

No. 8006

UNITED STATES OF AMERICA
and
UNITED NATIONS EDUCATIONAL, SCIENTIFIC
AND CULTURAL ORGANIZATION

Exchange of notes constituting an agreement relating
to the preservation of temples from inundation as
a result of the construction of the Aswan High
Dam. Paris, 7 and 16 October 1964

Official text: English.

Registered by the United States of America on 8 December 1965.

ÉTATS-UNIS D'AMÉRIQUE
et
ORGANISATION DES NATIONS UNIES
POUR L'ÉDUCATION, LA SCIENCE
ET LA CULTURE

Échange de notes constituant un accord relatif à la
protection de certains temples contre les inondations
résultant de la construction du haut barrage d'Assouan.
Paris, 7 et 16 octobre 1964

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 8 décembre 1965.

No. 8006. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION RELATING TO THE PRESERVATION OF TEMPLES FROM INUNDATION AS A RESULT OF THE CONSTRUCTION OF THE ASWAN HIGH DAM. PARIS, 7 AND 16 OCTOBER 1964

I

*The United States Permanent Representative, UNESCO,
to the Director-General, UNESCO*

October 7, 1964

Dear Mr. Director-General,

I have the honor to inform you that the Government of the United States hereby grants to the United Nations Educational, Scientific and Cultural Organization (UNESCO) the equivalent of twelve million United States dollars in currency of the United Arab Republic, to be deposited in the International Trust Fund of the Campaign to Save the Monuments of Nubia and to be used by UNESCO to help pay for the direct cost of dismantling the temples of Abu Simbel and removing them to a higher site. The funds are made available for the purpose of preserving the temples from inundation as a result of the construction of the Aswan High Dam.

The Government of the United States desires that the grant be upon the following conditions :

1. The funds shall not be used —
 - a. To remove or preserve any temple other than the two temples of Abu Simbel ;
 - b. To remove the temples of Abu Simbel unless there are sufficient funds available to insure that their removal and preservation can be completed ;
 - c. To finance UNESCO's administrative, promotional, or publicity costs, including, but not limited to, personnel salaries, staff travel and subsistence,

¹ Came into force on 16 October 1964 by the exchange of the said notes.

office equipment and supplies, and publishing and distribution costs.

2. In the event that any of the funds are used in contravention of the prohibitions set forth in paragraph (1.) above, UNESCO shall, upon request of the Government of the United States, pay to that Government a sum equivalent to the amount so used.

3. In the event that the funds, or any portion thereof, are no longer needed for the purposes for which made available, or that such purposes can no longer be effectively carried out, UNESCO shall pay such funds or portion thereof to the Government of the United States of America. UNESCO shall also pay to the Government of the United States its proportionate share of all refunds, rebates, and credits which occur after completion of the work for which the funds have been furnished.

4. UNESCO shall furnish to the Government of the United States —
- a. Six months after the effective date of this agreement and every six months thereafter, an interim technical report describing the work accomplished and an interim fiscal report accounting for the expenditure of the funds ;
 - b. Upon completion of the work for which the funds have been granted, a final and comprehensive technical and fiscal report.

Initial disbursement is to be in the amount of the equivalent of approximately six million United States dollars in currency of the United Arab Republic to meet costs to be incurred through calendar year 1965. The remaining six million dollars equivalent will be disbursed in accordance with requirements established by the Executive Committee for the International Campaign to Save the Monuments of Nubia.

I have the honor to propose that, if these conditions are acceptable to UNESCO, this note and UNESCO's reply concurring therein shall constitute an agreement between the Government of the United States and UNESCO.

Accept, Sir, the renewed assurance of my highest consideration.

Robert H. B. WADE

Mr. René Maheu
Director-General
UNESCO

II

*The Director-General, UNESCO, to the United States Permanent
Representative, UNESCO*

UNITED NATIONS EDUCATIONAL, SCIENTIFIC
AND CULTURAL ORGANIZATION
PARIS

DG /4 /2328

16 October 1964

Dear Mr. Wade,

I have the pleasure to refer to your note dated 7 October 1964 which confirms your announcement to the Executive Board on the morning of the same day, and which reads as follows :

[See note I]

Having conferred, on 15 October 1964, with the Executive Committee of the International Campaign to Save the Monuments of Nubia, I am now in a position to confirm my acceptance as of 7 October, of the terms and conditions of the grant made in your note of 7 October. Your note and this reply shall be regarded as constituting an agreement between the United States of America and UNESCO on this subject.

It is with great satisfaction and gratitude that I welcome the generous action hereby taken by your Government in further support of the International Campaign to Save the Monuments of Nubia, and I should like the deep appreciation of UNESCO for such support to be conveyed to the Government of the United States of America.

Yours sincerely,

René MAHEU
Director-General

Dr. Robert H. B. Wade
Minister
United States Permanent Representative
to UNESCO
UNESCO House — Third Building