

No. 7313

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**AUSTRALIA, CANADA, INDIA, NEW ZEALAND,  
UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND, etc.**

**Commonwealth Telegraphs Agreement (with schedules and Protocol). Signed at London, on 11 May 1948**

**Commonwealth Telegraphs Agreement, 1963 (with schedule). Signed at London, on 25 July 1963**

*Official text: English.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on 24 June 1964.*

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**AUSTRALIE, CANADA, INDE, NOUVELLE-ZÉLANDE,  
ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD, etc.**

**Accord relatif aux services télégraphiques du Commonwealth (avec annexes et Protocole). Signé à Londres, le 11 mai 1948**

**Accord de 1963 relatif aux services télégraphiques du Commonwealth (avec annexe). Signé à Londres, le 25 juillet 1963**

*Texte officiel anglais.*

*Enregistrés par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 24 juin 1964.*

No. 7313. COMMONWEALTH TELEGRAPHS AGREEMENT.<sup>1</sup>  
SIGNED AT LONDON, ON 11 MAY 1948

THIS AGREEMENT is made on the Eleventh day of May One thousand nine hundred and forty eight BETWEEN HIS MAJESTY'S GOVERNMENT IN THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (hereinafter referred to as "the United Kingdom Government") of the first part HIS MAJESTY'S GOVERNMENT IN CANADA of the second part HIS MAJESTY'S GOVERNMENT IN THE COMMONWEALTH OF AUSTRALIA of the third part HIS MAJESTY'S GOVERNMENT IN THE DOMINION OF NEW ZEALAND of the fourth part HIS MAJESTY'S GOVERNMENT IN THE UNION OF SOUTH AFRICA of the fifth part HIS MAJESTY'S GOVERNMENT IN INDIA of the sixth part and THE GOVERNMENT OF SOUTHERN RHODESIA of the seventh part (all of whom are hereinafter collectively referred to as "the Partner Governments").

WHEREAS at a Commonwealth Telecommunications Conference of representatives of the Partner Governments held in London in July One thousand nine hundred and forty five decisions were reached to recommend certain measures for promoting and co-ordinating the efficiency and development of the telecommunication services of the British Commonwealth and Empire :

AND WHEREAS the Partner Governments have adopted the recommendations of the said conference and certain of such recommendations have already been carried out including the acquisition by the United Kingdom Government of all the shares of Cable and Wireless Limited

<sup>1</sup> In accordance with clause 12, the Agreement came into force on 18 September 1957, the date on which the last of the original Partner Governments, namely the Government of India, confirmed the Agreement, and by agreement of those Governments and the Government of Ceylon was deemed to have come into force on 31 May 1949, that is to say :

- (1) In respect of the original Partner Governments (United Kingdom of Great Britain and Northern Ireland, Canada, Australia, New Zealand, South Africa, India and Southern Rhodesia) with effect from 31 May 1949;
- (2) In respect of the Government of Ceylon with effect from 1 June 1951, the date on which it adhered to the Agreement;
- (3) In respect of the Government of the Federation of Rhodesia and Nyasaland, which replaced, as from 1 July 1954, the Government of Southern Rhodesia, with effect from that date.

Pursuant to the provisions of clause 9, the Agreement came subsequently into force in respect of the Governments of the following States, which had been admitted as Partner Governments on the respective dates of adherence listed below:

Cyprus . . . . .	1 April	1961
Federation of Nigeria . . . . .	12 March	1962
Ghana . . . . .	3 April	1962
Federation of Malaya . . . . .	1 September	1962

The Union of South Africa ceased to be a Partner Government for the purposes of the Agreement on 31 May 1961, the date on which it ceased to be a Member of the Commonwealth.

AND WHEREAS the Partner Governments are entering into this Agreement for the purpose of giving full effect to the said recommendations :

NOW IT IS HEREBY AGREED as follows :

### *Part I*

#### ACQUISITION OF OPERATING COMPANIES

1. Each Partner Government in whose territory a local company is operating external telecommunication services shall purchase all the shares in the local company which it does not already own or otherwise acquire the local company's undertaking, to such extent as it has not already done so.

2. The Partner Governments to whom Clause 1 applies are set out in the first column of the First Schedule hereto and the companies whose shares or undertaking each such Partner Government is to acquire are set out in the second column opposite.

### *Part II*

#### ESTABLISHMENT OF COMMONWEALTH TELECOMMUNICATIONS BOARD AND NATIONAL BODIES

3. (1) For the purpose of promoting the efficiency and development of the external telecommunication services of the British Commonwealth and Empire the Partner Governments agree to the establishment of a body which shall be known as the Commonwealth Telecommunications Board and shall have the functions and constitution set out in the Second Schedule hereto. This body is hereinafter referred to as "the Board."

(2) The functions and constitution of the Board may be amended in such manner and to such extent as the Partner Governments may, in the light of experience, agree to be expedient for carrying out more effectively the purposes for which the Board was established.

4. The Partner Governments shall contribute in such proportions as may be agreed to the expenses of the Board pending the establishment of the Central Fund.

5. For the purpose of acquiring the local assets hereinafter mentioned and of operating and maintaining its external telecommunication services each Partner Government shall either nominate an existing department or other body or establish a public corporation having the powers necessary to carry into effect the provisions of this Agreement.

The department, body or corporation so nominated or established by any Partner Government is hereinafter referred to, in relation to that Government, as "the National Body."

6. (1) For the purpose of defining the relations between each Partner Government, the Board and the National Bodies and of providing for the expenses of the Board each Partner Government and, unless the National Body is a Department thereof, the National Body will enter into an Agreement with the Board in the terms set out in the Third Schedule hereto.

(2) The terms and principles of the financial arrangements contained in Clause 7 of the Agreement set out in the Third Schedule hereto may on the recommendation of the Board be modified from time to time in such manner as the Partner Governments may agree to be equitable and convenient.

### *Part III*

#### DIVISION AND TRANSFER OF ASSETS OF OPERATING COMPANIES

7. The United Kingdom Government shall procure that the assets of Cable and Wireless Limited shall as soon as practicable be divided and held in manner following, that is to say,

- (a) shares held by or for Cable and Wireless Limited or any subsidiaries thereof in the companies specified in the second column of the First Schedule hereto shall be transferred to the appropriate Partner Government specified in the first column of the said Schedule at a price (which shall be paid by the Partner Government concerned in cash) to be agreed;
- (b) assets situated in the territories of any Partner Government (other than the United Kingdom), not being cable-heads or other assets which the Partner Government agrees to exclude, shall be transferred to the National Body concerned at a price (which shall be paid by the Partner Government in cash) to be agreed;
- (c) except in so far as the United Kingdom Government may otherwise direct the remaining assets shall be held by the United Kingdom National Body.

