified by proper announcement as Republic of the Philippines programs, and sole responsibility for their transmission shall rest on the Government of the Republic of the Philippines.

2. The Government of the Republic of the Philippines and the Government of the United States of America mutually agree that every effort will be made by both Governments to refrain from broadcasting any program or part thereof which might be considered detrimental to the interests of either or both Governments.

##### ARTICLE III

1. The Government of the United States of America shall have the right, as provided in this Agreement, to operate radio broadcasting (and radio teletype facilities for transmission and reception of program materials and operational instructions in connection therewith) facilities in the Republic of the Philippines for transmission of broadcasts to any or all parts of the world in any language or languages. The operating rights granted by this Article shall apply to the Voice of America radio broadcasting facilities located at Malolos, Bulacan Province, Poro Point, La Union Province, and Baguio, Mountain Province, and to the new and very powerful radio broadcasting facility envisaged to be constructed under this Agreement.

2. The rights granted the Government of the United States of America to construct or install and operate hereafter in the Republic of the Philippines any other radio broadcasting facilities shall be exercised upon prior approval of the Government of the Republic of the Philippines.

3. Programs and other material broadcast by the Government of the United States of America over facilities located in the Republic of the Philippines shall be identified by proper announcement as United States of America programs, and sole responsibility for their transmission shall rest upon the Government of the United States of America.

## ARTICLE IV

In order to facilitate the operation of radio transmission in the Republic of the Philippines, the Government of the United States of America shall be permitted:

1. To lease or purchase real property upon which transmitting and receiving facilities have been erected or installed or upon which, in agreement with the Government of the Republic of the Philippines, such facilities may be erected or installed in the future. It is understood that the purchase of real property under this paragraph means that the Philippine Government shall make the purchase and retain the title of such land, and that the United States will pay the cost of such purchase, in advance, and will have the right to exclusive use of such land during the life of this Agreement;
2. To import into and to export from the Philippines free from customs duties, taxes or any other charges of similar nature, all such equipment, materials and supplies duly covered by tax exemption certificates duly issued by an official of the American Embassy and certified to be for the exclusive use of the Voice of America facilities in the Republic of the Philippines;
3. To lease or purchase necessary services from public utilities on terms no less favorable than are enjoyed by citizens of the Republic of the Philippines, such as power and telephone services of various kinds, including the leasing of lines and rental of equipment;
4. To construct and install radio transmitters and receivers, including antenna structures, subject to laws and regulations relating to air navigational safety and the prevention and elimination of radio interference;
5. To own and operate motor vehicles necessary to or relating to the operation of radio transmission;
6. To operate distillation equipment for the production of distilled water for use in the operation of radio transmitting equipment;
7. To transmit programs and materials originating in the Republic of the Philippines and to receive radio transmissions originating outside the Republic of the Philippines for rebroadcasting on a live or delayed (recorded) basis;
8. To utilize for radio transmission upon approval by the Government of the Republic of the Philippines the frequencies, types of emissions, and frequency band widths, which are or may become available for medium or high frequency radio transmission in accordance with principles of good engineering practice. The terms agreed to shall be no less favorable to the Government of the United States of America than to nationals of the Republic of the Philippines; and
9. To operate VHF or UHF link circuits in connection with the operation of the radio broadcasting facilities covered hereby, utilizing frequencies approved by the Government of the Republic of the Philippines.

## ARTICLE V

1. Officers and employees of the Government of the United States of America who are citizens of the United States of America and who are on duty or assigned to duty in the Republic of the Philippines in connection with the transmission of radio broadcasts under the provisions of this Agreement shall be permitted to move freely into and out of the Republic of the Philippines subject to existing passport and visa regulations and other applicable laws of the Philippines, and shall not be restricted by the Government of the Republic of the Philippines in their movements to and between their residences and the various locations at which the radio transmission or their other official business is carried on, and shall have free access to any other location which it may be necessary for them to visit in line with their duties, except when such access will involve a violation of the national security of the Philippines.

2. Upon notification from the Embassy of the United States of America, the Government of the Republic of the Philippines agrees to accord to officers and employees of the Government of the United States of America who are citizens of the United States of America and who are on duty or assigned to duty in the Republic of the Philippines in connection with the transmission of radio broadcasts under the provisions of this Agreement, and who are not engaged in any other business in the Philippines, freedom from import or export duty or tax on articles certified by competent authorities of the United States Government to be for their personal use, including automobiles, as well as freedom from income, personal property or social security tax. It is understood, however, that the exemption provided herein is without prejudice to the collection, with the cooperation of the Government of the United States of America, of customs duties and internal taxes on the articles brought or imported into the Philippines by said officers and employees which are subsequently sold or transferred in the Philippines to persons or entities not entitled to exemption from said customs duties and internal taxes pursuant to existing laws and regulations governing the matter; and that income derived from Philippine sources or sources other than United States sources is not exempt from payment of income tax.

