

No. 3844

ITALY
and
ETHIOPIA

Agreement (with annexes and exchange of notes) concerning the settlement of economic and financial matters issuing from the Treaty of Peace and economic collaboration. Signed at Addis Ababa, on 5 March 1956

Official text: English.

Registered by Italy on 15 May 1957.

ITALIE
et
ÉTHIOPIE

Accord (avec annexes et échange de notes) concernant le règlement des questions économiques et financières découlant du Traité de paix et la collaboration économique. Signé à Addis-Abéba, le 5 mars 1956

Texte officiel anglais.

Enregistré par l'Italie le 15 mai 1957.

No. 3844. AGREEMENT¹ BETWEEN ITALY AND ETHIOPIA
CONCERNING THE SETTLEMENT OF ECONOMIC AND
FINANCIAL MATTERS ISSUING FROM THE TREATY OF
PEACE² AND ECONOMIC COLLABORATION. SIGNED
AT ADDIS ABABA, ON 5 MARCH 1956

The High Contracting Parties : the Government of the Italian Republic, the Imperial Ethiopian Government,

In a spirit of friendship,

In order to provide for the settlement of all economic and financial questions resulting from the provisions of the Treaty of Peace of 10th February, 1947,²

To remove all obstacles to the development of friendly relations between the two countries, and

To promote such development as well as economic cooperation,

Have agreed together as follows :

Article I

(a) The Italian Government undertakes that not later than forty-five days following the entry into force of this Agreement, the Banca d'Italia shall open a non-interest-bearing account in favour of the Imperial Ethiopian Government to be operated by the Ministry of Finance of said Government or such nominees or agents as it may, from time to time, designate. The High Contracting Parties authorize, respectively, the Banca d'Italia and the State Bank of Ethiopia to determine, by an exchange of letters to be appended hereto³ immediately following signature of this Agreement, the conditions for the operation of said account. Said account shall be entitled the Italo-Ethiopian Collaboration Account and is hereinafter designated as "Account I". The Italian Government shall effect deposits in Account I to a total of U. S. Dollars 16,300,000 (Sixteen Million Three Hundred Thousand United States Dollars) in accordance with the following agreed schedule :

On the opening of Account I, U. S. Dollars 5,300,000 ;

Within one year of the entry into force of this Agreement, U. S. Dollars 4,000,000 ;

¹ Came into force on 4 July 1956, upon the exchange of the instruments of ratification at Addis Ababa, in accordance with article VIII.

² United Nations, *Treaty Series*, Vols. 49 and 50.

³ See p. 216 of this volume.

Within two years of the entry into force of this Agreement, U. S. Dollars 3,000,000 ;

Within three years of the entry into force of this Agreement, U. S. Dollars 3,000,000 ;

Within four years of the entry into force of this Agreement, U. S. Dollars 1,000,000.

For the purpose of this Agreement, the term "United States Dollar" shall mean the United States Dollar at its gold parity on 1st July, 1946, i. e. U. S. Dollars 35 for one ounce of gold. This definition, with its consequent obligation, shall not apply after the expiration of the fifth year following the entry into force of this Agreement.

(b) The Italian Government further undertakes that upon receipt by the Banca d'Italia of instructions to pay given by the Ministry of Finance of the Imperial Ethiopian Government, its nominees or agents as above provided, issued in favour of Italian individuals, firms, or companies, who, pursuant to this Agreement, are :

- 1) under contract with the Imperial Ethiopian Government, or
- 2) under sub-contract with such individuals or firms, or

3) are supplying either Italian materials, equipment, other merchandise and services, or raw materials to any of the foregoing for the completion of the projects listed in Article III hereinafter (such Italian firms, individuals and companies to be hereinafter designated as "the Italian firms"), the Banca d'Italia shall effect payment to the Italian firms in the full amount of the payment orders within the limits of the balances in Account I. Said payment orders may be issued only for the execution of the contracts concluded for the projects provided for in Article III of this Agreement. After the conclusion of the contracts provided for in Article III, said payment orders may be issued in advance of performances by, and of purchases, leasings or acquisitions of materials, equipment or services by or for the Italian firms under contract with the Imperial Ethiopian Government.

All performances of the obligations of the present Article shall be independent of the obligations and performances hereinafter provided for in this Agreement.

Article II

(a) In order to assure the free utilization of the funds in Account I, the Italian Government undertakes for the period of five years from the entry into force of the present Agreement in respect of each contract concluded under Article III (a) hereinafter, to ensure that the Banca d'Italia shall honour all payment orders based on such contracts and to issue for each such contract all requisite permits, licenses and other authorizations.

