

No. 4553

**CEYLON
and
UNITED STATES OF AMERICA**

Exchange of notes constituting an agreement concerning the extension of the facilities agreed to under Treaty Series No. 3 (1951) for the broadcast of "Voice of America" programme over Radio Ceylon. Colombo, 14 July and 23 August 1954

Official text: English.

Registered by Ceylon on 11 November 1958.

**CEYLAN
et
ÉTATS-UNIS D'AMÉRIQUE**

Échange de notes constituant un accord prorogeant l'octroi des facilités convenues aux termes de l'Accord n° 3 (Treaty Series, 1951) pour la diffusion du programme de la « Voix de l'Amérique » par Radio-Ceylan. Colombo, 14 juillet et 23 août 1954

Texte officiel anglais.

Enregistré par Ceylan le 11 novembre 1958.

No. 4553. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF CEYLON AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING THE EXTENSION OF THE FACILITIES AGREED TO UNDER TREATY SERIES No. 3 (1951) FOR THE BROADCAST OF " VOICE OF AMERICA " PROGRAMME OVER RADIO CEYLON. COLOMBO, 14 JULY AND 23 AUGUST 1954

I

From: His Excellency Philip K. Crowe, Ambassador of the United States of America in Ceylon

To: The Right Honourable Sir John Kotelawala, Prime Minister and Minister of Defence and External Affairs, Ceylon

AMERICAN EMBASSY
COLOMBO, CEYLON

July 14, 1954

Dear Mr. Prime Minister,

Pursuant to instructions from my Government I have the honour to inform your Excellency that the following agreement concerning the extension of the facilities agreed to under Treaty Series No. 3 (1951) between your Government and mine meets with the approval of the Government of the United States of America and will be considered in effect upon the receipt of a communication from you signifying it also meets with the approval of the Government of Ceylon.

(1) The Information Agency of the United States of America (hereafter called the Agency) will, at its own expense, undertake to construct or acquire a suitable Receiving Station and install such equipment and antennae as are required for its operation. Such equipment will remain personalties and may, subject to the provisions in para 2 be removed notwithstanding the fact they may be attached to realty.

The scope of the installation work involved is substantially the following :

(a) The purchase or lease through the Government of Ceylon of approximately 125 acres of suitable land for site.

¹ Came into force on 23 August 1954 by the exchange of the said notes.

- (b) The construction of a building to house receivers and studio control equipment.
- (c) The construction of six diversity spaced antennae. Three antennae beamed for reception from the European area including London and three for reception from the Far Eastern area.
- (d) The installation of triple diversity receiving equipment.
- (e) The installation of studio control facilities to allow operation from the station.
- (f) The installation of transcription turn tables and tape recorders.
- (g) The installation of a small power generating plant or alternatively, the construction of a power line to the nearest Government Electric transmission line to provide power for the station and the installation of a small generating plant for use in the event of a power failure.

(2) The title of the station upon its completion shall rest in the Government of Ceylon subject to the condition that upon the final termination or expiration of this agreement the ownership of the equipment installed by the Agency shall revert to the Government of the United States which may then remove the equipment and export it from Ceylon duty free if it chooses to do so. On the final termination or expiration of the agreement, the Government of Ceylon will have the right to take over the land and building at a disposal value to be mutually agreed.

(3) On completion of the construction and installation of the station the Government of Ceylon shall be responsible thereafter for the administration, operation and maintenance of the facilities to provide such operational services as required by the Agency and the Government of Ceylon.

(4) The Agency shall pay rates for the services rendered to them by the Government of Ceylon predicated on its *pro rata* share of the running of the station. Such rates shall be negotiated prior to the inauguration of service and be incorporated with the rates for operation of the transmitting station as provided in paragraph (7) of the existing radio agreement.

(5) In addition to the equipment installed by the Agency for its priority use, the Agency will provide space within the building and on the surrounding acquired land for the installation of such additional facilities and antennae as required for Radio Ceylon's exclusive use. The installation of equipment or cable lines required exclusively for Radio Ceylon's use shall be the responsibility of the Government of Ceylon.

(6) The Government of Ceylon shall have secondary use of all equipment installed by the Agency. Reciprocally, the Agency shall have secondary use of all equipment installed by the Government of Ceylon. Where possible without interference, joint simultaneous use of the equipment shall be provided.

(7) The Government of Ceylon, on behalf of the Agency and on a reimbursible basis, will endeavour to acquire for lease or purchase the land necessary for the station building and antennae. If the land is leased, the terms shall provide for a ten year period, with the option of renewal upon one year's notice, for an additional period of ten

years, and shall provide further that all equipment installed by the Agency may be removed at any time during the period of the lease.

(8) The service rendered by the receiving station for the Agency shall permit :

- (a) Instantaneous or delayed relays of programmes in various languages of the Agency.
- (b) Broadcasts of programmes initiated and originated by the United States Information Service in Ceylon.

(9) The Agency may terminate this agreement in the initial ten year period by giving the Government of Ceylon one year's notice.

(10) Where it is necessary for the Agency to import into Ceylon equipment and material for the purpose of the construction of the station and facilities the equipment and material shall be duty free.

(11) Except as provided here, this agreement shall be for ten years from the date of signing, unless before the expiration of such term a notice of intention to renew is communicated by either party to the other and mutually consented to—six months prior to the date of expiration, in which case an extension in accordance with such terms as are to be agreed upon shall be entered into.

Please accept, Excellency, the renewed assurances of my highest consideration.

Yours sincerely,

(Signed) Philip K. CROWE
American Ambassador

II

From: The Right Honourable Sir John Kotelawala, Prime Minister and Minister of Defence and External Affairs, Ceylon

To: His Excellency Philip K. Crowe, Ambassador of the United States of America in Ceylon

MINISTRY OF EXTERNAL AFFAIRS
SENATE BUILDING

Colombo, 23rd August, 1954

Dear Mr. Ambassador,

I have the honour to acknowledge receipt of your letter of July 14th, 1954, notifying me that the Agreement, which is reproduced in para 2 below, concerning the extension of the facilities agreed to under Treaty Series No. 3 (1951)

between your Government and mine meets with the approval of the Government of the United States of America.

AGREEMENT

2.

[See note I]

3. I am glad to inform you that the Agreement meets with the approval of the Government of Ceylon, and I agree that your letter and this reply should be regarded as bringing the Agreement into effect as between our Governments. I note that the Information Agency of the United States of America will act on behalf of the Government of the United States of America in the implementation of this agreement.

Please accept, Excellency, the renewed assurances of my highest consideration.

Yours sincerely,

(Signed) J. L. KOTELAWALA
Prime Minister
and Minister of External Affairs