## ARTICLE VI

Compensation for injury to persons of Philippine nationality or for damage to property belonging to Philippine nationals or Philippine corporations whose majority stock is owned by Philippine citizens or the Philippine Government resulting from the operation in the Republic of the Philippines of radio transmission facilities under this Agreement by the Government of the United States of America shall be paid by the Government of the United States of America subject to the applicable laws of the Republic of the Philippines. The amounts payable for such injury or damage shall be determined by



agreement between the Government of the Republic of the Philippines and the Government of the United States of America.

ARTICLE VII

The Government of the Republic of the Philippines and the Government of the United States of America shall select each year by mutual agreement two graduates of a Philippine technical school to serve for a one-year training period as technical assistants in the operation in the Republic of the Philippines of radio transmitting and receiving facilities owned and operated by the Government of the United States of America. Salaries of such trainees shall be paid by the Government of the United States of America.

ARTICLE VIII

1. This Agreement shall enter into force upon signature on behalf of the two Governments and, upon entry into force, shall supersede the *modus vivendi* entered into between the Republic of the Philippines and the United States of America on September 4, 1947.

2. This Agreement shall remain in force until terminated by either Government upon eighteen (18) months written notice to the other, which notice shall be given not sooner than the date upon which the new and very powerful radio broadcasting facility envisaged under the first paragraph of Article III enters into operation, of which the Government of the Republic of the Philippines shall be formally notified by the Government of the United States of America.

3. In the event the Philippine Government gives notice of termination of this Agreement prior to the expiration of ten years from the date upon which said facility enters into operation, the Philippine Government agrees that it will pay the United States Government the certified original actual cost of said facility less one-tenth of said cost for each year (and *pro rata* for each part year) that said facility has been in operation. However, the United States Government may, at its own expense, remove the radio transmitters and related equipment from said facility and export same from the Republic of the Philippines duty free, in which event the amount payable by the Philippine Government shall be further reduced by the certified original actual cost of the removed transmitters and related equipment. Upon payment to the United States Government of said amounts by the Philippine Government, the United States Government will thereupon terminate the operation of said facility, and the title to said facility shall pass to the Philippine Government. It is agreed, however, that prior to the notice of termination, consultation between the two Governments will be held through diplomatic channels to discuss the matters which have given rise to the desire for termination. This consultation may continue for a period not exceeding three months, unless the party intending to terminate agrees to a longer period.

4. At the time the new and very powerful facility enters into operation, the Government of the United States of America shall furnish to the Government of the Republic of the Philippines a written certification of the original actual cost of said facility, and thereafter, during the period of ten years referred to in the preceding paragraph, the actual cost of such improvements as may be made to the said facility. It is mutually agreed that "actual cost" shall be the invoice cost plus applicable capitalizable incidental costs of equipment and materials as well as installation costs, including architectural and engineering costs, labor costs, and land costs, which qualify as capital expenditures.

5. Upon the signing of this Agreement all right, title and interest of the Government of the United States of America, or any official agency thereof, in radio transmitting and receiving equipment, power plants, and related facilities, including radio links, located at Guiguinto, Bulacan Province, or replacements therefor and improvements thereto, shall be turned over to the Government of the Republic of the Philippines without cost.

6. Upon completion of legal steps to be taken by the Government of the Republic of the Philippines to institute acquisition of suitable land and land use rights for the new and very powerful facility, and upon acquisition by the Government of the United States of America of rights of land use and access, all right, title and interest of the Government of the United States of America, or any official agency thereof, in radio transmitting and receiving equipment, power plants, and related facilities, including radio links, located at Malolos, Bulacan Province, or replacements therefor and improvements thereto, shall be turned over to the Government of the Republic of the Philippines without cost. It is understood that the Government of the United States of America shall continue to enjoy its present rights of operation and use of the transmitting equipment at the said Malolos site until the new and very powerful facility enters into operation.

7. Upon termination of this Agreement, the Government of the Republic of the Philippines shall have the right to enter into negotiations with the Government of the United States of America for the acquisition by the Philippine Government of the Voice of America radio transmitting equipment, power plants, and related facilities, including radio links, located at Poro Point, La Union Province, and the receiving station facilities, including radio links, located at Baguio, Mountain Province under such conditions as may be mutually agreed upon between the two Governments. As regards the new and very powerful facility referred to above, the third paragraph of Article VIII covers disposition of this facility during the first ten years of this Agreement. Thereafter the disposition of these facilities is covered by the provisions of this paragraph. Notice of the exercise of its right shall be given by the Philippine Government to the United States Government through diplomatic channels within ninety (90) days of the date of termination. Negotiations shall commence within

a reasonable time thereafter. In the event that the Philippine Government shall fail to exercise its right, or that, upon negotiations pursuant thereto, no agreement as to terms is reached between the two Governments within six (6) months after the exercise of the right, the United States Government shall have the right to remove the facilities and export them from the Republic of the Philippines, duty free.