(b) Without limitation of the foregoing, the Italian Government undertakes for the period of five years from the entry into force of the present Agreement :

1) to grant or cause to be granted, and to assure the free utilization under any and all circumstances, present or future, of all export licenses, allocations or priorities necessary for the execution of the programs provided for in Article III ;

2) not to impose or allow to be imposed any discriminatory pricing procedures or any measures which have the effect, irrespective of intention, of limiting, restricting or prohibiting the export to Ethiopia of goods or services supplied in execution of the program provided for in Article III ;

3) to consider all payments from Account I as payments in free foreign exchange for export ;

4) without derogation to the U. S. Dollar gold parity provided for in Article I, to apply for the conversion into Italian Lire of the U. S. Dollar amounts of the orders issued on Account I the most favourable U. S. Dollar buying rate, which, according to present or future Italian foreign exchange laws and regulations, will be applied in Italy to the remittances in favour of Italian exporters ;

5) to effect in Account I net after taxes, deposits totalling U. S. Dollars 16,300,000 ;

6) to adopt suitable measures in order to assure that the Imperial Ethiopian Government should not support increases in prices, nor support increases in costs or charges in connection with the goods and/or services contracted for the execution of the programs provided for in Article III hereinafter, and payment or reimbursement of which by the Imperial Ethiopian Government is asked for by the Italian firms alleging modifications introduced into the Italian export fiscal treatment after the entry into force of the present Agreement.

To that end, and, without limitation to the foregoing, in order to establish the amounts involved, the Imperial Ethiopian Government will inform the Italian Government of any request for increased prices put forward by the Italian firms for the goods and/or services contracted for ; each request shall be examined, taking also into account any other direct or indirect fiscal advantages which may derive to the Italian firms in connection with the aforesaid modifications introduced after the entry into force of the present Agreement.

(c) To this end and in order to assure prompt performance of contracts made pursuant to this Agreement, the Italian Government undertakes to grant or cause to be granted the necessary priorities and/or allocations of raw materials to "the Italian firms" with respect to the projects defined in Article III hereof and will grant or cause to be granted such import and foreign exchange licenses as may be necessary for the importation into Italy of raw materials needed for the fulfilment of such contracts.

(d) All imports into Ethiopia of materials and equipment for the purposes of the projects provided for in Article III, shall be free from all customs taxes and import charges excepting statistical and reporting charges. All materials and equipment may be reexported under the same conditions, or, if duly authorized, may be disposed of in Ethiopia, subject to the payment of the usual customs taxes and charges.

Article III

(a) For the purpose of procuring the completion with Italian goods and services of the projects listed in paragraphs (b), (c), (d) and (e) of the present Article and to the extent of the funds provided for in Article I, the Imperial Ethiopian Government will enter into a contract or contracts with the Italian firms of the Imperial Ethiopian Government's own choice with such contract terms and conditions as may seem desirable to the Imperial Ethiopian Government, including, as may be necessary, contract commitments for the provision of products or services unavailable in Italy and indispensable for the completion of the projects listed in paragraphs (b), (c), (d) and (e) hereinafter. In case the Italian firms should not perform said contracts in whole or in part, or, in the situations provided for in paragraphs (d) and (e) herein, the Imperial Ethiopian Government shall, in accordance with the provisions to be established to that end in said contracts, have the right to conclude contracts with other Italian individuals, firms or companies to the extent that such aforesaid contracts may be unperformed, in which case such other Italian individuals, firms or companies and the contracts concluded therewith, shall, for the purpose of the present Agreement, be substituted for the aforementioned Italian firms and contracts.

(b) Unless subjected to one or more of the certifications provided for in paragraph (d) hereinafter, the project to be undertaken and insofar as possible completed during the first three years from the entry into force of the present Agreement, without prejudice to the possibility of the simultaneous execution of projects provided for in (c) hereinafter, and pursuant to the provisions hereinafter established to that end, is :

The construction at Koka on the Awash River of a dam and hydro-electric power plant and delivery and installation of all machinery and equipment therefor and power transmission lines therefrom to Addis Ababa and, if the Imperial Ethiopian Government so determines, to Dire Dawa and Harar.

(c) Unless subjected to one or more of the certifications provided for in paragraph (d) hereinafter, the projects to be completed within five years from the entry into force of the present Agreement, to the extent of the funds remaining unassigned in Account I after decision on the bids submitted on the project, described in paragraph (b) above, or, in the event that the said project should be subjected

to such certification, then, to an extent, not exceeding U. S. Dollars 4,000,000 of the funds provided for in Article I, are :

1) The construction, fitting and delivery to Massawa of ships and marine equipment as may be specified by the Imperial Ethiopian Government, and/or

2) The construction in Ethiopia of a cotton textile factory and the delivery and installation of all machinery and equipment therefor.

