

No. 811

**UNITED STATES OF AMERICA
and
PANAMA**

**Exchange of notes constituting an agreement relating to
the installation and operation of a certain communi-
cations cable. Panama, 31 March 1949**

Official texts : English and Spanish.

Registered by the United States of America on 26 May 1950.

**ÉTATS-UNIS D'AMÉRIQUE
et
PANAMA**

**Echange de notes constituant un accord relatif à l'installa-
tion et à l'exploitation d'un câble de communications.
Panama, 31 mars 1949**

Textes officiels anglais et espagnol.

Enregistré par les Etats-Unis d'Amérique le 26 mai 1950.

No. 811. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF PANAMA RELATING TO THE INSTALLATION AND OPERATION OF A CERTAIN COMMUNICATIONS CABLE. PANAMA, 31 MARCH 1949

I

The American Ambassador to the Panamanian Minister of Foreign Affairs

No. 145

Panama, March 31, 1949

Excellency :

I have the honor to refer to the civil aviation agreement between the United States of America and the Republic of Panama signed at Panama City on March 31, 1949² Article XIV of this agreement states that, " The Government of the United States of America will make available a certain communications cable for use in connection with operations at Tocumen National Airport, Panama City and the Canal Zone, according to terms and conditions concerning the installation, operation and maintenance of this cable for commercial as well as official use, which will be determined by an exchange of notes entered into this day between the Government of the Republic of Panama and the Government of the United States of America ".

Upon notification to my Government of the ratification by the Government of the Republic of Panama of the general aviation agreement, the Government of the United States of America will furnish the said communications cable under the following terms and conditions :

(1) The Government of the United States of America is the owner of 16 miles of 100 pair subterranean and submarine cable and 2 miles of 50 pair subterranean and submarine cable (hereinafter referred to as " the cable "). The Government of the United States of America and the Government of the Republic of Panama agree that the cable shall be installed between Albrook Air Force Base and Tocumen National Airport, and shall remain there for a period of fifteen years from the date of this agreement. Upon

¹ Came into force on 14 April 1949, by the exchange and according to the terms of the said notes, the notice of ratification of the Aviation Agreement of 31 March 1949 by the Government of the Republic of Panama having been given on that date to the Government of the United States of America.

² See page 87 of this volume.

the expiration of said fifteen-year period, the Government of the United States of America shall have the right to remove or otherwise dispose of the cable. If, however, at the end of said fifteen-year period, both Contracting Parties are agreeable thereto, the terms of this agreement shall be extended for an additional ten years. As long as this agreement shall be in effect, the cable shall remain the property of the Government of the United States of America, and shall not be subject to taxes of any kind imposed by the Government of the Republic of Panama.

(2) The Government of the United States of America shall prepare technical specifications for the installation of the cable and shall provide technical supervision of the installation thereof. The Government of the United States of America shall itself perform any and all operations connected with splicing, loading and termination of the cable with respect to said installation, and shall provide all equipment and materials necessary for such operations. The Contracting Parties agree that such loading and terminal equipment shall be considered a part of the cable, and shall be subject to all provisions of this agreement which apply to the cable. The Government of the United States of America undertakes to exercise its best efforts to maintain the cable in operating condition for and during the term of this agreement. The Government of the United States of America may designate agents to perform the aforesaid work on its behalf, but agrees to establish technical standards and provide technical supervision of any such agents in the performance of the said work, and any such agents shall comply with such standards and supervision. The Government of the United States of America shall bear only the expenses involved in the following operations :

- (a) Preparation of technical specifications for the installation of the cable.
- (b) Technical supervision of the installation of the cable.
- (c) Splicing, loading and termination operations.
- (d) Equipment and materials necessary for splicing, loading and termination.

(3) The Government of the Republic of Panama shall, except as hereinabove stated, install the cable in accordance with the technical specifications and technical supervision of the Government of the United States of America. The Government of the Republic of Panama shall bear the expense of the said installation of the cable except as hereinabove recited.

(4) The Government of the United States of America shall have the right to replace all or any part of the cable during the term of this agreement, provided, however, that the Government of the United States of America be under no duty to replace all or any part thereof. Should there be a