IN WITNESS WHEREOF, the undersigned, being authorized thereto, have signed the present Agreement in duplicate at Manila this sixth day of May, 1963.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA:

WILLIAM E. STEVENSON

FOR THE GOVERNMENT OF  
THE REPUBLIC OF THE PHILIPPINES:

EMMANUEL PELÁEZ

**PROTOCOL TO AN AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES REGARDING RADIO BROADCASTING FACILITIES SIGNED AT MANILA ON MAY 6, 1963**

With reference to the Agreement signed today between the Government of the United States of America and the Government of the Republic of the Philippines regarding Radio Broadcasting Facilities it is understood and agreed that the Government of the United States of America shall continue to have the right to utilize for the purposes of this Agreement the real property upon which radio transmitting and receiving facilities have been erected or installed by the Government of the United States of America. It is further understood and agreed that as of the date of signature of the Agreement, this real property consists of the following:

1. A parcel of land with buildings thereon, situated in the Barrio of Mojon, municipality of Malolos, Province of Bulacan, known as the Bulacan Trade School, which the Government of the United States will continue to occupy and use under the Agreement to which this Protocol refers on the same terms *mutatis mutandis* as those provided in the Protocol to the *modus vivendi* between the Republic of the Philippines and the United States of America entered into on September 4, 1947. The parcel is more exactly described as follows:

A parcel of first class residential land, lot No. 2701, located at Barrio Mojon, Municipality of Malolos, Province of Bulacan, Philippines,

bounded on the Northwest by property of F. C. Santos and H. Tantoco; on the Northeast by property of F. C. Santos; on the East by the road to Malolos-Quingua, E. Cruz, etc.; on the South by the property of P. del Rosario; and on the Southwest by property of the Manila Railroad Company.

It contains an area of 221,393 square meters, more or less, of which the United States is using approximately 28,500 square meters.

On this parcel of land the United States of America has installed a radio transmitting station. The radio station in general consists of medium and shortwave transmitters, antennas, power generating facilities, repair shops, paint lockers, warehousing, guard facilities, staff quarters, vehicle carport, fuel storage facilities, VHF link facilities, and other appurtenances such as fences, water wells and piping system, roads, telephone apparatus and underground power cables.

2. Eight parcels of land (leased by the United States Government from private owners) situated in the Municipality of Malolos, Province of Bulacan, on which the United States of America has erected short and medium wave antennas and transmission lines, and constructed an antenna field access road, 16 feet wide and 2100 feet long.

The leased property is more exactly described as follows:

Lot No. 3152 and 3153 of the Malolos Cadastre, situated in Barrio Bulihan, Malolos, Bulacan, bounded on the North by lot 3154, property of E. C. Cruz, on the East and the South by the property of Jesusa T. Bautista, lot No. 9903 (formerly 2695), and on the West by the property of Estero Malangan. Area is 18,512 square meters more or less of which the United States of America is using 5200 square meters more or less.

Lessor: Encarnacion Gutmaitan (Deceased), Dr. Juan S. Fernando, Administrator

Lot 3154 of the Malolos Cadastral Survey of Malolos, Bulacan, situated in Barrio Bulihan, Malolos, Bulacan, bounded on the Northeast by lot No. 9903 (formerly 2695), on the Southeast by lot 3153, on the Southwest by lot 9903 (formerly 2695) and on the Northwest by lots 3155 and 9903. Area is 9164 square meters, more or less, of which the United States of America is using 800 square meters, more or less.

Lessor: Elisco C. Cruz

Lot No. 9909 (formerly 2696) situated in Barrio Mojon, Malolos, Bulacan, bounded on all sides by lot 9903 (formerly 2695). Area is 14,665 square meters more or less.

Lessor: Urbano Enriquez

Lot No. 9903 (formerly 2695) of the Malolos Cadastre, situated in Barrio Mojon, Guinhawa, Pinarbucalan, Bulihan, Sumapa, Malolos, Bulacan, bounded on the Northeast by properties of Silvino Torralba

and others, on the Southeast by properties of Provincial Government and others, on the Southwest by properties of Manila Railroad and others, on the Northwest by the property of Bartolome Fuentes and others. Area is 1,270,289 square meters, more or less, of which the United States is using 633,620 square meters, more or less.