(d) In the event that the Imperial Ethiopian Government certifies :

1) that the acceptable bid or bids submitted by the proposing Italian firm or firms for the completion of any one of the projects above require an expenditure of more than the total of deposits as provided in Article I, or

2) that the said acceptable bid or bids total more than 10 percent above the total of the recognized world costs for constructing any of such projects, or

3) that a project has become technically or materially impossible to execute or complete except by exceeding the limits of the total of deposits as provided in Article I, or

4) that specific products or services indispensable for the completion of any of the said projects are not available in Italy and that the consequent foreign exchange authorizations by the Italian Government are not forthcoming,

then, within one week from the receipt by the Embassy of Italy in Addis Ababa of the certifications, the Imperial Ethiopian Government shall open negotiations with the Italian Government for the purpose of determining alternative projects, to be substituted for the projects which have been subjected to such certifications.

(e) In the event that agreement is not reached with the Italian Government within two months from the opening of the negotiations as provided for in paragraph (d) above, then, the Imperial Ethiopian Government shall, with the further right of subsequent modification or substitution, be free to choose the alternative projects to be substituted for the projects which have been subject to certification. Any such alternative projects shall involve the construction of industrial or technical installations or of public buildings, with Italian materials, equipment and services, it being understood that each such construction shall be of a substantial value, that is to say, of at least U. S. Dollars 500,000 in each case.

(f) During the examination by the Imperial Ethiopian Government of the various possibilities for alternative projects, the Imperial Ethiopian Government and the Embassy of Italy at Addis Ababa will exchange information in regard thereto and the Government will inform the Embassy of its final choice.

(g) In the event that, after the application of the procedures provided for in paragraphs (a)-(e) inclusive of the present Article, any balance of more than

U. S. Dollars 250,000 remains unutilized in Account I, such balance shall be utilized as provided in paragraph (e) above, and if any balance remaining thereafter should be of U. S. Dollars 250,000 or less, then, the Imperial Ethiopian Government may order the transfer of said balance in Account I to Account II, for its utilization as provided for under Article IV (b) of this Agreement.

(h) After the expiry of an initial period of 45 days following the entry into force of this Agreement, the Imperial Ethiopian Government shall have the right to require the Banca d'Italia to effect transfers of sums from Account I to Account II up to a total not exceeding U. S. Dollars 300,000. All transfers from Account I to Account II pursuant to the provisions of paragraph (g) and of the present paragraph shall be effected free of taxes and charges.

(i) In order to facilitate the prompt execution by the Italian Government of its obligations under this Agreement, copies of all contracts and of all amendments of the same concluded with the Italian firms, pursuant to the present Article, shall, following their conclusion, be communicated to the Italian Government through the Italian Embassy at Addis Ababa.

Article IV

(a) For the payment of wages, salaries and expenses of Italian firms or of persons employed in Ethiopia for and during the execution of projects defined in Article III hereof, and for the purchase in Ethiopia of materials, equipment and other merchandise or services produced in Ethiopia which are necessary for completion of such projects, the State Bank of Ethiopia, as Agent of the Imperial Ethiopian Government, is hereby authorized to and shall provide Ethiopian Dollars to the Italian firms, against payment by them in accordance with the provisions of paragraph (b) herein of U. S. Dollars at the then current buying rate for U. S. Dollars as established by the State Bank of Ethiopia and representations by them that such wages, salaries, materials, equipment or other merchandise or services are necessary for the completion of the projects defined in Article III.

(b) For the purpose of this Article, there shall be established in the Banca d'Italia a non-interest-bearing account in U. S. Dollars in the name of the State Bank of Ethiopia, as Agent of the Imperial Ethiopian Government, to be designated as "Account II". Such account shall be credited with the U. S. Dollars provided for in paragraph (a) of this Article and with any amounts paid by the Italian firms as penalties or damages pursuant to contracts with the Imperial Ethiopian Government, in accordance with this Agreement. Upon instructions of the State Bank of Ethiopia, balances in such account shall be utilized for payments in Italy for any Italian goods to be delivered and services to be rendered to Ethiopia, and for remittances to Italy. Withdrawals from Account II shall be completed by the end of the fifth year from the entry into force of the present Agreement; any existing balance after that date shall be available for utilization

in accordance with the present Article, but shall be subject to Italian exchange control laws and regulations.

(c) The exchange of letters between the State Bank of Ethiopia and the Banca d'Italia provided for in Article I above, shall contain the terms of the undertakings set out in (a) and (b) above.

Article V

The Italian Government shall take such measures as may be necessary to assure that Accounts I and II shall enjoy the same privileges and immunities as are enjoyed by Italian Government funds in the Banca d'Italia and other Banks in Italy, and to assure protection of the same against any seizures, stop-orders, attachments or other legal process by any person, firm, agency, organization or government, except to the extent that this immunity is expressly waived.

The same protection shall apply to all goods, materials, equipment or other merchandises consigned to the Imperial Ethiopian Government and acquired with funds paid from said accounts from the moment they become the property of the Imperial Ethiopian Government and so long as they are within Italian jurisdiction.