For the purposes of this Agreement the territory of a Partner Government

- (i) in relation to the United Kingdom Government, includes every territory (other than the territory of another Partner Government) whose foreign relations are conducted by the United Kingdom;
- (ii) in relation to any other Partner Government, includes every territory whose foreign relations are conducted by that Partner Government.

8. Each other Partner Government shall procure that the assets of any of its local operating companies whose shares or undertaking it acquires under Clause 1 and any other assets (except cable-heads) used in connection with its external telecommunication services shall be held, operated and maintained by the National Body.

*Part IV*

## ADMISSION AND WITHDRAWAL

9. The Partner Governments may admit the Government of any other part of the British Commonwealth and Empire as a party to this Agreement on such terms (including the acquisition of shares in local companies and of local assets) as may be agreed, and as from such date as may be agreed the Government so admitted shall become a Partner Government for the purposes of this Agreement, and the provisions of this Agreement may on the recommendation of the Board be modified in such manner as may be necessary or expedient to adapt them to the terms and consequences of the admission and as so modified shall be binding on the Partner Governments including the Governments so admitted.

10. (1) If any Partner Government ceases to be a member of the British Commonwealth and Empire that Government shall forthwith cease to be a Partner Government for the purposes of this Agreement and the Agreement entered into by it in pursuance of Clause 6 shall determine and the National Body's account in the Central Fund shall be made up to the date of determination and all payments shall be made accordingly.

(2) If any Partner Government wishes to withdraw from this Agreement it may do so by giving notice in writing to the other Partner Governments and the Board and on the expiration of such notice it shall cease to be a Partner Government for the purposes of this Agreement and the Agreement entered into by it in pursuance of Clause 6 shall determine and the National Body's account in the Central Fund shall be made up to the date of determination and all payments shall be made accordingly. Provided that (a) no such notice shall be given during the period of six years beginning on the date on which this Agreement comes into force, and (b) any such notice shall be not less than two years in length and shall be given to expire at the end of a financial year of the National Body of such Government.

(3) In the event of a Government ceasing to be a Partner Government this Agreement shall thereafter remain in full force and effect as between the remaining Partner Governments subject only to such consequential modifications (if any) as they may agree to be necessary or expedient.

*Part V*

## LEGISLATION

11. Each Partner Government shall take appropriate action (whether by legislation or otherwise) to confirm this Agreement, to raise and provide the finance and to obtain the other powers necessary for it to carry out this Agreement.

12. This Agreement shall come into force when it has been confirmed by all the Partner Governments.

### FIRST SCHEDULE

#### PARTICULARS OF OPERATING COMPANIES

<i>Column 1</i>	<i>Column 2</i>
<i>Partner Governments concerned</i>	<i>Companies whose shares or undertaking are to be acquired</i>
His Majesty's Government in Canada	Canadian Marconi Company Ltd.
His Majesty's Government in the Commonwealth of Australia	Amalgamated Wireless (Australasia) Ltd.
His Majesty's Government in the Union of South Africa	Cable and Wireless of South Africa Ltd.
His Majesty's Government in India	Indian Radio and Cable Communications Company Ltd.

### SECOND SCHEDULE

#### CONSTITUTION

1. There shall be established a body to be known as the Commonwealth Telecommunications Board.

2. The Board shall consist of members to be appointed as follows :

- (a) As to one (who shall be the Chairman of the Board), jointly by the Partner Governments;
- (b) As to one, by each of the Partner Governments separately;
- (c) As to one, by His Majesty's Government in the United Kingdom to represent British Commonwealth and Empire territories not directly represented by other members.

3. The Commonwealth Telecommunications Board shall be a body corporate by that name, with perpetual succession and a common seal, and with power to purchase, take, hold and dispose of lands and other property.

#### FUNCTIONS

4. The functions of the Board shall be

(1) To make recommendations to the Partner Governments and to National Bodies on the following matters relating to their external telecommunication systems :

- (a) The formulation and execution of the joint telecommunication policy of the Partner Governments, including the fixing of rates, (terminal, transit and parcours proportions);
- (b) Co-ordination of the development of the cable and wireless systems of the British Commonwealth and Empire;
- (c) Extensions to and alterations of the telecommunication systems of the British Commonwealth and Empire;
- (d) The provision and, where appropriate, the apportionment among National Bodies, of capital expenditure on projects;
- (e) Co-ordination with the appropriate authorities on telecommunication matters affecting the defence of the British Commonwealth and Empire or any part thereof;
- (f) Co-ordination of research in telecommunication matters conducted by National Bodies;
- (g) The exchange of personnel between the Board and National Bodies;
- (h) Any other telecommunication matter which may be referred to the Board by any of the Partner Governments or by any National Body;

(2) At the request of the Partner Governments or National Bodies to conduct negotiations with foreign telecommunication interests on their behalf;

(3) To promote and conduct research in telecommunication matters;

(4) To purchase or otherwise acquire and turn to account in any manner that may be thought fit any Letters Patent or patent rights or any interest in any Letters Patent or patent rights, *brevets d'invention*, licences, concessions, and the like conferring an exclusive or non-exclusive or limited right to use any secret or other information as to any invention in relation to any device or machine serving or calculated to serve any useful purpose in connection with any of the functions of the Board or with the business of any National Body;

(5) To set up and administer a Central Fund for the receipt of the net revenues of the National Bodies;

(6) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Board, or the dependents or connections of such persons and to grant pensions and allowances and to make payments towards insurances, and to subscribe or guarantee money for charitable or benevolent or educational objects, or for any exhibition, or for any public, general or useful objects;

(7) To borrow money temporarily in anticipation of revenue;

(8) To sell, improve, manage, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Board;

(9) To enter into, make and perform contracts of guarantee and indemnity of whatsoever kind which may be necessary or convenient for the purpose of the Board's functions;

(10) To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors or otherwise, and either alone, or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise;

(11) To do all such other things as the Board may deem incidental or conducive to the discharge of any of their functions.

#### ORGANISATION

5. (1) The Chairman of the Board shall be entitled to preside at the meetings thereof.

