

No. 6916

UNITED STATES OF AMERICA
and
PHILIPPINES

**Agreement (with Protocol and exchange of notes) regarding
radio broadcasting facilities. Signed at Manila, on
6 May 1963**

Official text: English.

Registered by the United States of America on 18 September 1963.

ÉTATS-UNIS D'AMÉRIQUE
et
PHILIPPINES

**Accord (avec Protocole et échange de notes) relatif à cer-
taines installations de radiodiffusion. Signé à Manille,
le 6 mai 1963**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 18 septembre 1963.

No. 6916. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA REGARDING RADIO BROADCASTING FACILITIES. SIGNED AT MANILA, ON 6 MAY 1963

The Government of the Republic of the Philippines and the Government of the United States of America,

Being desirous of insuring the improvement and continuation of radio broadcasting in the Republic of the Philippines and of affording the best possible medium for the transmission of radio programs by each Government; and

Wishing to provide for the use by the two Governments of certain broadcasting facilities now existing or to be constructed in the Republic of the Philippines; and

Being convinced that these purposes should be fulfilled in a spirit of good neighborliness between the Government of the Republic of the Philippines and the Government of the United States of America, and that details of their practical application should be arranged by friendly cooperation;

Have decided to conclude an agreement for these purposes and have agreed as follows :

Article I

The Government of the Republic of the Philippines and the Government of the United States of America will cooperate, in accordance with the provisions of this Agreement, in the use of the radio broadcasting facilities referred to herein which have been or may be constructed in the Republic of the Philippines by the Government of the United States of America.

Article II

1. The Government of the Republic of the Philippines shall have the right to broadcast on high frequency broadcast transmitters at Malolos, Bulacan Province, and Poro Point, La Union Province, and at the new and very powerful radio broadcasting facility envisaged for construction in the Philippines, without

¹ Came into force on 6 May 1963, upon signature, in accordance with article VIII (1).

cost, during hours and on frequencies and under such conditions as may be mutually agreed upon between the two Governments. Also, the Government of the Republic of the Philippines shall have priority right to the use of the medium frequency transmitter (920 KC) and related facilities at Malolos, Bulacan Province, without cost. Such broadcasting by the Government of the Republic of the Philippines may be to any or all parts of the world in any language or languages. Program and other materials broadcast over these transmitters by the Government of the Republic of the Philippines shall be identified by proper announcement as Republic of the Philippines programs, and sole responsibility for their transmission shall rest on the Government of the Republic of the Philippines.

2. The Government of the Republic of the Philippines and the Government of the United States of America mutually agree that every effort will be made by both Governments to refrain from broadcasting any program or part thereof which might be considered detrimental to the interests of either or both Governments.

Article III

1. The Government of the United States of America shall have the right, as provided in this Agreement, to operate radio broadcasting (and radio teletype facilities for transmission and reception of program materials and operational instructions in connection therewith) facilities in the Republic of the Philippines for transmission of broadcasts to any or all parts of the world in any language or languages. The operating rights granted by this Article shall apply to the Voice of America radio broadcasting facilities located at Malolos, Bulacan Province, Poro Point, La Union Province, and Baguio, Mountain Province, and to the new and very powerful radio broadcasting facility envisaged to be constructed under this Agreement.

2. The rights granted the Government of the United States of America to construct or install and operate hereafter in the Republic of the Philippines any other radio broadcasting facilities shall be exercised upon prior approval of the Government of the Republic of the Philippines.

3. Programs and other material broadcast by the Government of the United States of America over facilities located in the Republic of the Philippines shall be identified by proper announcement as United States of America programs, and sole responsibility for their transmission shall rest upon the Government of the United States of America.