Article VI

(a) The two High Contracting Parties recognize that the obligations of Article 37 and 75 of the Treaty of Peace of 10th February, 1947, shall be considered to have been completed, satisfied and replaced by the obligations of Annexes A¹, B² and C³ to the present Agreement.

(b) As regards the obligations resting on the Italian Government in consequence of the provisions of paragraph 3 of Article 79 of that Treaty, the Imperial Ethiopian Government will deliver to the Italian Embassy in Addis Ababa, the lists in its possession of property of Italian nationals taken by way of sequestration or confiscation and the assessed values thereof, and will thereupon accept the attaching to the Embassy of Italy in Addis Ababa of two experts for a period of twelve months for the sole purpose of assessing for the Italian Government the value of the same for the ends required by the provisions of paragraph 3 of Article 79 of the Treaty.

Article VII

(a) 1) The completion of deposits by the Italian Government into Account I of the sums provided for in Article I of the present Agreement and of the performance of all the obligations of the Italian Government and of the Banca d'Italia under Articles I, II, IV and V of the present Agreement, shall at the end of the

¹ See p. 204 of this volume.

² See p. 212 of this volume.

³ See p. 216 of this volume.

fifth year, constitute completion of and satisfaction for all amounts due to Ethiopia by Italy by the provisions of Article 74 of the Treaty of Peace.

2) During the said period of five years, the withdrawal of any portion of the sums required to be deposited by Article I shall constitute *pro tanto* payment of the liquidated obligation of Article 74-B-1, of the said Treaty, in the proportion of 25/16.

(b) It is further agreed and understood that upon the entry into force of the present Agreement every question, dispute and claim, resulting or which could result directly or indirectly from the economic or financial provisions of the Treaty of Peace, except for those specifically referred to in Articles VI and VII (a) of the present Agreement, are hereby and shall henceforth be considered settled, satisfied and precluded and neither High Contracting Party nor the nationals of the same shall henceforth from the date of signature of the present Agreement, claim or exercise any right or privilege as regards the other High Contracting Party or its nationals, resulting or which could result directly or indirectly from the economic or financial provisions of the Treaty of Peace.

Article VIII

The present Agreement, established in the English language and signed at Addis Ababa in duplicate on this the fifth day of March 1956, shall enter into force upon the exchange at Addis Ababa of the instruments of ratification of the two High Contracting Parties. The two High Contracting Parties undertake to establish and exchange their respective instruments of ratification within four months from this day.

IN WITNESS WHEREOF the undersigned plenipotentiaries of the High Contracting Parties, being duly authorized thereto, have signed the present Agreement.

For the Imperial Ethiopian
Government :
AKLILOU
Menasse LEMMA

For the Government
of the Italian Republic :
A. BERIO

ANNEX A

LIST OF OBJECTS ALREADY RETURNED PURSUANT TO THE PROVISIONS OF ARTICLES 37 AND 75

PART I

Objects returned in April 1951 through Ambassador Giuliano Cora

1. Letter from the President of the United States of America, Franklin D. Roosevelt.
2. Letter from King Gustaf of Sweden.

3. Letters of credence from the King of Belgium.
4. Letter from Mustafa Kemal Atatürk (in French and Turkish).
5. Letter from the Emperor of Japan.
6. Letter from the King of Albania.
7. Letter from the King of Bulgaria.
8. Letter from Cardinal Vannutelli and others.
9. Credentials of the Ambassador of Poland for negotiations of a Commercial Treaty.
10. Letter from Queen Wilhelmina of the Netherlands.
11. Letter from Prince Cyril of Russia.
12. Letter from the King of Belgium.
13. Certificate of the Order of the Grand Cordon of the Phoenix of Greece.
14. Letter from Grand Duke Alexander of Russia.
15. Letter from King Victor Emmanuel.
16. Letter from Pope Pius XI.
17. Credentials from King Constantin of Greece for a Treaty of Commerce.
18. Notification of the election of Paul Doumer as President of France.
19. Imperial Sceptre.
20. Genealogical tree of the Emperor (sculptured in wood).
21. Bracelet of King Theodore.
- 22-23. Two decorations belonging to the Emperor Menelik — Grand Cordon of the Order of the British Empire.
- 24-25. Two decorations Grand Cordon of the Double Dragon of Annam.
- 26-27. Two decorations Grand Cordon of the Order of Gregory the Great.
- 28-29. Two decorations Grand Cordon of the Order of Pius XI.
30. Photograph of the Emperor of Annam with autograph.
31. Photograph of President Wilson with autograph.
32. Photograph of King Fuad with autograph.
33. Photograph of the Emperor Haile Sellassie.
34. Photograph of the visit of the Emperor to Paris.
35. Photograph of the Emperor and a diplomat.
36. Photograph of the Emperor at a ceremony.
37. Portrait of the Imperial Princes.
38. Photograph of the Emperor and a diplomat.
39. Photograph of the Emperor and diplomats.
40. Photograph of the Imperial Princes.
41. Photograph of a ceremony.
42. Photograph of the Emperor in a motor car.
43. Photograph of the Imperial Princes.
44. Photograph of the Emperor at a review.