(2) There shall be a Vice-Chairman of the Board who shall be appointed by the Board and shall be entitled to preside at meetings of the Board in the absence of the Chairman.

(3) The Chairman or other officers authorised by him shall, subject to such regulations as may be made by the Board as hereinafter provided, summon all meetings of the Board for the despatch of business.

6. (1) The Board shall meet for the despatch of business, and shall from time to time make such regulations with respect to the summoning, notice, place, quorum, management and adjournment of such meetings and generally with respect to the transaction and management of their business as they may think fit, subject to the following conditions :

- (a) Meetings shall normally be held in London in the United Kingdom, but from time to time as may be found convenient, meetings shall also be held in the territories of the other Partner Governments or elsewhere as the Board may determine;
- (b) A quorum for a meeting of the Board shall be not less than two-thirds of the members for the time being;
- (c) Every question shall be decided by a majority of votes of the members present and voting on that question and in case of an equality of votes at any meeting the person presiding at such meeting shall have a second or casting vote provided that, if the question to be decided is claimed by a member either before or at the meeting to be one of Governmental policy and unanimity cannot be obtained, the Chairman shall refer the question to the Partner Governments together with his report and recommendations respecting the same and a decision on the question shall be suspended until the views of the Partner Governments have been ascertained.

(2) Where a member through illness or absence from the country in which the meeting is to be held is unable to attend a meeting the Partner Government by whom that member was appointed shall have the right to nominate a person to act as alternate member in his place for the purposes of that meeting; and on such nomination being made the alternate member shall (except in regard to remuneration) be subject in all respects to the terms and conditions existing with reference to the other members and whilst acting as an alternate member shall exercise and discharge all the functions, powers and duties of the member whom he represents.



7. The Board may at any time appoint a Committee or Committees of their own members for such purpose and on such conditions as the Board may decide, but the conclusions of any such Committee shall be subject to ratification by the Board.

8. (1) The Board shall appoint a chief executive officer who shall be called the Director-General.

(2) The Board shall appoint such other officers and staff as they may think necessary for the efficient transaction of their business and shall fix such rates of remuneration, including that of the Director-General, as they shall think proper. Subject to the provisions of any contract between the Board and any officer, the Board may remove any officer (other than a member) however appointed.

(3) No member shall be appointed to any executive office of the Board.

#### POWER TO APPOINT ADVISORY COMMITTEES

9. The Board may appoint persons or Committees to advise them with regard to all or any matters connected with telecommunication services and the business operations and affairs of the Board. Committees shall have power to appoint Advisory Sub-Committees. Committees shall be appointed for such purposes and on such conditions as the Board may decide. The Board may from time to time make regulations with regard to the meetings and proceedings of any such Committees or Sub-Committees. The Board may pay the expenses of any such Committees or Sub-Committees including the expenses of the members in attending them.

#### MEMBERS

10. (1) Members of the Board shall, subject to the provisions as to disqualification hereinafter contained, be entitled to remain in office for such period as may be fixed at the time of their appointment, which shall not exceed a period of five years.

(2) A retiring member shall be eligible for re-appointment.

11. A member shall *ipso facto* cease to be a member

- (a) in the case of the Chairman, if his appointment be terminated at the joint request of the Partner Governments, or
- (b) in the case of any other member, if his appointment be terminated by that one of the Partner Governments which appointed him, or
- (c) if he becomes of unsound mind or bankrupt or compounds with his creditors, or
- (d) if he sends in a written resignation of his office to the Board, or
- (e) if the Government which appointed him ceases to be a Partner Government.

12. (1) The members shall receive by way of remuneration for their services as Chairman, Vice-Chairman or members, as the case may be, the sums following (to be deemed to accrue from day to day), that is to say :

	<i>Per annum</i>
	£
The Chairman . . . . .	3,500
The Vice-Chairman . . . . .	1,500
Each of the other members . . . . .	1,000

In addition members appointed by Partner Governments (other than the United Kingdom) may be paid such subsistence allowance (not exceeding £500 per annum) as the Board consider reasonable.

Members may also be reimbursed for expenses properly incurred by them in the due performance of their office.

(2) Except as in this clause expressly provided, no moneys of the Board derived from any source shall in any event be divided by way of profit or otherwise amongst the members.

#### FINANCIAL

13. (1) Prior to the beginning of each financial year the Board shall prepare and approve a budget setting forth the estimates of their expenditure for that year. Estimates of current expenses (which may include a reasonable sum in order to provide a working balance for the year) and capital expenditure shall be shown separately in the budget and shall be sub-divided under appropriate headings.

(2) The Board shall forward a copy of the budget so prepared and approved to each of the National Bodies and the Partner Governments.

(3) The current expenses of the Board shall be defrayed out of the Central Fund in accordance with the budget.

(4) The adoption of the budget, in so far as it provides for capital expenditure, shall be subject to the approval of the Partner capital expenditure, shall be subject to the approval of the Partner Governments. On giving their approval the Partner Governments shall make provision of the requisite funds through the National Bodies.

#### ANNUAL REPORT AND STATEMENT OF ACCOUNTS

14. (1) The accounts of the Board shall be audited annually by an auditor or auditors, who shall be appointed by the Board after obtaining the approval of the Partner Governments.

(2) The Board shall, as soon as may be after the end of every year, prepare a General Report of their proceedings for that year and attach thereto a Statement of Accounts.

(3) The Chairman shall, on the completion of every such annual General Report and Statement of Accounts and the Auditors' Report thereon, forthwith submit the same to the Partner Governments and arrange for the same to be published in the territories of the Partner Governments.

#### GENERAL

15. The Board shall at all times observe the provisions of any International Conventions relating to telecommunications to which the Partner Governments have subscribed.

16. The Board shall treat persons domiciled in any of the territories of the Partner Governments as equally eligible for appointment to the Board's staff.

17. (1) No act or proceeding of the Board or of any Committee established by the Board shall be questioned on account of any vacancy or vacancies in the Board or any such Committees.

(2) No defect in the appointment of any person acting as Chairman, Vice-Chairman or member or as a member of any Committee established by the Board shall be deemed to vitiate any proceedings of the Board or of such Committee in which he has taken part, in cases where the other parties to such proceedings form the necessary quorum and are duly entitled to act.