Lessor: Jesusa T. Bautista

Lot No. 2697 of the Malolos Cadastre, situated in Barrio Guinhawa, Malolos, Bulacan, bounded on the North by property of Jesusa T. Bautista, on the East by properties of Jesusa T. Bautista and Jose A. Reyes, on the South by property of Ceferino Aldaba (now Ananias Crisostomo), and on the West by property of Jesusa T. Bautista. Area is 77,211 square meters, more or less.

Lessor: Luis Santos

Lot No. 9911 (formerly 2698) of the Malolos Cadastre, situated in Barrio Catmon, Malolos, Bulacan, bounded on the North by lot 2697 property of Luis Santos, and lot 9903 property of Jesusa T. Bautista, on the West by National Highway #3 and on the South and East by lot 9903, property of Jesusa T. Bautista. Area is 6436 square meters, more or less.

Lessor: Ananias Crisostomo

Lot No. 9912 (formerly 2699) of Malolos Cadastre, situated in Barrio Mojon, Malolos, Bulacan, bounded on the North, East and South by lot No. 9903, property of Jesusa T. Bautista, and on the West by lot No. 2697, property of Luis Santos. Area is 12,287 square meters, more or less, of which the United States is using 11,102 square meters, more or less.

Lessor: Jose A. Reyes

3. The Voice of America radio transmitting station at Poro Point, Province of La Union, Philippines, is located on the Camp Wallace Military Reservation.

The boundaries of the VOA radio station are herewith described.

Main Reference Point: Poro Point Lighthouse

Latitude: 16°36'59.353" N

Longitude: 120°16'44.926" E

From the main reference point, proceed N 58°04' E (true) for a distance of 680.8 feet. This establishes the Northwest corner (Station #1) of the Voice of America radio transmitting station boundary line.

The following bearings and distance, running clockwise, define the boundary line.

TIAS 5358

Station	Bearings (True)	Distance
1-1A	N58° 00' E	2180.45 feet
1A-1B (Gate)	N58° 00' E	20.00 feet
1B-2	N58° 00' E	600.00 feet
2-3	N59° 10' E	174.34 feet
3-4	S18° 25' E	1364.55 feet
4-5	S17° 26' E	1534.00 feet
5-6	S79° 08' W	199.73 feet
6-7	S79° 09' W	531.15 feet
7-8	S22° 52' E	175.18 feet
8-8A	S67° 46' W	34.01 feet
8A-8B (Main Gate)	S67° 46' W	20.01 feet
8B-9	S67° 46' W	30.01 feet
9-10	S26° 05' E	441.45 feet
10-11	S29° 50' E	369.34 feet
11-12	S64° 31' W	448.26 feet
12-13	S18° 16' W	434.50 feet
13-14	S0° 05' E	341.97 feet
14-15	S87° 52' E	283.95 feet
15-16	S10° 37' W	446.20 feet
16-17	S5° 00' W	73.57 feet
17-18	S71° 45' W	120.00 feet
18-19	S49° 00' W	115.50 feet
19-20	N69° 30' W	480.00 feet
20-21	N10° 00' W	140.03 feet
21-22	N52° 43' W	1071.00 feet
22-23	N33° 31' W	612.10 feet
23-24	N3° 31' W	220.60 feet
24-25	N71° 33' E	60.20 feet
25-26	N32° 16' W	516.00 feet
26-27	N47° 22' W	972.83 feet
27-28	N23° 47' E	257.80 feet
28-29	N19° 23' E	70.04 feet
29-30	N9° 04' E	387.34 feet
30-1	N16° 03' W	335.80 feet

The area encompassed by the above defined boundary line is 252 acres more or less. Within this area the United States of America has constructed a radio transmitting station. The radio station in general consists of medium and shortwave transmitters, antennas, power generating facilities, repair shops, paint locker, warehousing, guard facilities, staff quarters, vehicle carport, fuel storage facilities, VHF link facilities, and other appurtenances such as fences, roads, water wells and piping system, telephone apparatus and underground cables.

4. The United States of America radio receiving station is located on Camp John Hay Military Reservation, Baguio City, Mountain Province, Philippines.

TIAS 5358

11

The boundary of the VOA receiving station is herewith described.  
 Main Reference Point: Triangulation Station Baguio  
 Latitude: 16°24'24.121" N  
 Longitude: 120°36'20.388" E  
 From the main reference point proceed on a bearing S 45°03' E (True) for a distance of 1399.10 meters, to Station one (1) of the United States Ambassador's Estate.

United States Ambassador's Estate

Station	Bearing True	Distance
1-2	N64° 39' E	114.63 meters
2-3	N47° 16' E	12.50 meters
3-4	N61° 16' E	100.81 meters
4-5	S26° 01' E	44.81 meters
5-6	S55° 46' E	162.04 meters
6-7	S35° 58' E	143.79 meters
7-8	S20° 31' E	268.54 meters
8-9	S16° 10' W	393.50 meters
9-10	S33° 56' W	68.33 meters

Station 10 of the United States Ambassador's Estate and station 3 of the VOA receiving station boundary line are intersecting points.