Article IV

In order to facilitate the operation of radio transmission in the Republic of the Philippines, the Government of the United States of America shall be permitted :

1. To lease or purchase real property upon which transmitting and receiving facilities have been erected or installed or upon which, in agreement with the Government of the Republic of the Philippines, such facilities may be erected or installed in the future. It is understood that the purchase of real property under this paragraph means that the Philippine Government shall make the purchase and retain the title of such land, and that the United States will pay the cost of such purchase, in advance, and will have the right to exclusive use of such land during the life of this Agreement;

2. To import into and to export from the Philippines free from customs duties, taxes or any other charges of similar nature, all such equipment, materials and supplies duly covered by tax exemption certificates duly issued by an official of the American Embassy and certified to be for the exclusive use of the Voice of America facilities in the Republic of the Philippines;

3. To lease or purchase necessary services from public utilities on terms no less favorable than are enjoyed by citizens of the Republic of the Philippines, such as power and telephone services of various kinds, including the leasing of lines and rental of equipment;

4. To construct and install radio transmitters and receivers, including antenna structures, subject to laws and regulations relating to air navigational safety and the prevention and elimination of radio interference;

5. To own and operate motor vehicles necessary to or relating to the operation of radio transmission;

6. To operate distillation equipment for the production of distilled water for use in the operation of radio transmitting equipment;

7. To transmit programs and materials originating in the Republic of the Philippines and to receive radio transmissions originating outside the Republic of the Philippines for rebroadcasting on a live or delayed (recorded) basis;

8. To utilize for radio transmission upon approval by the Government of the Republic of the Philippines the frequencies, types of emissions, and frequency band widths, which are or may become available for medium or high frequency radio transmission in accordance with principles of good engineering practice. The terms agreed to shall be no less favorable to the Government of the United States of America than to nationals of the Republic of the Philippines; and

9. To operate VHF or UHF link circuits in connection with the operation of the radio broadcasting facilities covered hereby, utilizing frequencies approved by the Government of the Republic of the Philippines.

Article V

1. Officers and employees of the Government of the United States of America who are citizens of the United States of America and who are on duty or assigned to duty in the Republic of the Philippines in connection with the transmission of radio broadcasts under the provisions of this Agreement shall be permitted to move freely into and out of the Republic of the Philippines subject to existing passport and visa regulations and other applicable laws of the Philippines, and shall not be restricted by the Government of the Republic of the Philippines in their movements to and between their residences and the various locations at which the radio transmission or their other official business is carried on, and shall have free access to any other location which it may be necessary for them to visit in line with their duties, except when such access will involve a violation of the national security of the Philippines.

2. Upon notification from the Embassy of the United States of America, the Government of the Republic of the Philippines agrees to accord to officers and employees of the Government of the United States of America who are citizens of the United States of America and who are on duty or assigned to duty in the Republic of the Philippines in connection with the transmission of radio broadcasts under the provisions of this Agreement, and who are not engaged in any other business in the Philippines, freedom from import or export duty or tax on articles certified by competent authorities of the United States Government to be for their personal use, including automobiles, as well as freedom from income, personal property or social security tax. It is understood, however, that the exemption provided herein is without prejudice to the collection, with the cooperation of the Government of the United States of America, of customs duties and internal taxes on the articles brought or imported into the Philippines by said officers and employees which are subsequently sold or transferred in the Philippines to persons or entities not entitled to exemption from said customs duties and internal taxes pursuant to existing laws and regulations governing the matter; and that income derived from Philippine sources or sources other than United States sources is not exempt from payment of income tax.

Article VI

Compensation for injury to persons of Philippine nationality or for damage to property belonging to Philippine nationals or Philippine corporations whose majority stock is owned by Philippine citizens or the Philippine Government resulting from the operation in the Republic of the Philippines of radio transmission facilities under this Agreement by the Government of the United States of America shall be paid by the Government of the United States of America subject to the applicable laws of the Republic of the Philippines. The amounts

payable for such injury or damage shall be determined by agreement between the Government of the Republic of the Philippines and the Government of the United States of America.

Article VII

The Government of the Republic of the Philippines and the Government of the United States of America shall select each year by mutual agreement two graduates of a Philippine technical school to serve for a one-year training period as technical assistants in the operation in the Republic of the Philippines of radio transmitting and receiving facilities owned and operated by the Government of the United States of America. Salaries of such trainees shall be paid by the Government of the United States of America.

Article VIII

1. This Agreement shall enter into force upon signature on behalf of the two Governments and, upon entry into force, shall supersede the *modus vivendi* entered into between the Republic of the Philippines and the United States of America on September 4, 1947.