(3) Any instrument which, if made by a private person, would be required to be under seal, shall be under the seal of the Board and signed by one or more members authorised for that purpose by a resolution of the Board and counter-signed by the proper officer. Any notice, appointment, contract, order or other document made by or proceeding from the Board which is not required to be under seal shall be signed by such members or officers as the Board may direct.

(4) The proper officer of the Board shall be the Director-General or any other officer duly authorised by the Board.

### THIRD SCHEDULE

#### FORM OF AGREEMENT BETWEEN PARTNER GOVERNMENTS, BOARD AND NATIONAL BODY

\* AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and \_\_\_\_\_ BETWEEN HIS MAJESTY'S GOVERNMENT IN \_\_\_\_\_ (hereinafter referred to as "the \_\_\_\_\_ Government") of the first part THE COMMONWEALTH TELECOMMUNICATIONS BOARD (hereinafter referred to as "the Board") of the second part and THE \_\_\_\_\_ (hereinafter referred to as "the National Body") of the third part.

WHEREAS pursuant to the recommendations of a Commonwealth Telecommunications Conference held in London in July One thousand nine hundred and forty five an Agreement has been made between the Governments of the United Kingdom, Canada, Australia, New Zealand, South Africa, India and Southern Rhodesia (hereinafter collectively referred to as "the Partner Governments") for certain measures designed to promote the efficiency and development of the telecommunication services of the British Commonwealth and Empire, including

(a) the establishment of a Central Body on which all the Partner Governments should be represented, and

(b) the execution of an Agreement in the terms hereinafter set out between the Central Body so established, each of the Partner Governments and the body by which under the said Agreement certain telecommunication assets stations and plant situate in the territory of that Partner Government are to be operated

AND WHEREAS the Board has been established as the Central Body having the functions and constitution more particularly set out in the Second Schedule to the said Agreement

AND WHEREAS the National Body is the body by which under the said Agreement certain telecommunication stations and plant situate in the territories of, or used by, the Government are to be operated

\* Alterations will be necessary if the National Body is a Department of the Partner Government.

NOW IT IS HEREBY AGREED as follows :

1. The Board shall from time to time make recommendations to the Government and to the National Body on the following matters relating to their external telecommunication systems :

- (a) the formulation and execution of the joint telecommunication policy of the Partner Governments, including the fixing of rates (terminal, transit and parcours proportions);
- (b) co-ordination of the development of the cable and wireless systems of the British Commonwealth and Empire;
- (c) extensions to and alterations of any portion of the telecommunication systems of the National Body which does, or might, form part of the British Commonwealth and Empire network;
- (d) co-ordination with the appropriate authorities on telecommunication matters affecting the defence of the British Commonwealth and Empire or any part thereof;
- (e) co-ordination of research in telecommunication matters to be conducted by the Board, the National Body and other National Bodies operating in the territories of the other Partner Governments;
- (f) the exchange of personnel between the Board, the National Body and other National Bodies operating in the territories of the other Partner Governments;
- (g) any other telecommunication matter which may be referred to the Board by the  
Government or the National Body.

2. The Board shall, at the request of the Government or the National Body, conduct negotiations with foreign telecommunication interests on their behalf.

3. The Government and the National Body agree to use the Board as a means of consultation on all or any of the matters mentioned in the foregoing clauses and on any other matters substantially affecting the external telecommunication services of the Partner Governments and will give due consideration to the recommendations and advice given by the Board.

4. (1) Before making any extension or alteration to any portion of its telecommunication system which does, or might, form part of the British Commonwealth and Empire network the National Body will furnish to the Board

- (a) particulars (together with plans where appropriate) of the extensions or alterations proposed, and
- (b) an estimate of the expenditure involved.

(2) The Board will forthwith consider any such particulars and estimates and will make recommendations thereon and the National Body will give due consideration to the recommendations of the Board.

(3) If schemes are submitted which involve expenditure by two or more Partner Governments the Board will make recommendations as to the proportions in which the expenditure is to be borne by the Partner Governments concerned or the National Bodies operating in their territories.

5. (1) The National Body will furnish to the Board a budget of its expenditure in respect of each financial year (including its programme of capital expenditure) on any portion of its telecommunication system which does, or might, form part of the British Commonwealth and Empire network.

(2) The Board will forward for the consideration of the National Body such comments as they think fit with respect to the budget so furnished.

6. The National Body will furnish to the Board statements of account in respect of each financial year of the National Body in such form as may be agreed.

7. (1) The Board shall open an account for the National Body in the Central Fund.

(2) The National Body shall pay to the Board an amount equal to the net revenues derived from the external telecommunication services of the Government during any year and the Board shall credit the amount to the National Body's account in the Fund.

For the purposes of this sub-clause the net revenues derived from the external telecommunication services of the Government (including both telegraph and telephone whether operated by the National Body or not) during any year are the gross receipts during that year from all such services (except (a) manufacturing services, (b) land line services between contiguous territories and (c) ship to shore, civil aviation, meteorological services and other similar services) less

- (i) administrative expenses,
  - (ii) operating expenses,
  - (iii) depreciation and renewals,
  - (iv) interest on capital,
  - (v) terminal and transit charges,
  - (vi) outpayments to other operators (except other national bodies),
  - (vii) all taxes (other than taxes on income or profits),
  - (viii) such other expenses connected with the operation and maintenance of the services as the Board and the National Body may agree.
- (3) The moneys paid into the Fund in respect of any year shall be applied
- (a) as a first charge in defraying the current expenses of the Board for that year in accordance with the budget for that year as approved and adopted in accordance with paragraph 13 of the Second Schedule to the Agreement mentioned in the first recital hereto;
  - (b) in meeting any deficiency in the net revenues derived from the external telecommunication services of the United Kingdom during that year up to an amount not exceeding the cost to the United Kingdom National Body of cable maintenance and provision for cable renewals for that year.

For the purposes of paragraph (b) of this sub-clause the net revenues derived from the external telecommunication services of the United Kingdom during any year shall be ascertained on the same basis as is provided in sub-clause (2) but no deduction shall be made in respect of any amount which the United Kingdom National Body is required to pay under sub-clause (4) towards the current expenses of the Board for that year.

(4) The National Body shall bear the same proportion of the expenses of the Board paid out of the Central Fund under sub-clause (3) (a) above for any year as the revenue for that year from the originating traffic in \_\_\_\_\_ bears to the total revenues from the originating traffic in the territories of all the Partner Governments for that year, or such other proportion as the Board may consider reasonable. The account of the National Body in the Fund shall be debited accordingly and, if in respect of that year the National Body has made no payment to the Fund under sub-clause (2) or has made a payment under that sub-clause which is less than the amount so apportioned to it as above, it will pay to the Fund the amount so apportioned or, as the case may be, the deficiency.