VOA Boundary Line

Station	Bearing True	Distance
3-4	S72° 08' E	385.09 meters
4-5	S21° 58' W	487.68 meters
5-6	S79° 52' W	143.26 meters
6-1	N51° 48' W	688.85 meters
1-2	N51° 36' E	377.95 meters
2-3	S72° 08' E	212.32 meters

VOA boundary line stations 2 and 3 and the United States Ambassador's Estate stations 10 and 11 form a common boundary line.

The area encompassed by the VOA boundary line is 80 acres, more or less.

The receiving station in general consists of receivers, recording and playback equipment, VHF link facilities, antennas, power generating facilities, fuel storage facilities, warehousing, and other appurtenances such as fences, roads, water system, telephone apparatus and underground cables.

5. In consideration of the terms of the Agreement, the new and very powerful radio broadcasting facility envisaged and agreed to under this Protocol shall consist of approximately the following, subject to the availability of funds:

12

- 1) Up to fourteen very high powered high frequency transmitters.
- 2) Curtain, rhombic or other appropriate high frequency antennas, VHF/UHF program and communication link facilities, radio frequency and electric power transmission lines, power generating equipment, radio receiving facilities and staff quarters if required.
- 3) Other appurtenances as deemed necessary by the Government of the United States of America including, but not limited to, fences, water wells, piping system, telephone apparatus, underground cables, etc.
- 4) An area of land to be used in connection with the above facilities totaling 900 hectares, more or less, subject to the technical requirements and procured through the assistance of the Government of the Republic of the Philippines by lease or purchase by the Government of the United States of America according to Article IV of this Agreement.

Property boundary lines, identification of owners and description of land will be made available following an official survey and confirmation of land office records.

IN WITNESS WHEREOF, the undersigned, being authorized thereto, have signed the present Protocol in duplicate at Manila this sixth day of May, 1963.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WILLIAM E. STEVENSON

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES:

EMMANUEL PELÁEZ



The American Ambassador to the Vice President of the Republic of the Philippines

EMBASSY OF THE UNITED STATES OF AMERICA Manila, May 6, 1963.

No. 852

EXCELLENCY:

I have the honor to refer to the fifth paragraph, Article VIII of the Radio Broadcasting Agreement signed between our Governments on May 6, 1963. Pursuant to the terms of that paragraph the Government of the United States of America hereby turns over to the Government of the Republic of the Philippines, without cost, all its right, title and interest and all the right, title and interest of any of its official agencies in the radio transmitting and receiving equipment, power plant, and related facilities, including radio links, and replacements therefor and improvements thereto, located at Guiguinto, Bulacan Province. These facilities are described and located as follows:

F. The Receiving Station buildings and related facilities are located on Lot 3508-A, Barrio Panginay, Guiguinto, Bulacan, and consist of the following:

- (a) Receiver Building: Quonset structure mounted on reinforced concrete walls with concrete floor. Floor space is approximately 2300 square feet.
(b) Power Plant Building: Quonset structure, mounted on reinforced concrete walls with concrete floor. Floor space is approximately 900 square feet.
(c) Water well, with pressure tank mounted on 30 foot wooden tower; water lines to both buildings.
(d) Steel tower, triangular, 70 feet high, guyed.
(e) Fence: The building area is enclosed with galvanized iron cyclone fence and post, seven feet in height.
(f) Power cable: Underground power cable connects the buildings, water well and area lighting.

Lot 3508-A is leased from the Guillermo Puatu Estate, administrator, Alejandro Puatu, address 5 P. Paulino St., Tambo, Paranaque, Rizal. The annual rental is Pesos 300.00.

2. Program Transmission lines Guiguinto to Malolos. The program lines from Guiguinto to Malolos consist of 28 steel Australian Signal Corps poles; 6 telephone lines (2 wire lines) ap-

proximately 6 1/2 miles in length, of which 6 miles approximately is on Bureau of Telecommunication poles.

3. Antenna High Frequency, Receiving:

The receiving station antenna system is comprised of three single wire rhombics (four 70-foot towers in each rhombic). The antennas and related transmission lines are situated on the following leased private property:

Table with 3 columns: Lot No., Owner, Owner's Address. Lists 10 lots with owner names and addresses in Manila and Bulacan.

On the above 10 lots the lease covers only pole and anchor rights and the total annual rental is Pesos 55.00.

4. An inventory of the electronic, power generating, test and other miscellaneous equipment including spare parts and tools which are part of the Receiving Station is attached hereto and is entitled "Inventory of Equipment", and consists of nineteen pages.

