

May 12, 1947

**AGREEMENT BETWEEN THE REPUBLIC OF THE PHILIPPINES AND
THE UNITED STATES OF AMERICA REGARDING COAST AND
GEODETIC SURVEY AND TRAINING PROGRAMME**

Note: The Agreement entered into force, May 12, 1947.

Reference: This Agreement is also published in I DFA TS No. 3, p. 127
and 16 UNTS, p. 109.

WHEREAS, the Government of the United States of America has enacted Public Law 370-79th Congress, approved April 30, 1946, known as the Philippine Rehabilitation Act of 1946, whereof Section 310, entitled "Coast and Geodetic Surveys," provides:

"The Coast and Geodetic Survey of the Department of Commerce is authorized to continue, until June 30, 1950, the survey work which was being conducted by it in the Philippines prior to December 7, 1941. The Director of the Coast and Geodetic Survey is authorized to train not exceeding twenty Filipinos each year prior to July 1, 1950, to be designated by the President of the Philippines subject to the provisions of section 311 (c), in order that they may become qualified to take over and continue such survey work on and after July 1, 1950, and to pay all expenses incident to their temporary employment and training," and

WHEREAS, the Government of the Republic of the Philippines is desirous of availing itself of the benefits, facilities and services which are authorized by the above-quoted Section 310 of the said Public Law 370-79th Congress;

THEREFORE, the Government of the Republic of the Philippines and the Government of the United States of America have decided to conclude an agreement for the foregoing purposes and have mutually agreed as follows:

ARTICLE I

The responsible agent of the Government of the United States of America for effectuating the provisions of this Agreement shall be the Director of the United States Coast and Geodetic Survey of the Department of Commerce, hereinafter referred to as the States Director. The United States Director may delegate to a duly authorized representative all or any part of his authority for effectuating the provisions of this Agreement. The duties, functions and powers exercised in the Republic of the Philippines under the terms of this Agreement by the United States Director, or his duly authorized representative, shall be under the general supervision of the United States Ambassador accredited to the Government of the Republic of the Philippines or, in the absence of the Ambassador, of the Charge d'Affaires ad interim of the United States of America. The United States Director, or his duly authorized representative, may negotiate and conclude any working agreements necessary for carrying out the provisions of this Agreement.

The responsible agent of the Government of the Republic of the Philippines for effectuating the provisions of this Agreement shall be the Director of the Bureau of Coast and Geodetic Survey of the Department of National Defense, hereinafter

referred to as the Philippine Director. The Philippine Director may delegate to an officer or employee of the Bureau of Coast and Geodetic Survey of the Department of National Defense all or any part of Ms authority for effectuating the provisions of this Agreement. The Philippine Director, or his authorized representative, shall be the representative of the Government of the Republic of the Philippines in the negotiation and conclusion of all working agreements necessary for carrying out the provisions of this Agreement.

The United States Director and the Philippine Director shall cooperate in every way possible to carry out the spirit and purpose of this Agreement.

ARTICLE II

The United States Director shall assign one commissioned officer of the United States Coast and Geodetic Survey of the Department of Commerce who shall perform the duties of Director of Coast Surveys, Manila Field Station, United States Coast and Geodetic Survey.

The Director of Coast Surveys, Manila Field Station, shall act as adviser on Coast and Geodetic Surveys to the President of the Republic of the Philippines and also direct the office and field operations of all personnel paid with United States Government funds. Other Coast and Geodetic Survey commissioned officers and Civil Service personnel may, pursuant to the purposes of this Agreement, be assigned to duty in the Republic of the Philippines and shall serve under the Director of Coast Surveys, Manila Field Station. The organization of the Philippine Bureau of Coast and Geodetic Survey is to be determined entirely by the Republic of the Philippines.

The United States Coast and Geodetic Survey of the Department of Commerce shall assume financial responsibility for manning, repairing and operating. one survey vessel, the "TULIP."

The United States Coast and Geodetic Survey shall conduct surveying operations in the Republic of the Philippines and instruct Philippine personnel in the Republic of the Philippines in United States Coast and Geodetic Survey techniques-of surveying, mapping and charting.

Original hydrographic, topographic, triangulation and leveling records and accompanying surveys and reports made by the United States Coast and Geodetic

Survey under the terms of this Agreement will become the property of the Government of the Republic of the Philippines, and the United States Coast and Geodetic Survey will retain, or be provided with, three photolithographic copies of all triangulation, air photo, topographic, tidal, magnetic, photogrammetric, leveling, hydrographic and other surveys and one copy of each descriptive report. The United States Coast and Geodetic Survey will print charts of the Republic of the Philippines for the Philippine Bureau of the Coast and Geodetic Survey until the latter is in position to assume responsibility for the operation.

ARTICLE III

The United States Director shall provide for the temporary employment and training during the period of this Agreement of not to exceed twenty (20) citizens of the Republic of the Philippines each year in surveying, mapping, charting and related