2. This Agreement shall remain in force until terminated by either Government upon eighteen (18) months written notice to the other, which notice shall be given not sooner than the date upon which the new and very powerful radio broadcasting facility envisaged under the first paragraph of Article III enters into operation, of which the Government of the Republic of the Philippines shall be formally notified by the Government of the United States of America.

3. In the event the Philippine Government gives notice of termination of this Agreement prior to the expiration of ten years from the date upon which said facility enters into operation, the Philippine Government agrees that it will pay the United States Government the certified original actual cost of said facility less one-tenth of said cost for each year (and *pro rata* for each part year) that said facility has been in operation. However, the United States Government may, at its own expense, remove the radio transmitters and related equipment from said facility and export same from the Republic of the Philippines duty free, in which event the amount payable by the Philippine Government shall be further reduced by the certified original actual cost of the removed transmitters and related equipment. Upon payment to the United States Government of said amounts by the Philippine Government, the United States Government will thereupon terminate the operation of said facility, and the title to said facility shall pass to the Philippine Government. It is agreed, however, that prior to

the notice of termination, consultation between the two Governments will be held through diplomatic channels to discuss the matters which have given rise to the desire for termination. This consultation may continue for a period not exceeding three months, unless the party intending to terminate agrees to a longer period.

4. At the time the new and very powerful facility enters into operation, the Government of the United States of America shall furnish to the Government of the Republic of the Philippines a written certification of the original actual cost of said facility, and thereafter, during the period of ten years referred to in the preceding paragraph, the actual cost of such improvements as may be made to the said facility. It is mutually agreed that "actual cost" shall be the invoice cost plus applicable capitalizable incidental costs of equipment and materials as well as installation costs, including architectural and engineering costs, labor costs, and land costs, which qualify as capital expenditures.

5. Upon the signing of this Agreement all right, title and interest of the Government of the United States of America, or any official agency thereof, in radio transmitting and receiving equipment, power plants, and related facilities, including radio links, located at Guiguinto, Bulacan Province, or replacements therefor and improvements thereto, shall be turned over to the Government of the Republic of the Philippines without cost.

6. Upon completion of legal steps to be taken by the Government of the Republic of the Philippines to institute acquisition of suitable land and land use rights for the new and very powerful facility, and upon acquisition by the Government of the United States of America of rights of land use and access, all right, title and interest of the Government of the United States of America, or any official agency thereof, in radio transmitting and receiving equipment, power plants, and related facilities, including radio links, located at Malolos, Bulacan Province, or replacements therefor and improvements thereto, shall be turned over to the Government of the Republic of the Philippines without cost. It is understood that the Government of the United States of America shall continue to enjoy its present rights of operation and use of the transmitting equipment at the said Malolos site until the new and very powerful facility enters into operation.

7. Upon termination of this Agreement, the Government of the Republic of the Philippines shall have the right to enter into negotiations with the Government of the United States of America for the acquisition by the Philippine Government of the Voice of America radio transmitting equipment, power plants, and related facilities, including radio links, located at Poro Point, La

Union Province, and the receiving station facilities, including radio links, located at Baguio, Mountain Province under such conditions as may be mutually agreed upon between the two Governments. As regards the new and very powerful facility referred to above, the third paragraph of Article VIII covers disposition of this facility during the first ten years of this Agreement. Thereafter the disposition of these facilities is covered by the provisions of this paragraph. Notice of the exercise of its right shall be given by the Philippine Government to the United States Government through diplomatic channels within ninety (90) days of the date of termination. Negotiations shall commence within a reasonable time thereafter. In the event that the Philippine Government shall fail to exercise its right, or that, upon negotiations pursuant thereto, no agreement as to terms is reached between the two Governments within six (6) months after the exercise of the right, the United States Government shall have the right to remove the facilities and export them from the Republic of the Philippines, duty free.

IN WITNESS WHEREOF, the undersigned, being authorized thereto, have signed the present Agreement in duplicate at Manila this sixth day of May, 1963.