45. Photograph of the Emperor at a ceremony.
46. Photograph of the Emperor with the Imperial Princes.
47. Photograph of the Emperor at a review.
48. Photograph of the Emperor at a ceremony.
- 49-50. Handbag and purse.

PART II

Objects returned through Italian Embassy on May 19th, 1952

51. Throne from the Imperial Palace (Cases M. E. 1, 2, 3, 5, 6, 7, 8 and 9).
52. Small throne in red velvet and gilded wood (Case M. E. 10).
53. Crown of gilded silver.
54. Crown of gilded silver.
55. Crown of gilded silver.
56. Coronet of gilded silver.
57. Crown of gilded silver.
58. Coronet of gilded silver (Case M. E. 12).
- 59-90. Thirty-two equestrian decorations and medals (Case M. E. 12).
91. Oil painting of Emperor Menelik (by German painter, with frame)
92. Oil painting of Empress Zawditu (by German painter, with frame) (Case M. E. 6).
93. Oil painting of Emperor Haile Sellassie (with frame). (Case M. E. 4).
94. Painting of Empress Zawditu.
95. Painting of Emperor Menelik.
96. Painting resembling Emperor Haile Sellassie (w/binoculars).
97. Painting of Emperor Menelik honouring the statues of Emperor Haile Sellassie and Empress Menen.
98. Painting of the Lord's appearance for the Invocation of Ethiopia.
99. Painting of the enthroned Empress Menen, surrounded by dignitaries.
100. Painting showing the presentation of credentials by two diplomats.
101. Painting of Emperor Haile Sellassie laying the foundation stone of a building.
102. Painting of Emperor Menelik with dignitaries of his court.
103. Painting of the Regent Tafari.
- 104-105. Two portraits of Emperor Haile Sellassie.
106. Painting of the enthroned Emperor Haile Sellassie, surrounded by ministers.
107. Painting of Emperor Haile Sellassie, surrounded by members of his family.
108. Painting of Emperor Haile Sellassie with the Imperial Crown and Sceptre. (Case M. E. 14).

- 109. Book of Psalms of David belonging to Abuna Petros.
- 110. New Testament in Amharic. (Cases M. E. 12 and 15).
- 111. Shield covered with velvet and ornaments in gilded silver.
- 112. Shield.
- 113. Embroidered belt.
- 114. Umbrella.
- 115. Hat belonging to Emperor Menelik.
- 116. Helmet in white beaver.
- 117-120. Four gala vestments in velvet embroidered with gold and with leopard skin decorations.
- 121. A cloak in velvet embroidered with gold.
- 122. Diplomatic uniform.
- 123. A general's cap.
- 124. A general's cap (Cases M. E. 10 and 12).
- 125-126. Two bronze busts of H. I. M. Haile Sellassie. (Case M. E. 15).
- 127. Large bed from the Imperial Palace. (Cases M. E. 2 and 5).
- 128. Rifle Mauser 1890, belonging to Fitaurari Alemayehou.
- 129. Shotgun. (Case M. E. 9).
- 130. Drum.
- 131. Pastoral staff of Abuna Kirillios.
- 132. Cartridge belt of Fitaurari Alemayehou.
- 133-137. Five saddles and bridles for mule belonging to Dedjazmatch Wondwossen Kassa.
- 138-140. Three ornaments in silver for bridles belonging to Ras Desta.
- 141. Commander's baton belonging to Ras Kassa.
- 142. Zinc cliché of Menelik II.
- 143. Sword with handle of bone belonging to Fitaurari Alemayehou.
- 144. Lion of Judah in gilded bronze on a marble base from the Imperial Palace. (Case M. E. 11).
- 145. Revolver with embroidered holster and belt. (Case M. E. 12).
- 146. Roulette. (Case M. E. 13).

PART III

Objects returned through the Italian Embassy on January 30th, 1956

- 147. Seal of Emperor Haile Sellassie I.
- 148-162. Fifteen insignia and medals, honorary and military decorations.
- 163. Painting of St. Mikael overcoming the devil.
- 164. Painting of the Emperor at the celebrations of the feast of St. Mikael.
- 165. Painting of the Madonna and the Child.