(5) The account of the National Body in the Fund in any year will be debited with such proportion of the sums applied under sub-clause (3) (b) above as the revenue for that year from originating traffic in \_\_\_\_\_ bears to the total revenues for that year from originating traffic in the territories of all the Partner Governments (other than the United Kingdom) for that year, or such other proportion as the Board may consider reasonable.

*In the Agreement entered into by the United Kingdom Government and the United Kingdom National Body, sub-clause (5) will begin "the Account of the National Bodies of the other Partner Governments will be debited ..."*

(6) The acceptance of the liability under sub-clauses (3) (b) and (5) and the payment of any amounts calculated thereunder shall be regarded as settlement of the indebtedness of the National Bodies among themselves in respect of transmission over the Commonwealth communication system of traffic originating in or destined for the territories of the Partner Governments.

(7) Any balance standing to the credit of the National Body in the Fund in respect of any year after making the debits mentioned in sub-clauses (4) and (5) shall be repaid to the National Body.

*In the Agreement between the United Kingdom Government and the United Kingdom National Body omit "and (5)" above.*

8. This Agreement shall determine in accordance with the provisions of Clause 10 of the said Agreement referred to in the first recital hereto.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

*[The Agreement was signed on behalf of the Governments of the United Kingdom, Canada, Australia, New Zealand, South Africa, India, and Southern Rhodesia.]*

#### PROTOCOL

This Agreement has been executed on the understanding—

First, that the obligation of any Partner Government under Clause 1 thereof shall be deemed to be fully performed and discharged by its acquisition of such part only of the undertaking of a local company operating external telecommunication services in its territory as consists of assets used in or in connexion with such services; and

Second, that the Agreement does not commit the Partner Governments to the terms or principles of the financial arrangements embodied in Clause 7 of the Third Schedule thereto, the intention of the Partner Governments being, on the recommendation of the Commonwealth Communications Council exercising the functions of the Commonwealth Telecommunications Board for the purpose of Clause 6 (2) of his Agreement, to modify the aforesaid financial arrangements prior to the confirmation of this Agreement.

[*The Protocol was signed on behalf of the Governments of the United Kingdom, Canada, Australia, New Zealand, South Africa, India and Southern Rhodesia.*]

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COMMONWEALTH TELEGRAPHS AGREEMENT, 1963.<sup>1</sup>  
SIGNED AT LONDON, ON 25 JULY 1963

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THIS AGREEMENT is made on the 25th day of July, One Thousand nine hundred and sixty three BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND of the first part THE GOVERNMENT OF CANADA of the second part THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA of the third part THE GOVERNMENT OF NEW ZEALAND of the fourth part THE GOVERNMENT OF INDIA of the fifth part THE GOVERNMENT OF CEYLON of the sixth part THE GOVERNMENT OF THE FEDERATION OF RHODESIA AND NYASALAND of the seventh part THE GOVERNMENT OF THE REPUBLIC OF CYPRUS of the eighth part THE GOVERNMENT OF THE FEDERATION OF NIGERIA of the ninth part THE GOVERNMENT OF GHANA of the tenth part and THE GOVERNMENT OF THE FEDERATION OF MALAYA of the eleventh part (all of whom are hereinafter collectively referred to as "the Partner Governments")

WHEREAS

a. This Agreement is supplemental to an Agreement made on the eleventh day of May, 1948 (hereinafter referred to as "the 1948 Agreement"),<sup>2</sup> between His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland of the first part His Majesty's Government in Canada of the second part His Majesty's Government in the Commonwealth of Australia of the third part His Majesty's Government in the Dominion of New Zealand

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<sup>1</sup> Came into force on 25 July 1963, in accordance with clause 6, for all the Governments which signed on that date the Agreement. For the list of signatures, see p. 314 of this volume.

<sup>2</sup> See p. 268 of this volume.

of the fourth part His Majesty's Government in the Union of South Africa of the fifth part His Majesty's Government in India of the sixth part and the Government of Southern Rhodesia of the seventh part (all of whom are hereinafter collectively referred to as "the original Partner Governments") which provided for certain measures designed to promote and co-ordinate the efficiency and development of the telecommunication services of the British Commonwealth and Empire.

*b.* As from the twenty-sixth day of January, 1950, India became a Republic but remained a Member of the Commonwealth.

*c.* Each of the undermentioned Governments has adhered to the 1948 Agreement pursuant to the provisions contained in Clause 9 thereof and has been admitted as a Partner Government and no modification to the provisions of the 1948 Agreement was considered necessary or expedient to adapt them to the terms and consequences of the admission of any of the said Governments :

<i>Government</i>	<i>Date of Adherence</i>
The Government of Ceylon . . . . .	1st June, 1951
The Government of the Republic of Cyprus . . . . .	1st April, 1961
The Government of the Federation of Nigeria . . . . .	12th March, 1962
The Government of Ghana . . . . .	3rd April, 1962
The Government of the Federation of Malaya . . . . .	1st September, 1962

*d.* Under the operation of the Federation of Rhodesia and Nyasaland (Constitution) Order in Council, 1953, made under the provisions of the United Kingdom Rhodesia and Nyasaland Federation Act, 1953, the Government of Southern Rhodesia as from the first day of July, 1954, ceased to control external telecommunications and accordingly ceased to be qualified to be a Partner Government and it has been agreed by the original Partner Governments and by the Government of Ceylon that the Government of the Federation of Rhodesia and Nyasaland as from the first day of July, 1954, should become a Partner Government in the place of the Government of Southern Rhodesia and as from that date should become entitled to and accept liability for all the assets and liabilities of the Government of Southern Rhodesia as a Partner Government.