For the Government of the United States of America :

William E. STEVENSON

For the Government of the Republic of the Philippines :

Emmanuel PELÁEZ

PROTOCOL TO AN AGREEMENT BETWEEN THE GOVERNMENT
OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT
OF THE REPUBLIC OF THE PHILIPPINES REGARDING RADIO
BROADCASTING FACILITIES, SIGNED AT MANILA ON MAY 6,
1963¹

With reference to the Agreement signed today between the Government of the United States of America and the Government of the Republic of the Philippines regarding Radio Broadcasting Facilities¹ it is understood and agreed that the Government of the United States of America shall continue to have the right to utilize for the purposes of this Agreement the real property upon which radio transmitting and receiving facilities have been erected or installed by the Government of the United States of America. It is further understood and agreed that as of the date of signature of the Agreement, this real property consists of the following :

¹ See p. 68 of this volume.

1. A parcel of land with buildings thereon, situated in the Barrio of Mojon, municipality of Malolos, Province of Bulacan, known as the Bulacan Trade School, which the Government of the United States will continue to occupy and use under the Agreement to which this Protocol refers on the same terms *mutatis mutandis* as those provided in the Protocol to the *modus vivendi* between the Republic of the Philippines and the United States of America entered into on September 4, 1947. The parcel is more exactly described as follows :

A parcel of first class residential land, lot No. 2701, located at Barrio Mojon, Municipality of Malolos, Province of Bulacan, Philippines, bounded on the Northwest by property of F. C. Santos and H. Tantoco; on the Northeast by property of F. C. Santos; on the East by the road to Malolos-Quingua, E. Cruz, etc.; on the South by the property of P. del Rosario; and on the Southwest by property of the Manila Railroad Company.

It contains an area of 221,393 square meters, more or less, of which the United States is using approximately 28,500 square meters.

On this parcel of land the United States of America has installed a radio transmitting station. The radio station in general consists of medium and short-wave transmitters, antennas, power generating facilities, repair shops, paint lockers, warehousing, guard facilities, staff quarters, vehicle carport, fuel storage facilities, VHF link facilities, and other appurtenances such as fences, water wells and piping system, roads, telephone apparatus and underground power cables.

2. Eight parcels of land (leased by the United States Government from private owners) situated in the Municipality of Malolos, Province of Bulacan, on which the United States of America has erected short and medium wave antennas and transmission lines, and constructed an antenna field access road, 16 feet wide and 2,100 feet long.

The leased property is more exactly described as follows :

Lots No. 3152 and 3153 of the Malolos Cadastre, situated in Barrio Bulihan, Malolos, Bulacan, bounded on the North by lot 3154, property of E. C. Cruz, on the East and the South by the property of Jesusa T. Bautista, lot No. 9903 (formerly 2695), and on the West by the property of Estero Malangan. Area is 18,542 square meters more or less of which the United States of America is using 5,200 square meters more or less.

Lessor : *Encarnacion Gatmaitan* (Deceased), Dr. Juan S. Fernando, Administrator

Lot 3154 of the Malolos Cadastral Survey of Malolos, Bulacan, situated in Barrio Bulihan, Malolos, Bulacan, bounded on the Northeast by lot No. 9903

(formerly 2695), on the Southeast by lot 3153, on the Southwest by lot 9903 (formerly 2695) and on the Northwest by lots 3155 and 9903. Area is 9164 square meters, more or less, of which the United States of America is using 800 square meters, more or less.

Lessor : *Eliseo C. Cruz*

Lot No. 9909 (formerly 2696) situated in Barrio Mojon, Malolos, Bulacan, bounded on all sides by lot 9903 (formerly 2695). Area is 14,665 square meters more or less.

Lessor : *Urbano Enriquez*

Lot No. 9903 (formerly 2695) of the Malolos Cadastre, situated in Barrio Mojon, Guinhawa, Pinagbacalan, Bulihan, Sumapa, Malolos, Bulacan, bounded on the Northeast by properties of Silvino Torralba and others, on the Southeast by properties of Provincial Government and others, on the Southwest by properties of Manila Railroad and others, on the Northwest by the property of Bartolome Fuentes and others. Area is 1,270,289 square meters, more or less, of which the United States is using 638,620 square meters, more or less.

Lessor : *Jesusa T. Bautista*

Lot No. 2697 of the Malolos Cadastre, situated in Barrio Guinhawa, Malolos, Bulacan, bounded on the North by property of Jesusa T. Bautista, on the East by properties of Jesusa T. Bautista and Jose A. Reyes, on the South by property of Ceferino Aldaba (now Ananias Crisostomo), and on the West by property of Jesusa T. Bautista. Area is 77,211 square meters, more or less.

