

No. 2214

**UNITED STATES OF AMERICA
and
AUSTRALIA**

**Exchange of notes constituting an agreement relating to
technical assistance in connection with the proposed
Snowy Mountains Hydroelectric Authority. Wash-
ington, 16 November 1951**

D: inscrite
Official text: English.

Registered by the United States of America on 3 July 1953.

**ÉTATS-UNIS D'AMÉRIQUE
et
AUSTRALIE**

**Échange de notes constituant un accord relatif à la fourni-
ture d'une assistance technique en ce qui concerne les
travaux envisagés par la Snowy Mountains Hydro-
electric Authority. Washington, 16 novembre 1951**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 3 juillet 1953.

No. 2214. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND AUSTRALIA RELATING TO TECHNICAL ASSISTANCE IN CONNECTION WITH THE PROPOSED SNOWY MOUNTAINS HYDROELECTRIC AUTHORITY. WASHINGTON, 16 NOVEMBER 1951

I

The Acting Secretary of State to the Australian Ambassador

DEPARTMENT OF STATE
WASHINGTON

November 16, 1951

Excellency :

I have the honor to refer to discussions which have recently taken place between officials of the Government of the United States of America and the Government of Australia with regard to the request of the Government of Australia that it be furnished with training and other technical services by the Government of the United States, primarily in connection with proposed projects of the Snowy Mountains Hydroelectric Authority.

I am pleased to state that the Bureau of Reclamation, United States Department of the Interior, is ready to make available such personnel, equipment, and facilities as may be required to furnish appropriate technical services to the Snowy Mountains Hydroelectric Authority and to conduct a cooperative training program for selected Australian engineers. In this connection, I transmit herewith the text of a proposed agreement between the Government of the United States of America, represented by the Bureau of Reclamation, and the Government of Australia, represented by the Snowy Mountains Hydroelectric Authority, with regard to policies and procedures for the contemplated program of training and other technical services.

The terms of the enclosed agreement are satisfactory to the Government of the United States of America. If the agreement is acceptable also to the Government of Australia I should appreciate receiving a note from Your

¹ Came into force on 16 November 1951, by the exchange of the said notes.

Excellency to that effect, in order that the agreement may be signed by officials of the Bureau of Reclamation and the Snowy Mountains Hydroelectric Authority.

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

James E. WEBB

Acting Secretary of State

Enclosure :

Text of agreement.

His Excellency the Honorable P. C. Spender, K. C.
Ambassador of Australia

II

The Australian Ambassador to the Acting Secretary of State

AUSTRALIAN EMBASSY
WASHINGTON, D. C.

16th November, 1951

Sir,

I have the honour to acknowledge receipt of your note of to-day's date in relation to the conversations which have recently taken place between officials of the Government of Australia and the Government of the United States of America regarding the request of the Government of Australia that it be furnished with training and other technical services by the Government of the United States, primarily in connection with proposed projects of the Snowy Mountains Hydro-Electric Authority.

I welcome your advice that it has been determined that the Bureau of Reclamation, United States Department of the Interior, is ready to make available such personnel, equipment, and facilities as may be required to conduct a co-operative training programme for selected Australian engineers and to furnish appropriate technical services to the Snowy Mountains Hydro-Electric Authority.

The Government of Australia accepts the proposed agreement with regard to policies and procedures for the contemplated programme of training and other technical services, the text of which was transmitted with your note.

May I express on behalf of the Government of Australia, its appreciation for the co-operation and assistance of the Government of the United States in making possible the completion of this agreement.

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

Percy C. SPENDER
Ambassador

The Honourable James E. Webb
Acting Secretary of State of the United States
Washington, D. C.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE COMMONWEALTH OF AUSTRALIA FOR THE SERVICES OF THE BUREAU OF RECLAMATION FOR THE TRAINING OF SELECTED AUSTRALIAN ENGINEERS AND FOR TECHNICAL ASSISTANCE IN CONNECTION WITH THE PROPOSED PROJECTS OF THE SNOWY MOUNTAINS HYDROELECTRIC AUTHORITY

THIS AGREEMENT, made this Sixteenth day of November, 1951, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, hereinafter referred to as the Reclamation Laws, and other acts of the Congress, particularly Public Law 402, 80th Congress, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Commissioner of the Bureau of Reclamation, and the COMMONWEALTH OF AUSTRALIA, hereinafter referred to as the Commonwealth, represented by the Snowy Mountains Hydroelectric Authority, a corporation constituted under the Snowy Mountains Hydroelectric Power Act of 1949 (No. 25 of 1949) of the Commonwealth, hereinafter referred to as the Authority.