166. Painting of the Madonna and the Child with two Saints.
167. Painting of sixteen religious scenes.
168. Caricature of the League of Nations.
169. Painting of the Archangel Gabriel overwhelming the devil.
170. Painting of the Holy Virgin restoring the sight of a blind man.
171. Painting entitled « Debra Tabor ».
172. Painting showing five scenes of domestic life.
173. Painting of a horseman charging a thief and trampling him.
174. Painting of Christ crucified.
175. Painting of Woizero Drib Shume.
176. Painting of Abuna Tekle Haimanot.
177. Painting of Emperor Haile Sellassie among his chiefs.
178. Painting of a fight between two Ethiopian chiefs.
179. Painting of the Emperor and his entourage.
180. Painting of Abuna Tekle Haimanot blessing armed Ehtiopians.

181. Painting of scenes of a christening, a petition to King Johannes, and others.

182. Painting of clergymen listening to the Mass.
183. Painting of a battle between groups of Ethiopians.
184. Painting of a battle between Ethiopians and dervishes.
185. Painting of a banquet given by Menelik.
186. Painting of a battle.
187. Skin pouch belonging to Balambaras Tegegnehou.
188. Flag of the self-styled Menelik III (St. George and the Lion of Judah).
189. Bracelet of silver made of eight small coins.
190. Saddle-cloth for mule of sheep skin, dyed red.
191. Saddle-cloth for mule in silk.

The Imperial Ethiopian Government acknowledges receipt of the above-mentioned objects.

A N N E X B

LIST OF OBJECTS WHICH THE ITALIAN GOVERNMENT UNDERTAKES TO DELIVER TO THE IMPERIAL ETHIOPIAN GOVERNMENT, IF, AS AND WHEN THE SAME MAY BE FOUND

- Imperial Ethiopian Government's Archives.
Lion of Judah Statue, at Railway Station.
4. Imperial Thrones, Upper Palace.
 2. Imperial Thrones, Lower Palace.
 11. Coronation Coaches.

1. Painting of Kaiser Wilhelm II given to Emperor Menelik II.
1. Painting of Kaiser Frans Joseph given to Emperor Menelik II.
1. Curved Sword, gift from the Tsar of Russia to Emperor Menelik II and bearing the name of Emperor Menelik II.
1. Crown of Emperor Theodoros.
6. Crowns taken from the Museum near the Lower Palace.
2. Imperial Field Marshal Batons.
100. Gold Water Pitchers with Basin marked T. M.
150. Silver Water Pitchers with Basin marked T. M.
6. Sets flat table silver, gold coated, marked T. M.
12. Sets flat table silver, marked T. M.
150. Sets Gold Cups, marked T. M.
200. Sets Silver Cups, marked T. M.
1. Pure Gold Crown given by Emperor Menelik II and Empress Taitou, taken from St. Mary's Church, Entoto.
5. Shields decorated with gold, rubies and cut stones, used by former Ethiopian Monarchs and kept in the small Museum near the Lower Palace.
Silverware with the monogram of Emperor Menelik II, removed from Emperor Menelik's Mausoleum.
12. Swords decorated with gold, rubies and cut stones, used by former Ethiopian Monarchs and kept in the small Museum near the Lower Palace.
12. Silk carpets used by former Ethiopian Monarchs and kept in the small Museum near the Lower Palace.
10. Large wool carpets used by former Ethiopian Monarchs and kept in the small Museum near the Lower Palace.
6. Gold plated spears, decorated with precious stones, fitted with ivory handles, used by former Ethiopian Monarchs and kept in the small Museum near the Lower Palace.
7. Long Imperial full regalia robes, decorated with gold, rubies and other cut stones, used by various former Ethiopian Monarchs, kept in the Museum.
3. Paintings of H. I. M. Haile Sellassie I.
3. Paintings of Emperor Menelik II.
2. Paintings of Emperor Yohannes.
2. Paintings of Emperor Theodoros.
3. Paintings of Empress Taitou.
3. Paintings of Empress Menen.
1. Obelisk from Arat Kilo Square.

The Italian Government undertakes to search for all of the above objects by the *Delegazione per le Restituzioni*.

Each High Contracting Party will, within thirty days following the entry into force of the Agreement, designate a delegate who, with the delegate of the other, will collect

all available information concerning the above-listed objects, will communicate the same to the Delegazione per le Restituzioni, will keep in contact with the said Delegazione per le Restituzioni which shall, in turn, keep the two delegates informed of all information in its possession concerning the above-listed objects. Said delegates will, further, proceed to the identification of any and all of the objects so found.

The two delegates shall fulfil their functions during the period of one year following their designation, but the Italian Government shall, for a period of five years following the entry into force of the Agreement, continue its efforts to locate and to return all such objects.