It is understood that upon turnover of the Receiving Station and related facilities, the Government of the Republic of the Philippines shall assume all obligations of the Government of the United States of America under the foregoing leases and shall hold the United States Government harmless from any and all actions, claims or expenses which may arise as a result of the use or other disposition of said

leased properties by the Government of the Republic of the Philippines. It is further understood and agreed that upon termination by the Government of the United States of America of its present rights of operation and use of the radio broadcasting facility at Malolos, Bulacan Province, the obligations of the Government of the United States of America relative to the eight parcels of land under private lease at Malolos will be assumed by the Government of the Republic of the Philippines under the same conditions as outlined above for Guiguinto.

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

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

WILLIAM E. STEVENSON

Enclosure:

Inventory of Equipment [1]

His Excellency

EMMANUEL PELÁEZ,  
*Vice President of the  
Republic of the Philippines.*

*The Vice President of the Republic of the Philippines to the  
American Ambassador*

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FOREIGN AFFAIRS

MANILA, May 6, 1963

EXCELLENCY:

I have the honor to acknowledge the receipt of your Note No. 852 of May 6, 1963 under which the Government of the United States of America turns over to the Government of the Republic of the Philippines, without cost, all its right, title and interest and all the right, title and interest of any of its official agencies in the radio transmitting and receiving equipments, power plant, and related facilities, including radio links, and replacements therefor and improvements thereto, located at Guiguinto, Bulacan Province. I have the honor to inform you that the provisions of the above-mentioned note are acceptable to the Government of the Republic of the Philippines and that your note

<sup>1</sup> Not printed.

and the present note constitute an agreement between our two Governments, to enter into force on the date of the present note.

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

EMMANUEL PELÁEZ

His Excellency

WILLIAM E. STEVENSON  
*Ambassador of the United States of America  
Manila*

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Agreement  
Voice of America  
Radio Relay Facilities

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In consideration of their mutual interest in furthering international understanding and cooperation by promoting the exchange of information, the Government of the Republic of Liberia and the Government of the United States of America agree as follows:

Article I

The Republic of Liberia grants and extends to the United States of America the right and privilege to construct, operate and maintain radio facilities for the purpose of relaying programs and information in various languages to areas throughout the world.

Article II

These facilities shall consist of the following:

A. A receiving station comprised of receivers, recording and play-back equipment, a power generating plant, antennas, communications and link equipment and other ancillary buildings, installations and equipment.

B. A transmitting station comprised of several transmitters of up to 500 KW power each, a power generating plant, antennas, communications and link equipment and other ancillary buildings, installations and equipment.

C. Such housing, recreation and other facilities as may be necessary to accommodate the personnel employed and their dependents.

(continued...)

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Article III

The Republic of Liberia shall assist the United States of America in the acquisition of the necessary land rights for these facilities.

Article IV

All radio frequencies used for transmission at these facilities shall be submitted to the Republic of Liberia for approval.

Article V

Materials, equipment, parts and supplies, including motor vehicles, may be imported for these facilities or exported free of any customs duties, import or other taxes, or other restriction.

Article VI

The Government of the United States of America is desirous of utilizing Liberian Nationals to the greatest extent possible in connection with the construction, operation and maintenance of these facilities. In furtherance thereof, an employee training program shall be conducted.

Article VII

The Government of Liberia shall afford such import privileges and exemptions from Liberian taxes as may be appropriate with respect to personnel to be employed in connection with the construction, operation, maintenance, and supervision of these facilities. Such privileges and exemptions shall be the subject of a supplemental agreement to be negotiated between the Governments of Liberia and the United States of America.



Article VIII

This agreement is effective upon execution for a period of forty (40) years.

Done at Monrovia, in duplicate this 31<sup>st</sup> day of August A.D. 1959.

For the Government of the  
United States of America

For the Government of the  
Republic of Liberia

Charge d'Affaires ad interim

Acting Secretary of State

KINGDOM OF THAILAND )  
City of Bangkok )  
Embassy of the United States )  
of America, Consular Section )

I, Charles E. Finan, Consul of the United States of America at Bangkok, Thailand, duly commissioned and qualified, do hereby certify that the foregoing copy of a Note to the Minister of Foreign Affairs of the Kingdom of Thailand containing an Agreement Establishing in Thailand a One Megawatt Medium Wave Transmitting Facility, One Receiving Station and One 100 KW Medium Wave Transmitting Facility is a true and Faithful copy of the copy filed in this Embassy, the same having been carefully examined by me and compared with the said copy and found to agree therewith word for word and figure for figure.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Consular Service of the United States of America at Bangkok, Thailand this 13th day of August, 1965.

*Charles E. Finan*  
Consul of the United States of America

of the Kingdom of Thailand,

Bangkok,

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Bangkok, August 11, 1965.