WITNESSETH THAT :

WHEREAS, the Snowy Mountains Hydroelectric Power Act of 1949 (No. 25 of 1949) of the Commonwealth provides for the construction and operation of works for the generation of hydroelectric power in the Snowy Mountains Area because the Commonwealth has determined that additional supplies of electricity are required for the purposes of defence works and the establishment of further defence undertakings will require additional supplies of electricity; that provision should be made now to enable increased supplies of electricity to be immediately available in time of war; that the consumption of electricity in the Australian Capital Territory and, in particular, at the Seat of Government within that Territory, is increasing and is likely to continue to increase; that the generation of additional supplies of electricity should be undertaken in such an area and in such a manner as to be least likely to suffer interruption in time of war; and that provision should be made now for the generation of electricity by means of hydroelectric works in the Snowy Mountains Area; and

WHEREAS, by reason of the foregoing, the Commonwealth desires to enter into a cooperative program of technical training and assistance with the United States whereby selected Australian engineers will receive technical training to fit them for duties of higher professional engineering responsibility, and to the extent deemed practicable and feasible by the parties hereto, such training and assistance will include, but not be limited to, the study of engineering data, the performance of engineering investigations, including testing of materials, soils, and hydraulic and other models, and the preparation of designs, drawings and specifications for construction and for procurement and installation of equipment, primarily in connection with the proposed Adaminaby-Tumut Tunnel, the Upper Tumut works, and other works and projects of the Snowy Mountains Hydroelectric Authority; and

WHEREAS, the Bureau has, in connection with its activities under Reclamation Laws, the necessary personnel, equipment, and facilities for a cooperative training program and for extensive engineering studies of the technical aspects of reclamation and hydroelectric construction work and is desirous of obtaining the benefits of cooperation with engineers of Australia and participation in projects which present varied and intricate engineering problems.

NOW, THEREFORE, the parties hereto mutually agree as follows :

1. To the extent that funds are advanced by the Commonwealth as hereinafter provided, the Bureau will make available such personnel, equipment and facilities as may be required to carry out a cooperative training program and to collaborate in studying engineering data, conducting investigations, testing materials and soils, constructing and testing hydraulic and other models, preparing designs, drawings and specifications, conferring on technical engineering problems both in the Commonwealth and in the United States, and performing such related services as may be requested by the Commonwealth, primarily in connection with the planning and design of the works and projects of the Snowy Mountains Hydroelectric Authority : *Provided*, That such services by the Bureau shall not conflict with or supersede its work under the Reclamation Laws.

2. In order cooperatively to attain the objectives contemplated by this Agreement, the Bureau will offer technical training to certain Australian engineers who will from time to time be designated by the Authority and will be approved in advance by the Bureau as to their qualifications. Applications for training will be submitted through diplomatic channels in order that administrative arrangements for trainees, under this and other agreements, will be uniform. The Bureau before determining the type and scope of training and the duties to be undertaken by such engineer trainees will confer with the Authority. No living accommodations will be furnished to said engineer trainees nor will they be paid any amount by the United States or by the Bureau for salaries, subsistence, lodging, travel or for any other expenses.

3. The Commonwealth will maintain in Denver, Colorado, one liaison engineer as official representative for the Authority who will coordinate technical phases of the work being performed hereunder, including the training program, and also, for such period of time as is mutually agreed on between the Bureau and the Authority, one administrative officer who, under the direction of the liaison engineer, shall be responsible for all administrative matters related to the maintenance and well-being of such engineer trainees as are assigned to training duty in the United States.

4. The Bureau, in consultation with the liaison engineer of the Authority, will determine the date or dates essential data are needed by the Bureau. The Commonwealth specifically agrees to maintain a flow from the Authority to the Bureau of field data, results of investigations and other relevant information in order that the services of the Bureau may be planned and performed in an orderly and efficient manner. The Bureau will also, in consultation with the liaison engineer of the Authority, determine

the requirements for sending selected Bureau personnel to Australia to confer with the Authority on work being performed by the Bureau.