*e.* Except as appears from Recital *p* hereto the Partner Governments have taken all the necessary action either by legislation or otherwise to implement the recommendations of the Commonwealth Telecommunications Conference, 1945 (recited in the 1948 Agreement), and to implement the provisions of the 1948 Agreement. The legislation in questions is as follows :

<i>Partner Government</i>	<i>Legislation</i>	<i>Date of Act</i>
United Kingdom . . . . .	Cable and Wireless Act, 1946, and Commonwealth Tele- graphs Act, 1949	6th November, 1946 31st May, 1949
Canada . . . . .	The Canadian Overseas Tele- communication Corpora- tion Act	10th December, 1949



<i>Partner Government</i>	<i>Legislation</i>	<i>Date of Act</i>
Australia . . . . .	Overseas Telecommunication Act, 1946, and Overseas Telecommunication Act, 1952	7th August, 1946 1st November, 1952
Southern Rhodesia . . . . .	Cable and Wireless Workers Transfer Act, 1949	12th August, 1949
Ceylon . . . . .	Overseas Telecommunication Act, No. 61 of 1957	21st December, 1957

f. Pursuant to the provisions of Clauses 3 and 4 of the 1948 Agreement the Commonwealth Telecommunications Board (hereinafter referred to as "the Board") has been established and has held Meetings and the original Partner Governments and the Partner Governments have made their due contributions to the expenses of the Board.

g. Pursuant to Clause 5 of the 1948 Agreement the Partner Governments have nominated existing departments or established public corporations as their National Bodies as follows :

<i>Partner Government</i>	<i>National Body</i>
United Kingdom . . . . .	Post Office
Canada . . . . .	Canadian Overseas Telecommunication Corporation
Australia . . . . .	Overseas Telecommunications Commission (Australia)
New Zealand . . . . .	Post Office
India . . . . .	Ministry of Communications (Overseas Communications Service)
Ceylon . . . . .	Posts and Telecommunications Department
The Federation of Rhodesia and Nyasaland . . . . .	Ministry of Posts
Cyprus . . . . .	Cyprus Telecommunications Authority
The Federation of Nigeria . . . . .	Nigerian External Telecommunications, Ltd.
Ghana . . . . .	The Department of Posts and Telecommunications
The Federation of Malaya . . . . .	The Telecommunications Department, Federation of Malaya

h. The 1948 Agreement by Clause 6(1) provided that each National Body should enter into an Agreement with the Board in the terms set out in the Third Schedule thereto but no Third Schedule Agreements have so far been executed.

i. The form of Agreement set out in the Third Schedule to the 1948 Agreement is no longer appropriate having regard to the changes which have taken place since 1948 and the Partner Governments have agreed to substitute therefor a revised form of Agreement.

*j.* The 1948 Agreement by Clause 6(2) provided that the terms and principles of the financial arrangements contained in Clause 7 of the Agreement set out in the Third Schedule thereto might on the recommendation of the Board be modified from time to time in such manner as the Partner Governments might agree to be equitable and convenient and a Protocol was added to the 1948 Agreement stating that it had been executed on the understanding *inter alia* that it did not commit the original Partner Governments to the terms or principles of the financial arrangements embodied in Clause 7 of the Third Schedule thereto, the intention being on the recommendation of the Board to modify the aforesaid financial arrangements prior to the confirmation of the 1948 Agreement.

*k.* Alternative financial arrangements set out in a substitute Clause 7 to the Third Schedule to the 1948 Agreement have been recommended by the Board accepted by all Partner Governments and have been in force from the first day of April, 1950.

*l.* The original Partner Governments agreed to amend the provisions in the Second Schedule to the 1948 Agreement as to the remuneration of the Chairman of the Board and as to the title of the chief executive officer of the Board and these amendments were effected by the Commonwealth Telegraphs Act 1949 Amendment Regulations 1951, which came into operation on the thirty-first day of March, 1951, and were made under the United Kingdom Commonwealth Telegraphs Act, 1949.

*m.* The original Partner Governments and the Government of Ceylon agreed to amend the provisions in the Second Schedule to the 1948 Agreement as to the remuneration of the Vice-Chairman and members of the Board and these amendments were effected by the Commonwealth Telegraphs Act 1949 Amendment Regulations 1953, which came into operation on the twentieth day of July, 1953, and were made under the United Kingdom Commonwealth Telegraphs Act, 1949.

*n.* The original Partner Governments (other than Southern Rhodesia which was no longer a Partner Government) the Government of Ceylon and the Government of the Federation of Rhodesia and Nyasaland agreed to amend further the provisions in the Second Schedule to the 1948 Agreement as to the remuneration of the Chairman, the Vice-Chairman and members of the Board, and so as to provide that a Chairman of the Board whose permanent home is outside the United Kingdom may be paid travelling and removal expenses in respect of himself and his dependents and these amendments were effected by the Commonwealth Telegraphs Act, 1949 Amendment Regulations 1960, which came into operation on the first day of April, 1960, and were made under the United Kingdom Commonwealth Telegraphs Act, 1949.

*o.* The Partner Governments agreed to amend the provisions in the Second Schedule to the 1948 Agreement so as to provide that with effect from the first day of October, 1962, a Chairman of the Board whose permanent home is outside

the United Kingdom may be paid hotel expenses in respect of himself and his dependents incurred before taking up his appointment and on the termination thereof and this amendment was effected by the Commonwealth Telegraphs Act 1949 Amendment Regulations 1963, which came into operation on the first day of April, 1963, and were made under the United Kingdom Commonwealth Telegraphs Act, 1949.

*p.* The 1948 Agreement by Clause 11 provided that each original Partner Government should take appropriate action (whether by legislation or otherwise) to confirm it and at various dates in the years 1951 and 1952 such action was taken by all the original Partner Governments except the Government of India.

*q.* The 1948 Agreement by Clause 12 provided that it should come into force when it had been confirmed by all the original Partner Governments and on the twenty-eighth day of July, 1953, the Government of India suggested to the Board that though the 1948 Agreement had not then been so confirmed it had already *de facto* come fully into force and that it was desirable for the original Partner Governments and the Government of Ceylon to agree on an earlier date at which it should be deemed to have come into force and suggested the thirty-first day of May, 1949, being the date of the enactment of the United Kingdom Commonwealth Telegraphs Act, 1949, mentioned in Recital *e* hereto.

*r.* The Government of India's proposal set out in Recital *q* above has been accepted by the original Partner Governments and by the Government of Ceylon and the Government of India has accordingly confirmed the 1948 Agreement on the eighteenth day of September, 1957, so that the 1948 Agreement has now been confirmed by all the original Partner Governments.

*s.* The Union of South Africa on the thirty-first day of May, 1961, ceased to be a Member of the Commonwealth and thereupon under the provisions of Clause 10 of the 1948 Agreement forthwith ceased to be a Partner Government for the purposes of that Agreement.