Excellency:

As part of our continuing cooperative effort to secure peace and freedom in Southeast Asia and in the spirit of trust and amity which exists between the Government of the United States of America and the Government of Thailand, discussions have been held between representatives of our respective governments regarding ways to strengthen our individual and joint efforts in the informational and psychological fields.

As a result of these discussions, agreement has now been reached covering the increased use of radio broadcasting for the mutual benefit of our respective governments, as follows:

1. There shall be established as soon as possible in Thailand:
  - (a) A one megawatt medium wave transmitting facility consisting of the required transmitter, power installations, antennas, buildings, housing and other auxiliary installations and equipment. (This facility including all its elements shall hereafter be referred to as "the megawatt station.")
  - (b) One receiving station consisting of required receivers, power installations, recording and playback equipment.

His Excellency

Wornt Chanee,

Minister of Foreign Affairs

of the Kingdom of Thailand

Bangkok.

antennas, buildings, housing and other ancillary installations and equipment. (This facility including all its elements shall hereafter be referred to as "the receiving station.")

(c) One 100 KW medium wave transmitting facility consisting of required transmitter, antennas, building and other ancillary installations and equipment. (This facility including all its elements shall hereafter be referred to as "the 100 KW station.")

2. The Government of Thailand (referred to hereafter as "the RTG") extends to the Government of the United States of America (referred to hereafter as "the USG") and the USG agrees to accept the right to design, construct and install all the above facilities. The parties agree that the USG shall undertake full and final responsibility for all such design, construction and installation and, in addition, for the operation and maintenance of the megawatt station and the receiving station. The parties similarly agree that the RTG shall undertake full and final responsibility for the operation and maintenance of the 100 KW station.

3. The sites for the megawatt and receiving stations shall be as mutually agreed to by the parties, it being understood that within the requirements of effective and economical operation a joint effort will be made to select crown lands for the sites.

The site for the 100 KW station shall be in the vicinity of Chiangmai at a precise location to be similarly selected by the parties.

4. The USG shall be responsible for all costs hereunder except as limited by paragraph 6 and further limited by the following costs for which the RTG has agreed to be responsible:

(a) All costs in connection with the operation and maintenance of the 100 KW station including the costs of (i) all personnel and their housing as may be required and (ii) power,

together with any equipment and installations which may be needed to bring in such power. In addition, the RTG will bear the cost of the building in which the transmitter will be located and such studio buildings and equipment as may be required by the RTG.

If, at the request of the RTG, the USG assigns any of its personnel to advise and assist the RTG during the early stages of the station's operation, then the USG will be responsible for the costs of such assigned personnel.

(b) All land for the megawatt, receiving and 100 KW stations, including any rights of way required for access to the stations, it being understood that in addition to cost, the RTG shall be responsible for acquisition.

(c) One half the cost of any sub-station and transmission lines needed to bring in power for the megawatt station plus that portion of the total cost of power used by the megawatt station which corresponds to the ratio of hours broadcast by the RTG to the total hours of broadcasting on the station. It is understood that the rate payable for all power shall be the lowest available rate.

5. The USG will employ qualified Thai nationals to the greatest extent feasible in the construction of the facilities hereunder and in the operation and maintenance of the megawatt and receiving stations. In this connection, the USG agrees to conduct an employee training program for Thai nationals.

In addition to USG personnel who are assigned to USIS Thailand for work in connection with the facilities hereunder, the USG may find it necessary in the initial stages of testing and operations to bring in USG employed technicians from abroad for a temporary assignment in connection with such facilities. The RTG agrees to allow such technicians to enter and remain in Thailand for such temporary assignment.

6. In furtherance of our joint effort to increase the use of radio broadcasting for the mutual benefit of our respective governments, it is agreed that an expansion and improvement of existing RTG short wave facilities is desirable.

In order to assure an effective expansion and improvement of such facilities, a period of study and analysis is required. It is agreed that the Joint Advisory Committee referred to in paragraph 6 will undertake such study and analysis and, based thereon, will make recommendations to our respective governments.

The USG agrees that it will furnish the equipment recommended by the Joint Advisory Committee, provided the cost to the USG therefor shall not exceed a total of \$250,000. Other than as specifically set forth in the preceding sentence, all costs in connection with the RTG short wave facilities shall be borne by the RTG.

7. In consideration for the undertakings of the RTG hereunder and in recognition of the legal requirements of the RTG, the USG agrees to transfer title to the facilities to the RTG as follows:

(a) At the time the megawatt station becomes operational and upon payment of one (1) baht to the USG by the RTG, title to the megawatt station and the receiving station shall be transferred to the RTG;

(b) Title to the 100 KW station shall be transferred to the RTG when it is completely installed and ready for operation.

(c) Title to short wave equipment furnished pursuant to paragraph 6 shall be transferred to the RTG upon delivery of the equipment to the RTG.