ANNEX C

The Italian Government undertakes to dismount, remove from its present site and to transport f. o. b. Naples, for transportation to Ethiopia, the large Axum obelisk now located in Rome, and recognized by the Italian Government as being subject to restitution to Ethiopia. Said dismounting and removal from site and transport f. o. b. Naples, shall have been completed within six months following the entry into force of the Agreement to which the present document constitutes Annex C; shall be at the expense of the Italian Government, which shall take such measures as are necessary to assure that said obelisk shall be delivered f. o. b. Naples, properly reinforced and packed for transportation to Ethiopia, and in its present existing condition except for the removal of any non-Ethiopian base or socle which may have been constructed for the purpose of its erection in Rome, and except for such dismantling as may be agreed to, by the Ethiopian official hereinafter mentioned, as being necessary for the purposes of transportation to Ethiopia, and, further, to assure that said obelisk may be freely and without charge or hindrance exported from Italy on such vessel as the Imperial Ethiopian Government may choose. Each High Contracting Party shall designate an official to be present at the dismounting, if necessary dismantling, removal, reinforcement, packing, and transportation f. o. b. Naples. The two officials may, in agreement, designate technicians to assist them in their functions.

EXCHANGE OF LETTERS

BANCA D'ITALIA
AMMINISTRAZIONE CENTRALE
SERVIZIO RAPPORTI CON L'ESTERO
Ufficio Segreteria¹

No. 131203

Roma, March 5th, 1956

Gentlemen,

With reference to Article I of the Agreement between the Italian Government and the Imperial Ethiopian Government signed at Addis Ababa on March 5th, 1956,² per-

¹ Bank of Italy.
Head Office.
Foreign Relations Department.
Office of the Secretary.

² See p. 190 of this volume.

taining to the Treaty of Peace of 10 February, 1947,¹ we hereby confirm that as soon as the Italian Ministry of the Treasury deposits with us the first installment of U. S. \$5,300,000 provided for in the above-mentioned Article we will credit this amount to a non-interest-bearing United States of America dollar account which we will open in our books, entitled "Imperial Ethiopian Government, Italo-Ethiopian Collaboration Agreement Account No. 1" to which Account we will credit such further sums in United States of America dollars, as will be deposited with us by the Italian Ministry of the Treasury in compliance with the provisions of said Article I of the Agreement.

Pursuant to the provisions of Article I of the said Agreement, it is understood that the Ministry of Finance of the Imperial Ethiopian Government, or its nominees or agents as from time to time may be designated by it, shall operate the said account. We are, therefore, awaiting receipt from the said Ministry through the usual diplomatic channels of the list and specimen signatures of the persons entitled to operate and draw on this account with the understanding that such authorization to sign and draw will be considered by us valid until this Head Office in Rome receives from the said Ministry an advice to the contrary.

Any instructions to pay issued by the said Ministry, or its nominees or agents bearing dates prior to the date of the advice cancelling the authorization to sign will be considered valid and will be executed.

We further confirm that under Article IV of the said Agreement we will open with us a non-interest bearing United States of America dollar account entitled "State Bank of Ethiopia as Agent of the Imperial Ethiopian Government, Italo-Ethiopian Collaboration Agreement Account No. 2" to which we will credit the United States of America dollar amounts which are paid to us for your account by the Italian individuals, firms, or companies as provided for in Article IV of the said Agreement, as counter-value of the Ethiopian dollars supplied by you at the then current buying rate for United States of America dollars established by the State Bank of Ethiopia or as damages or as penalties provided for in Article IV (b) of the said Agreement.

The terms of the undertaking set forth in Article IV (a) and (b) of the said Agreement are herein incorporated by reference and accepted by our respective Banks to the extent applicable thereto.

We ask you to send us the list and specimen signatures of the persons authorized to operate and draw on this said Account No. 2 in your name with the understanding that such authorization shall be considered by us as valid until this Head Office in Rome receives from you an advice to the contrary. Any instructions to operate the said Account or to pay, bearing dates prior to the date of the advice cancelling the authorization to operate or draw upon said account will be considered valid and will be executed.

By separate mail we are sending you our circular dated October 29th, 1953, concerning our own authorized signatures and our secret telegraphic test key for the authentication of the cables we may exchange between ourselves.

¹ United Nations, *Treaty Series*, Vols. 49 and 50.

We hereby confirm further that said Accounts Nos. 1 and 2 will be maintained by us on the following terms and conditions :

1) The accounts will be maintained by us free of any charge or commission by our Bank except out-of-pocket expenses, namely, stamp duties, mail and cable charges.

2) On receipt by us of instructions to pay issued on the said Accounts Nos. 1 and 2, the amounts involved will be debited to the relevant account and credited to a separate collateral cash account (one for the said Account No. 1 and another for the said Account No. 2) and the said instructions to pay forwarded to our Branches for execution. When our Branches pay the Italian Lire equivalents of the orders to the Italian beneficiaries through their banking representatives if so requested, against production of the usual foreign exchange control documents, the dollar equivalents of the amounts paid will be debited to the collateral cash account and the unutilized balance of the orders, if any re-credited to the said Accounts Nos. 1 or 2.

