

No. 5135

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**UNITED STATES OF AMERICA  
and  
LEBANON**

**Exchange of notes constituting an agreement relating to a  
grant for procurement of nuclear research and training  
equipment and materials. Beirut, 16 September 1959**

*Official texts: English and Arabic.*

*Registered by the United States of America on 12 May 1960.*

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

**Échange de notes constituant un accord relatif à l'octroi  
d'un don en vue de l'acquisition de matériel et de  
matières pour la recherche et la formation nucléaires.  
Beyrouth, 16 septembre 1959**

*Textes officiels anglais et arabe.*

*Enregistré par les États-Unis d'Amérique le 12 mai 1960.*

No. 5135. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND LEBANON RELATING TO A GRANT FOR PROCUREMENT OF NUCLEAR RESEARCH AND TRAINING EQUIPMENT AND MATERIALS. BEIRUT, 16 SEPTEMBER 1959

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*The American Ambassador to the Lebanese Acting Minister for Foreign Affairs*

No. 331

Beirut, September 16, 1959

Excellency :

With reference to conversations which have taken place between the Ministry of Foreign Affairs of Lebanon and the Embassy of the United States of America, I have the honor and great pleasure to inform Your Excellency that the Government of the United States has approved a grant to the Government of Lebanon of approximately \$160,000 to assist in the acquisition of certain nuclear research and training equipment and materials which the Government of Lebanon would like to acquire for use, either through its government agencies or by any designated agent, for medical purposes and for training and research work in physical science. I am particularly pleased that Lebanon has been selected as recipient of this grant for the acquisition of such advanced equipment of the nuclear age which will enhance Lebanon's already significant position in the world of education.

I now have the honor to propose the following understandings on the basis of which funds would be furnished :

1. The equipment and materials to be acquired in accordance with this note shall be used for peaceful purposes only.
2. The Government of Lebanon or its designated agent shall procure, or arrange for procurement of, all equipment and materials to be financed hereunder, and shall meet the costs of transportation, insurance while in transit, installation, and operation of this equipment and material.
3. The Government of Lebanon and its designated agent shall insure that 50 per cent of the gross tonnage of equipment and materials financed hereunder which may be transported on ocean vessels shall be transported on United States-flag vessels, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

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<sup>1</sup> Came into force on 16 September 1959 by the exchange of the said notes.

4. Funds granted by the Government of the United States shall be available only to purchase such equipment and materials, or their equivalents, and in amounts not in excess of such prices, as may be established by the United States Atomic Energy Commission. Any difference between the amount established by the Commission and the actual cost may not be applied toward purchase of other items.
5. The manner and procedures for reimbursement to the Government of Lebanon or its designated agent for procurement of equipment and materials as provided in this note shall be established by the United States Atomic Energy Commission and notified to the Government of Lebanon.
6. Copies of technical publications deriving from use of equipment and materials financed hereunder will be provided currently to the Government of the United States, and an appropriate plaque acknowledging the assistance of the Government of the United States will be permanently displayed in the laboratory in which the equipment and materials financed hereunder are located.
7. The Government of Lebanon shall indemnify and save harmless the Government of the United States against any and all liabilities from any cause whatsoever, including third party liability, which may result from the operation or use of any equipment and materials furnished hereunder.

If these understandings are acceptable to Your Excellency's Government, this note and Your Excellency's reply concurring therein shall constitute an agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply.

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

Robert M. McCLINTOCK

His Excellency Raymond Eddé  
Acting Minister for Foreign Affairs  
Beirut

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

Excellency :

I have the honor to inform Your Excellency that I have received your note of today's date with the following content.

[*See note I*]

In reply to your note, I have the honor to confirm to Your Excellency that the points of understanding stated in it are acceptable to the Government of the Republic of Lebanon and that I agree that Your Excellency's note and this reply shall constitute an agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply.

I have the honor, Your Excellency, to assure you of my highest consideration.

Beirut, September 16, 1959

Raymond EDDÉ  
Acting Minister of Foreign Affairs and Emigrants

His Excellency the Ambassador of the United States of America

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<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.