*t.* The Partner Governments are entering into this supplemental Agreement for the purpose of giving such effect as is necessary to the changes recited above.

NOW IT IS HEREBY AGREED as follows :

*Substitution of the Federation of Rhodesia and Nyasaland for Southern Rhodesia as a Partner Government*

1. As from the first day of July, 1954, the Government of Southern Rhodesia ceased to be a Partner Government and as from that day the Government of the Federation of Rhodesia and Nyasaland became a Partner Government in the place of the Government of Southern Rhodesia and became entitled to and liable for all the assets and liabilities enjoyed by the Government of Southern Rhodesia as a Partner Government whether under the provisions of the 1948 Agreement or otherwise.

*Commonwealth Telecommunications Board and National Bodies*

2. The provisions of the Second Schedule to the 1948 Agreement shall be amended as follows :

(1) Sub-paragraph (1) of paragraph 12 is hereby revoked and the following sub-paragraph substituted therefor :

“ (1) The members shall receive as from the first day of October, 1958, for their services as Chairman, Vice-Chairman or members as the case may be the sums following (to be deemed to accrue from day to day) that is to say :

The Chairman . . . . .	£3,500 per annum
The Vice-Chairman . . . . .	£2,500 per annum
Each of the other members . . . . .	£1,750 per annum

In addition :

- (a) A Chairman who resides in the United Kingdom for the performance of his office but whose permanent home is outside the United Kingdom, may be paid an overseas allowance at a rate not exceeding £1,000 per annum if and so long as the Partner Governments consider such an allowance to be appropriate in the circumstances of his case.
- (b) Members appointed by Partner Governments (other than the Government of the United Kingdom) may be paid such subsistence allowance (not exceeding £500 per annum) as the Board consider reasonable.
- (c) A Chairman whose permanent home at the time of his appointment is outside the United Kingdom and who resides in the United Kingdom for the performance of his office may be paid such sums as the Partner Governments may consider reasonable in respect of such of the following expenses incurred by him or by such persons as appear to the Partner Governments to be his dependents (which persons are hereinafter referred to as “ his dependents ”) as the Partner Governments may decide in the circumstances of the case :
  - (i) The expenses of himself and of his dependents of travelling to the United Kingdom on his taking up his appointment, and of travelling on the termination of his appointment to the country in which he had his permanent home at the time of his appointment or to such other country as the Partner Governments may agree.
  - (ii) The expenses of removing his household and other furniture and effects to the United Kingdom on taking up his appointment, and of transporting them on the termination of his appointment to the country in which he had his permanent home at the time of his appointment or to such other country as the Partner Governments may agree.

- (iii) The expenses of himself and his dependents of residing in an hotel for such period as the Partner Governments may agree (a) prior to his departure from the country in which he had his permanent home at the time of his appointment and on his arrival in the United Kingdom for the purpose of taking up his appointment and (b) on the termination of his appointment prior to his departure from the United Kingdom and on his return to the country of such permanent home or on his arrival in such other country as the Partner Governments may agree.
- (d) All members may be reimbursed their expenses properly incurred in the due performance of their office.”

(2) For the words “ the Director-General ” in paragraphs 8(1) 8(2) and 17(4) there shall be substituted the words “ the Secretary General.”

3. In substitution for the Agreement in the terms set out in the Third Schedule to the 1948 Agreement each Partner Government and unless the National Body is a Department thereof the National Body shall enter into an Agreement with the Board in the terms set out in the Schedule hereto.

#### *Coming into force*

4. Clause 12 of the 1948 Agreement is hereby revoked and the following clause substituted therefor :

“ 12. This Agreement shall be deemed to have come into force on the thirty-first day of May, 1949.”

5. The 1948 Agreement as modified by this supplemental Agreement shall continue in force so far as the provisions of the same are now subsisting and capable of taking effect and are applicable to the altered circumstances hereinbefore appearing.

6. This supplemental Agreement shall come into force the day and year first above written.

#### SCHEDULE

##### FORM OF AGREEMENT BETWEEN PARTNER GOVERNMENTS BOARD AND NATIONAL BODY

\*An Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 1963 between the Government of \_\_\_\_\_ (hereinafter referred to as “ the \_\_\_\_\_ Government ”) of the first part the Commonwealth Telecommunications Board (hereinafter referred to as “ the Board ”) of the second part and the \_\_\_\_\_ (hereinafter referred to as “ the National Body ”) of the third part.

Whereas pursuant to the recommendations of a Commonwealth Telecommunications Conference held in London in July, 1945, a Commonwealth Telegraphs Agree-

\* Where the National Body is a Department of the Partner Government, the only parties to the Agreement will be the Government and the Board.

ment dated the 11th day of May, 1948, (hereinafter referred to as "the 1948 Agreement") was made between the Governments of the United Kingdom, Canada, Australia, New Zealand, South Africa, India and Southern Rhodesia (hereinafter collectively referred to as "the original Partner Governments") for certain measures designed to promote and co-ordinate the efficiency and development of the telecommunications services of the British Commonwealth and Empire.

And whereas each of the undermentioned Governments has adhered to the 1948 Agreement and has been admitted as a Partner Government :

<i>Government</i>	<i>Date of Adherence</i>
The Government of Ceylon . . . . .	1st June, 1951
The Government of the Republic of Cyprus . . .	1st April, 1961
The Government of the Federation of Nigeria . . .	12th March, 1962
The Government of Ghana . . . . .	3rd April, 1962
The Government of the Federation of Malaya . . .	1st September, 1962

And whereas the Union of South Africa on the thirty-first day of May, 1961, ceased to be a Member of the Commonwealth and thereupon under the provisions of Clause 10 (1) of the 1948 Agreement forthwith ceased to be a Partner Government for the purposes of that Agreement.

And whereas the 1948 Agreement has been or will be varied by a further Commonwealth Telegraphs Agreement signed by the Government on the date hereof (hereinafter referred to as "the 1963 Agreement" the 1948 Agreement and the 1963 Agreement being hereinafter together referred to as "the 1948 and 1963 Agreements") made between the Governments of the United Kingdom, Canada, Australia, New Zealand, India, Ceylon, the Federation of Rhodesia and Nyasaland, the Republic of Cyprus, the Federation of Nigeria, Ghana and the Federation of Malaya which provided *inter alia* for the admission of the Federation of Rhodesia and Nyasaland as a Partner Government in place of Southern Rhodesia (the parties to the 1963 Agreement being hereinafter collectively referred to as "the Partner Governments") and for the substitution of this form of Agreement for the form of Agreement which was set out in the Third Schedule to the 1948 Agreement.