3) With reference to Article II (b) 4) and to our conversations as to method of liquidation of the payment orders issued on above accounts it is understood that such liquidation will be executed by paying to the Italian beneficiaries of the orders the Lira equivalents of the whole United States of America dollar amounts of same payment orders calculated at the buying rate for United States of America dollars derived from the rate officially quoted in Italy for such foreign exchange at the moment of the payment.

4) At the end of every month for reconciliation purposes we will send statement of the said Account No. 1 through you to the said Ministry of Finance and that of the said Account No. 2 to you.

5) Our Bank, in its capacity of an Issuing Bank, does not usually execute any commercial banking transactions. Therefore, the execution of the banking transactions concerning the deliveries of goods and/or services involved by the application of the said Agreement (such as opening of documentary credits either confirmed or unconfirmed, the acceptance of drafts, the issue of guaranty letters, etc.) should be entrusted to other Italian Banks of your own choosing to whom our Bank would only furnish, pursuant to the orders received on the said Accounts Nos. 1 and 2, the necessary cover.

In exceptional cases where our Institution, on your request or on request of the Imperial Ethiopian Government should execute commercial banking transactions in connection with the delivery of goods and/or services for the execution of the Agreement, then on such transactions we would apply the usual banking charges then prevailing in Italy.

6) In order to assure a safer control by this Head Office in Rome of the authenticity of the instructions to pay issued by mail on the said Account No. 1, it is further understood that should any of the said instructions to pay be signed in Amharic characters, the same should be forwarded to our Bank either through diplomatic channels or authenticated by your Bank.

7) You will communicate directly to our Bank once each week all the foreign exchange allocation permits (with details as to names of importer, exporter and type and quantity of goods) to be imported into Ethiopia and to be settled by payment orders on the funds of the said Account No. 2.

The contents of the exchange of letters between us, as required by the said Agreement, shall continue to be effective during the existence of the said Agreement.

We kindly request you to let us have your agreement on the contents of this letter and in the meantime we beg to remain, Dear Sirs,

Yours faithfully,

P. FORMENTINI
General Manager

State Bank of Ethiopia
Addis Ababa

STATE BANK OF ETHIOPIA
ADDIS ABABA, ETHIOPIA
Office of the Governor

March 5, 1956

Gentlemen,

We acknowledge receipt of your letter dated fifth March, 1956, pertaining to the Agreement between the Italian Government and the Imperial Ethiopian Government signed at Addis Ababa on the fifth day of March, 1956, concerning the Treaty of Peace of tenth February, 1947, and hereby declare our agreement to the contents of your letter.

We are arranging to send you the list and specimen signatures of the persons authorized to operate and draw on the account entitled "State Bank of Ethiopia as Agent of the Imperial Ethiopian Government, Italo-Ethiopian Collaboration Agreement Account No. 2".

In the meantime, we beg to remain,
Yours faithfully,

G. NEIL PERRY
Acting Governor

Banca d'Italia
Rome, Italy

EXCHANGE OF NOTES

I

AMBASCIATA D'ITALIA¹

No. 312

Addis Ababa, March 5th, 1956

Excellency,

I understand that an inquiry has arisen in regard to the status of Account I five years after the entry into force of the Agreement to be signed to day.² The

¹ Embassy of Italy.

² See p. 190 of this volume.

view taken by my Government is that, after the aforesaid period of five years, any sums unutilized in Account I would remain at the disposal of the Imperial Ethiopian Government for the purposes set out in Article III without, however, the guaranties and undertakings stipulated in the gold clause of Article I (a) or in paragraphs (a) and (b) of Article II, but with the other guaranties and undertakings as stipulated in Article I (any provisions of Article II (a) to the contrary, notwithstanding), V and other articles of the Agreement.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

A. BERIO

His Excellency Ato Aklilou Abte-Wold
Minister of Foreign Affairs
Addis Ababa

II

Excellency,

In reply to an inquiry received from Your Excellency in regard to the interpretation which the Imperial Ethiopian Government places on the provisions of Article VII (b) of the Agreement between the Imperial Ethiopian and the Italian Governments, signed today, I have the honour to inform Your Excellency that, without, thereby, in any way restricting the scope of application or the effect of those provisions, the Imperial Ethiopian Government includes within the purview of Article VII (b), the provisions of Article 34 and 79 of the Treaty of Peace. In consequence, on condition of reciprocity, the Imperial Ethiopian Government will not raise any claims against, or undertake or continue any procedures for the seizure, or confiscation of, or any other action with respect to assets, properties, rights, advantages and interests which are the property of or in the possession of Italy or Italian nationals.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

AKLILOU

His Excellency Alberto Berio
Ambassador of Italy
Addis Ababa