

No. 9687

**UNITED STATES OF AMERICA
and
COLOMBIA**

Exchange of notes constituting an agreement referring to the technical-economic feasibility investigations and studies of the possibility of constructing an interoceanic sea-level canal through Colombian territory (with memorandum of record). Bogotá, 25 October 1966

Authentic texts: English and Spanish.

Registered by the United States of America on 2 July 1969.

**ÉTATS-UNIS D'AMÉRIQUE
et
COLOMBIE**

Échange de notes constituant un accord relatif aux recherches et études techniques et économiques entreprises en vue de la construction éventuelle d'un canal interocéanique au niveau de la mer traversant le territoire colombien (avec mémorandum). Bogotá, 25 octobre 1966

Textes authentiques: anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 2 juillet 1969.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
COLOMBIA REFERRING TO THE TECHNICAL-
ECONOMIC FEASIBILITY INVESTIGATIONS AND
STUDIES OF THE POSSIBILITY OF CONSTRUCTING
AN INTEROCEANIC SEA-LEVEL CANAL THROUGH
COLOMBIAN TERRITORY

I

The American Ambassador to the Colombian Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 242

Bogotá, October 25, 1966

Excellency:

I have the honor to refer to the conversations that I have been having with Your Excellency in regard to the technical-economic feasibility investigations and studies of the possibility of constructing an interoceanic sea-level canal through Colombian territory.

In those conversations we have agreed that it is opportune and desirable to renew and amplify the permission and facilitative assistance previously granted to the Government of the United States of America, so that a Commission of my Government, with the participation of Colombian technical personnel, may continue and intensify the investigations and studies to determine the most adequate route, the methods of construction, and the cost of the possible interoceanic sea-level canal, in accordance with the following conditions.

Article I

The Government of the Republic of Colombia authorizes the Government of the United States of America to carry out, with the participation of Colombian technical personnel as provided below, such site surveys, mapping and other investigations and studies, together with economic and financial studies, in the region of the Atrato, Truandó and Curiche Rivers, as may be necessary to determine the feasibility of the construction of a sea-level canal connecting the Atlantic and Pacific Oceans, the most suitable route, the best methods of construction, and the cost thereof.

¹ Came into force on 25 October 1966 by the exchange of the said notes.

In the activities referred to in this article, such Colombian agencies and technical experts as the Government of the Republic of Colombia may, in cooperation with the representative of the Government of the United States of America referred to in Article VI, designate in due course shall participate, in the understanding that this Colombian participation shall in no way obligate the Government of the Republic of Colombia with respect to subsequent studies or works relating to the feasibility of constructing the interoceanic canal.

Article II

The Government of the Republic of Colombia will permit and facilitate the entry, movement, and departure of personnel and of the supplies, equipment, vehicles, aircraft, and, within the framework of the legal system in force, vessels, required for the aforementioned investigations and studies, and will accord similar treatment to movement of the data and samples obtained in the investigations and studies.

In connection with the property and equipment referred to above, the personnel referred to above and their personal effects, by Government of the Republic of Colombia through the agency of the Ministry of Finance and Public Credit will arrange for the application of the exemptions enumerated in Law 157 of December 24, 1959, and Law 24 of May 22, 1959.

The Government of the Republic of Colombia may permit, in accordance with the applicable legislation, the disposal of property brought into the country under the terms of this exchange of notes.

Article III

Goods and services may be procured and labor, technical experts and contractors may be employed in the Republic of Colombia as may be necessary for the investigations and studies, under the system of juridical equality between nationals and aliens established in the Constitution and laws of Colombia, and under conditions no less favorable than those applicable to agencies of the Government of the Republic of Colombia.

Article IV

The funds used for purposes of the investigations and studies may be converted into Colombian currency at the most favorable rate of exchange permitted by law.

Article V

The investigations and studies may be commenced on the date of this exchange of notes and will be completed within five years of that date, but an additional five years shall be allowed for the completion of investigations and studies in progress at the end of the five year period.

Article VI

The Government of the Republic of Colombia and the Government of the United States of America will each appoint one representative to conclude the detailed arrangements required for the proposed purposes, including those relating

to the permission and facilitative assistance referred to in Article II, to the number and remuneration of the Colombian agencies and technical experts that may participate in the investigations and studies, and to the nature of the participation to be rendered by the Colombian agencies and technical experts.

Article VII

The Government of the Republic of Colombia will make available to the Government of the United States of America, without cost to the latter, all facilities for attaining the objectives sought, especially with regard to the utilization of such public and private property as may be necessary for those purposes, in the understanding that the Government of the United States of America will be exempt from all liability for claims relating to the acquisition and utilization of such private property for the investigations and studies.

The Government of the United States of America agrees to bear the cost of the site surveys, mapping, and other investigations and studies, and to make available to the Government of the Republic of Colombia all data of the investigations and studies obtained in the Republic of Colombia.

The Government of the United States of America agrees to pay just and reasonable compensation for *bona fide* claims of persons who are nationals or inhabitants of the Republic of Colombia for injury or damage, loss, or destruction of property, except as provided above, or for injury, work accidents, death, and other losses of persons engaged in the investigations and studies pursuant to Article III.

Article VIII

The Government of the United States of America agrees that all buildings or other permanent structures left at the survey or supporting sites at the conclusion of the proposed activities will become the property of the Government of the Republic of Colombia without any cost to it, and the Government of the Republic of Colombia will hold the Government of the United States of America harmless with respect to any claims from third parties that may arise in this connection.

Article IX

The Government of the Republic of Colombia and the Government of the United States of America will cooperate in taking appropriate measures for the protection of the personnel and property used for the investigations and studies.

Article X

A group of Colombian and United States physicians will study matters of safety and health along the route of study and prepare a plan of preventive medicine for the area.

Article XI

Whenever a person engaged in the investigations and studies, who is not a national of or normally resident in Colombia, is prosecuted under the jurisdiction of the Republic of Colombia, such person shall have the rights of Colombian nationals under the Constitution and laws of Colombia, which grant aliens the same