5. The Commonwealth will pay in United States money the entire cost of services performed, and expenses incurred, by the Bureau excluding the value of services performed by Australian engineer trainees, liaison engineers, and administrators. Within sixty (60) days after the execution of this agreement the Authority will notify the Bureau concerning the nature and scope of the training and technical services which it is desired that the Bureau perform under this agreement during the ensuing year. Thereupon the Bureau will determine the amount estimated to be sufficient to cover the costs of the services the Bureau is requested to perform for the first year's operation under this agreement, and the date on which such services can be commenced. Within sixty (60) days after receipt from the United States by the Commonwealth of notification of the date as of which work can be commenced and the estimate above referred to, the Commonwealth will advance to the United States in United States dollars the amount of the Bureau's estimate. The cost of the Bureau's services shall include a special overhead charge of five-hundred dollars (\$500) for each full year or fraction of a year this agreement remains in effect. Said advance will also include the sum of six hundred and eighty-five dollars (\$685.00) for each engineer trainee to be assigned for training under paragraph 2 above, which amount will cover one year of training, prorated for fractions thereof. The Bureau will draw upon this total advance for the costs of Bureau personnel and services during the first year of work hereunder, such costs to be computed in the same manner as is done for Bureau projects. The Bureau's determination of the costs of all work hereunder shall be conclusive and binding on the parties hereto. The United States will submit to the Commonwealth quarterly statements of transfers or withdrawals from this account. At least ninety (90) days prior to the expiration of one year following the initial advance by the Commonwealth, the Authority will notify the Bureau concerning the nature and scope of the training and technical services which it is desired that the Bureau perform under this agreement for the ensuing year and the United States will submit to the Commonwealth its estimate of the additional sum of money required to perform such services said estimate to include the recurring special overhead charge of five-hundred dollars (\$500.00) and the sum of six hundred and eighty five dollars (\$685.00) for each engineer trainee to be assigned. Prior to the commencement of the ensuing year, the Commonwealth will advance to the United States a sum of money sufficient to satisfy this estimate. This procedure will be followed each year thereafter until this Agreement is terminated: *Provided*, That if at any time it shall appear that the sums advanced by the Commonwealth will be exhausted before the expiration of the current year, the United States will submit a further estimate for the balance of the year, and, within sixty (60) days after such submittal, the Commonwealth will advance the sum of money required to satisfy such estimate. The failure of the Commonwealth to advance additional sums of money in accordance with the foregoing provisions may result in cessation of the work by the Bureau until the said additional sums have been advanced: *Provided*, That the engineer training program will be continued, if the parties hereto agree, to the extent that funds theretofore or thereafter deposited by the Commonwealth for training purposes are unexpended.

6. Upon completion of appropriate phases of the work hereunder the Bureau will submit to the Authority the results thereof, in report form or as otherwise agreed to by the Bureau and the Authority. If the results are not submitted within a reasonable period after the commencement of any particular phase of the work under this Agreement, the Commonwealth may ask for a redefinition or revision of the terms under which the work will be completed. If these terms are not satisfactory, the Commonwealth may elect to terminate the Agreement.

7. This Agreement shall not be construed as constituting any commitment, representation or assurance whatsoever by the United States to supply needed material and equipment or to grant priority assistance in the obtaining of necessary materials, supplies and equipment, or that it will assist in the financing of any projects of the Commonwealth.

8. This Agreement may be terminated or suspended in whole or in part for a definite or indefinite period by either party by giving to the other party ninety (90) days' written notice of such termination or suspension. In the event of termination or suspension by either party, any balance of funds then unexpended or not committed for expenditure, which have been advanced pursuant to paragraph 5 of this Agreement, shall be returned to the Commonwealth or the Commonwealth shall be billed for any monies due, as the case may be.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Commonwealth of Australia :
T. A. LANG
Associate Commissioner,
Snowy Mountains Hydroelectric
Authority

United States of America :
G. W. LINEWEAVER
Acting Commissioner of the
Bureau of Reclamation