Lessor : *Luis Santos*

Lot No. 9911 (formerly 2698) of the Malolos Cadastre, situated in Barrio Catmon, Malolos, Bulacan, bounded on the North by lot 2697 property of Luis Santos, and lot 9903 property of Jesusa T. Bautista, on the West by National Highway N 3 and on the South and East by lot 9903, property of Jesusa T. Bautista. Area is 6436 square meters, more or less.

Lessor : *Ananias Crisostomo*

Lot No. 9912 (formerly 2699) of Malolos Cadastre, situated in Barrio Mojon, Malolos, Bulacan, bounded on the North, East and South by lot No. 9903, property of Jesusa T. Bautista, and on the West by lot No. 2697, property of Luis Santos. Area is 12,287 square meters, more or less, of which the United States is using 11,402 square meters, more or less.

Lessor : *Jose A. Reyes*

3. The Voice of America radio transmitting station at Poro Point, Province of La Union, Philippines, is located on the Camp Wallace Military Reservation.

The boundaries of the VOA radio station are herewith described.

Main Reference Point : Poro Point Lighthouse

Latitude : 16°36'59.353" N

Longitude : 120°16'44.926" E

From the main reference point, proceed N 58°04' E (true) for a distance of 680.8 feet. This establishes the Northwest corner (Station 1) of the Voice of America radio transmitting station boundary line.

The following bearings and distance, running clockwise, define the boundary line.

<i>Station</i>	<i>Bearings (True)</i>	<i>Distance</i>
1-1A	N58° 00' E	2180. 45 feet
1A-1B (Gate)	N58° 00' E	20. 00 feet
1B-2	N58° 00' E	600. 00 feet
2-3	N59° 10' E	174. 34 feet
3-4	S18° 25' E	1364. 55 feet
4-5	S17° 26' E	1534. 00 feet
5-6	S79° 08' W	199. 73 feet
6-7	S79° 09' W	531. 15 feet
7-8	S22° 52' E	175. 18 feet
8-8A	S67° 46' W	34. 01 feet
8A-8B (Main Gate)	S67° 46' W	20. 01 feet
8B-9	S67° 46' W	30. 01 feet
9-10	S26° 05' E	441. 45 feet
10-11	S29° 50' E	369. 34 feet
11-12	S64° 31' W	448. 26 feet
12-13	S18° 16' W	434. 50 feet
13-14	S0° 05' E	341. 97 feet
14-15	S87° 52' E	283. 95 feet
15-16	S10° 37' W	446. 20 feet
16-17	S5° 00' W	73. 57 feet
17-18	S71° 45' W	120. 00 feet
18-19	S49° 00' W	115. 50 feet
19-20	N69° 30' W	480. 00 feet
20-21	N10° 00' W	140. 03 feet
21-22	N52° 43' W	1071. 00 feet
22-23	N33° 31' W	612. 10 feet
23-24	N3° 31' W	220. 60 feet
24-25	N71° 33' E	60. 20 feet
25-26	N32° 16' W	516. 00 feet
26-27	N47° 22' W	972. 83 feet
27-28	N23° 47' E	257. 80 feet
28-29	N19° 23' E	70. 04 feet
29-30	N9° 04' E	387. 34 feet
30-1	N16° 03' W	335. 80 feet

The area encompassed by the above defined boundary line is 252 acres more or less. Within this area the United States of America has constructed a radio transmitting station. The radio station in general consists of medium and shortwave transmitters, antennas, power generating facilities, repair shops, paint locker, warehousing, guard facilities, staff quarters, vehicle carport, fuel storage facilities, VHF link facilities, and other appurtenances such as fences, roads, water wells and piping system, telephone apparatus and underground cables.

4. The United States of America radio receiving station is located on Camp John Hay Military Reservation, Baguio City, Mountain Province, Philippines.

The boundary of the VOA receiving station is herewith described.

Main Reference Point : Triangulation Station Baguio

Latitude : 16°24'24.121'' N

Longitude : 120°36'20.388'' E

From the main reference point proceed on a bearing S45°03' E (True) for a distance of 1399.10 meters, to Station one (1) of the United States Ambassador's Estate.