8. In recognition of the desire of our respective governments to assure that maximum advantage is taken of the opportunities the facilities will afford to serve our mutual purposes, a Joint

Advisory Committee (hereafter referred to as "the Committee") shall be promptly formed. Each of our governments will appoint an equal number of representatives to the Committee. The date of the Committee's formation and the arrangements for its chairmanship and its methods and procedures shall be subject to the mutual agreement of our respective governments. Subject only to the requirements of this agreement, the Committee shall explore all ways and means for our governments to help each other give fullest effect to the purposes of this agreement having regard to their respective interests and to the sentiments of their peoples and, towards that end, shall make periodic reviews and recommendations concerning the program being broadcast by our respective governments over the facilities hereunder. It is understood, of course, that ultimate responsibility for the implementation of this agreement rests with our respective governments.

9. The identification of the megawatt station shall be "The Voice of Free Asia" or any other name which the Committee may agree upon.

10. The frequency to be employed by the megawatt station shall be mutually agreed upon and will be assigned to the station by the RTG.

11. The parties agree to share broadcast time on the megawatt station in accordance with the following schedule:

0400 - 0530	USG
0530 - 0900	RTG
1000 - 1830	RTG
1830 - 2000	USG
2000 - 2030	RTG
2030 - 2400	USG

The above times are current Bangkok local times (GMT plus seven hours).

In the event either government elects not to use any of its allocated time periods, the other government may use such period, provided that the relinquishing government may always restate its time period on appropriate notice to the using government.

The Committee may from time to time make recommendations concerning adjustments in the above time period allocation schedule and each government agrees to consider carefully any such recommendation.

The USG shall have the exclusive right to broadcast over the 100 KW station and the short wave facilities referred to in paragraph 6, it being understood that if recommended by the Committee and requested by the RTC, the USG will consider rendering program assistance in connection with such broadcasting.

The USG shall have exclusive use of the receiving station which is required for receiving USG transmissions originating outside of Thailand.

12. Subject to the provisions of paragraph 6, each of the programs to be broadcast over the facilities, including its identification as to source and content, shall be the full responsibility of the government whose allocated time is being used for broadcasting such program. In this connection, each government agrees to consider carefully any recommendation made by the Committee in accordance with paragraph 8.

13. The term of this agreement shall commence upon the date of your reply note accepting the provisions of this note and shall continue for a period terminating fifteen (15) years following the date the megawatt station becomes operational.

The parties agree that during the final year of the term negotiations will be held between them to determine (a) whether and for what period the agreement should be extended; and (b) whether the arrangements set forth in this agreement should be revised. In the event the parties cannot agree, then at any time following the end of the term, either government may give the other written notice of termination to be effective eighteen (18) months following receipt of such termination notice. In the event of such termination, the USG shall have the right to purchase the megawatt and receiving stations and the RTC agrees to sell such stations to the USG for one (1) baht.

14. It is understood that any obligation of the USG under this agreement involving its expenditure of funds is subject to the appropriation of such funds by the Congress of the United States. In this connection, the USG agrees to submit its request to the Congress as soon as possible under USG procedures following the receipt of your acceptance note. The USG agrees that as soon as it secures such appropriation it will notify the RTC of that fact.

15. It is understood that all materials, equipment and supplies, including spares and replacements, required in connection with the design, construction, installation, operation and maintenance of the facilities hereunder will be permitted to enter and, when no longer required, to leave Thailand free of any duty, tax or similar levy; provided, however, that applicable duties, taxes and levies shall be payable with respect to construction and installation materials, equipment and supplies which have been used while in Thailand for purposes other than those contemplated hereunder.



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16. In order to assure the successful implementation of this mutually advantageous agreement, the parties agree that all questions arising hereunder will be settled by direct negotiations between them.

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

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

Graham Martin

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Bangkok, July 31, 1968

Dear Excellency,

I have the honour to refer to the agreement concerning the megawatt radio station concluded by the Exchange of Notes dated August 11, 1965, between the Thai Government and the United States Government. In implementation of the agreement, a 100 KW radio transmitting station has been constructed at Tambol Bau Klang, Amphur Muang, Changwat Lamphun.

Pursuant to the provisions of Article 7, Section b, of the said agreement, and acting on behalf of the United States Government, I have the honour to transfer the title of the 100 KW station to Your Excellency, acting on behalf of the Royal Thai Government.

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

*Leonard Unger*  
Leonard Unger  
Ambassador of the United States  
of America

Received for the Royal Thai Government:

*T. Kittikachorn*  
Thanom Kittikachorn  
Prime Minister

His Excellency  
Field Marshal Thanom Kittikachorn  
Prime Minister of the Kingdom of Thailand  
Bangkok