And whereas the 1948 and 1963 Agreements provided for

- (a) the establishment of a Central body on which all the Partner Governments should be represented and
- (b) the execution of an Agreement in the terms hereinafter set out between the Central Body so established, each of the Partner Governments and (unless the body next hereinafter mentioned is a Department of the Partner Government concerned) the body by which under the 1948 and 1963 Agreements certain telecommunication assets, stations and plant situate in the territory of that Partner Government are operated.

And whereas the Board has been established as the Central Body having the functions and constitution more particularly set out in the Second Schedule to the 1948 Agreement as varied by the provisions of the 1963 Agreement.

And whereas the National Body is the body by which under the 1948 and 1963

Agreements certain telecommunication stations and plant situate in the territories of or used by the Government are operated.\*

Now it is hereby agreed as follows :

1. The Board shall from time to time make recommendations to the Government and to the National Body on the following matters relating to their external telecommunication systems :

- (a) the formulation and execution of the joint telecommunication policy of the Partner Governments including the fixing of rates (terminal transit and parcours proportions)
- (b) co-ordination of the development of the cable and wireless systems of the Commonwealth
- (c) extensions to and alterations of any portion of the telecommunication systems of the National Body which does or might form part of the Commonwealth network
- (d) co-ordination with the appropriate authorities on telecommunication matters affecting the defence of the Commonwealth or any part thereof
- (e) co-ordination of research in telecommunication matters to be conducted by the Board the National Body and other National Bodies operating in the territories of the other Partner Governments
- (f) the exchange of personnel between the Board the National Body and other National Bodies operating in the territories of the other Partner Governments
- (g) any other telecommunication matter which may be referred to the Board by the Government or the National Body.

2. The Government and the National Body agree to use the Board as a means of consultation on all or any of the matters mentioned in the foregoing clauses and on any other matters substantially affecting the external telecommunication services of the Partner Governments and will give due consideration to the recommendations and advice given by the Board.

3. The Board shall at the request of the Government or the National Body conduct negotiations with foreign telecommunication interests on their behalf.

4. (1) Before making any extension or alteration to any portion of its telecommunication system which does or might form part of the Commonwealth network the National Body will furnish to the Board

- (a) particulars (together with plans where appropriate) of the extensions or alterations proposed and
- (b) an estimate of the expenditure involved.

\* Where the National Body is a Department of the Partner Government this clause should read as follows :

“ And whereas the body by which under the 1948 and 1963 Agreements certain telecommunication stations and plant situate in the territories of or used by the Government are to be operated is the (hereinafter referred to as “ the National Body ”). ”

and should be succeeded by the following recital :

“ And whereas the National Body being a Department of the Government will as such be bound by the execution of this Agreement by the Government. ”

(2) The Board will forthwith consider any such particulars and estimate and will make recommendations thereon and the National Body will give due consideration to the recommendations of the Board.

(3) If schemes are submitted which involve expenditure by two or more Partner Governments the Board will make recommendations as to the proportions in which the expenditure is to be borne by the Partner Governments concerned or the National Bodies operating in their territories.

5. (1) The National Body will furnish to the Board a budget of its expenditure in respect of each financial year (including its programme of capital expenditure) on any portion of its telecommunication system which does or might form part of the Commonwealth network.

(2) The Board will forward for the consideration of the National Body such comments as they think fit with respect to the budget so furnished.

6. The National Body will furnish to the Board statements of account in respect of each financial year of the National Body in such forms as may be agreed.

7. (1) The aggregate expenses of the Commonwealth common-user system of telecommunications incurred in each financial year by the National Bodies of all the Partner Governments and any operators subordinate to them and the current expenses of the Board in each financial year shall be shared between the National Bodies in proportion to the net revenue derived by each National Body in that year from the external telecommunication services operated by it or by any operator subordinate to it other than any services which the Partner Governments have agreed or may hereafter agree to exclude from the operation of this clause.

(2) The National Body shall retain its net revenue and the sharing of the aggregate expenses of the common-user system between the National Bodies in accordance with sub-Clause (1) of this clause shall constitute the settlement of the indebtedness of the National Bodies among themselves in respect of their use of the common-user system.

(3) The Board with the concurrence of the Partner Governments shall from time to time prescribe :

- (a) what constitutes the Commonwealth common-user system of telecommunications for the purposes of sub-Clauses (1) and (2) of this clause.
- (b) the expenses which are to be regarded as expenses of the common-user system for the purpose of sub-Clause (1) of this clause
- (c) the manner in which such expenses are to be computed
- (d) the manner in which the net revenue of each National Body is to be computed for the purposes of sub-Clauses (1) and (2) of this clause
- (e) what settlement shall be made between the National Bodies in respect of unbalance of traffic
- (f) the manner in which sums payable in settlement of unbalance of traffic shall be calculated.

(4) The Board shall from time to time determine :

- (a) the accounting arrangements which are necessary to give effect to this clause
- (b) times and manner in which sums due from the National Body to the Board or to another National Body or from the Board or another National Body to the National Body shall be paid and
- (c) the currencies in which accounts are to be prepared.



(5) The financial arrangements which are made from time to time under this clause constitute the Central Fund which is to be set up and administered by the Board and the accounts therein which are to be opened by the Board for the National Body and the other National Bodies.

(6) Nothing in this clause shall affect the proviso to clause (c) of sub-paragraph (1) of paragraph 6 of the Second Schedule to the 1948 Agreement.

8. This Agreement shall determine in accordance with the provisions of Clause 10 of the 1948 Agreement.

9. This Agreement shall come into force on the date on which the 1963 Agreement comes into force.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

For the Government of the United Kingdom :

J. R. BEVINS

For the Government of Canada :

George A. DREW

For the Government of Australia :

E. J. HARRISON

For the Government of New Zealand :

T. L. MACDONALD

For the Government of India :

M. C. CHAGLA

For the Government of Ceylon :

R. S. S. GUNewardENE

For the Government of the Federation of Rhodesia and Nyasaland :

Albert ROBINSON

For the Government of Cyprus :

A. G. SOTERIADES

For the Government of the Federation of Nigeria :

A. MALIKI

For the Government of Ghana :

K. ARMAH

For the Government of the Federation of Malaya :

YA'ACOB