United States Ambassador's Estate

<i>Station</i>	<i>Bearing (True)</i>	<i>Distance</i>
1-2	N64° 39' E	114.63 meters
2-3	N47° 16' E	12.50 meters
3-4	N61° 16' E	100.81 meters
4-5	S26° 01' E	44.81 meters
5-6	S55° 46' E	162.04 meters
6-7	S35° 58' E	143.79 meters
7-8	S20° 31' E	268.54 meters
8-9	S16° 10' W	393.50 meters
9-10	S33° 56' W	68.38 meters

Station 10 of the United States Ambassador's Estate and station 3 of the VOA receiving station boundary line are intersecting points.

VOA Boundary Line

<i>Station</i>	<i>Bearing (True)</i>	<i>Distance</i>
3-4	S72° 08' E	385.09 meters
4-5	S21° 58' W	487.68 meters
5-6	S79° 52' W	143.26 meters
6-1	N51° 48' W	688.85 meters
1-2	N51° 36' E	377.95 meters
2-3	S72° 08' E	212.32 meters

VOA boundary line stations 2 and 3 and the United States Ambassador's Estate stations 10 and 11 form a common boundary line.

The area encompassed by the VOA boundary line is 80 acres, more or less.

The receiving station in general consists of receivers, recording and playback equipment, VHF link facilities, antennas, power generating facilities, fuel storage facilities, warehousing, and other appurtenances such as fences, roads, water system, telephone apparatus and underground cables.

5. In consideration of the terms of the Agreement, the new and very powerful radio broadcasting facility envisaged and agreed to under this Protocol shall consist of approximately the following, subject to the availability of funds :

- 1) Up to fourteen very high powered high frequency transmitters.
- 2) Curtain, rhombic or other appropriate high frequency antennas, VHF/UHF program and communication link facilities, radio frequency and electric power transmission lines, power generating equipment, radio receiving facilities and staff quarters if required.
- 3) Other appurtenances as deemed necessary by the Government of the United States of America including, but not limited to, fences, water wells, piping system, telephone apparatus, underground cables, etc.
- 4) An area of land to be used in connection with the above facilities totaling 900 hectares, more or less, subject to the technical requirements and procured through the assistance of the Government of the Republic of the Philippines by lease or purchase by the Government of the United States of America according to Article IV of this Agreement.

Property boundary lines, identification of owners and description of land will be made available following an official survey and confirmation of land office records.

IN WITNESS WHEREOF, the undersigned, being authorized thereto, have signed the present Protocol in duplicate at Manila this sixth day of May, 1963.

For the Government of the United States of America :
William E. STEVENSON

For the Government of the Republic of the Philippines :
Emmanuel PELÁEZ

EXCHANGE OF NOTES

I

*The American Ambassador to the Vice President of the Republic
of the Philippines*

EMBASSY OF THE UNITED STATES OF AMERICA

Manila, May 6, 1963

No. 852

Excellency :

I have the honor to refer to the fifth paragraph, Article VIII of the Radio Broadcasting Agreement signed between our Governments on May 6, 1963.¹ Pursuant to the terms of that paragraph the Government of the United States of America hereby turns over to the Government of the Republic of the Philippines, without cost, all its right, title and interest and all the right, title and interest of any of its official agencies in the radio transmitting and receiving equipment, power plant, and related facilities, including radio links, and replacements therefor and improvements thereto, located at Guiguinto, Bulacan Province. These facilities are described and located as follows :

1. The Receiving Station buildings and related facilities are located on Lot 3508-A, Barrio Panginay, Guiguinto, Bulacan, and consist of the following :

- (a) Receiver Building : Quonset structure mounted on reinforced concrete walls with concrete floor. Floor space is approximately 2,300 square feet.
- (b) Power Plant Building : Quonset structure, mounted on reinforced concrete walls with concrete floor. Floor space is approximately 900 square feet. Adjacent to the power plant building is an underground fuel tank with a capacity of approximately 1,960 U.S. gallons.
- (c) Water well, with pressure tank mounted on 30 foot wooden tower; water lines to both buildings.
- (d) Steel tower, triangular, 70 feet high, guyed.
- (e) Fence : The building area is enclosed with galvanized iron cyclone fence and post, seven feet in height. The fence and inner area are illuminated with eight 14-inch flood lights.
- (f) Power cable : Underground power cable connects the buildings, water well and area lighting.

¹ See p. 68 of this volume.

Lot 3508-A is leased from the Guillermo Puatu Estate, administrator, Alejandro Puatu, address 5 P. Paulino St., Tambo, Paranaque, Rizal. The annual rental is Pesos 300.00.

2. Program Transmission lines Guiguinto to Malolos.

The program lines from Guiguinto to Malolos consist of 28 steel Australian Signal Corps poles, 6 telephone lines (2 wire lines) approximately 6½ miles in length, of which 6 miles approximately is on Bureau of Telecommunication poles.

3. Antenna High Frequency, Receiving :

The receiving station antenna system is comprised of three single wire rhombics (four 70-foot towers in each rhombic). The antennas and related transmission lines are situated on the following leased private property :

<i>Lot No.</i>	<i>Owner</i>	<i>Owner's Address</i>
3497	Irene Vda De Paguia	1323 O'Donnel Sta Cruz, Manila Annual rental 2.00 pesos
3501	Felipe Garcia	657 Claro M. Recto
3510	(deceased)	Tondo, Manila by Simon T. Garcia Guardian Annual rental 18.00 pesos
3511	Lorenzo Estrella	21 Maria Guizon St. Tondo, Manila Annual rental 2.00 pesos
3508-B	Asuncion Arcillas	Jose Arcillas, Administrator
3444-A	(deceased)	Bulacan, Bulacan Annual rental 5.00 pesos
3495	Pablo Estrella (deceased)	Panginay, Bigga Bulacan Annual rental 5.00 pesos
3512-A	Ricardo S. Bernardo	Guiguinto, Bulacan Annual rental 15.00 pesos
3491	Apolonio Buizon (formerly C. V. de Mariano)	Guiguinto, Bulacan Annual rental 4.00 pesos
3492	Yolanda Matias	Bulacan, Bulacan Annual rental 4.00 pesos

On the above 10 lots the lease covers only pole and anchor rights and the total annual rental is Pesos 55.00.

4. An inventory of the electronic, power generating, test and other miscellaneous equipment including spare parts and tools which are part of the Receiving Station is attached hereto and is entitled "Inventory of Equipment", and consists of nineteen pages.

It is understood that upon turnover of the Receiving Station and related facilities, the Government of the Republic of the Philippines shall assume all obligations of the Government of the United States of America under the foregoing leases and shall hold the United States Government harmless from any and all actions, claims or expenses which may arise as a result of the use or other disposition of said leased properties by the Government of the Republic of the Philippines. It is further understood and agreed that upon termination by the Government of the United States of America of its present rights of operation and use of the radio broadcasting facility at Malolos, Bulacan Province, the obligations of the Government of the United States of America relative to the eight parcels of land under private lease at Malolos will be assumed by the Government of the Republic of the Philippines under the same conditions as outlined above for Guiguinto.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Republic of the Philippines, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

William E. STEVENSON

Enclosure :
Inventory of Equipment¹

His Excellency Emmanuel Peláez
Vice President of the Republic of the Philippines

II

The Vice President of the Republic of the Philippines to the American Ambassador

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

Manila, May 6, 1963

Excellency :

I have the honor to acknowledge the receipt of your Note No. 852 of May 6, 1963 under which the Government of the United States of America turns over

¹ Not printed by the Department of State of the United States of America.

to the Government of the Republic of the Philippines, without cost, all its right, title and interest and all the right, title and interest of any of its official agencies in the radio transmitting and receiving equipments, power plant, and related facilities, including radio links, and replacements therefor and improvements thereto, located at Guiguinto, Bulacan Province. I have the honor to inform you that the provisions of the above-mentioned note are acceptable to the Government of the Republic of the Philippines and that your note and the present note constitute an agreement between our two Governments, to enter into force on the date of the present note.

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

Emmanuel PELÁEZ

His Excellency William E. Stevenson
Ambassador of the United States of America
Manila