

No. 8790

**UNITED STATES OF AMERICA
and
PHILIPPINES**

**Exchange of notes constituting an agreement concerning the
installation and operation of a petroleum products pipe-
line for defense purposes. Manila, 26 August 1966**

Official text: English.

Registered by the United States of America on 3 October 1967.

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

**Échange de notes constituant un accord relatif à l'installa-
tion et à l'utilisation d'un pipeline pour produits pétro-
liers à des fins de défense. Manille, 26 août 1966**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 3 octobre 1967.

No. 8790. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE PHILIPPINES CONCERNING THE INSTALLATION AND OPERATION OF A PETROLEUM PRODUCTS PIPELINE FOR DEFENSE PURPOSES. MANILA, 26 AUGUST 1966

I

The American Ambassador to the Philippine Secretary of Foreign Affairs

No. 154

Manila, August 26, 1966

Excellency :

I have the honor to refer to the Embassy's Note No. 828 dated April 6, 1966, and to the Department of Foreign Affairs' Note No. 12221 dated June 8, 1966, and to discussions between representatives of our two Governments concerning the immediate installation and operation by the United States Government of a petroleum products pipeline from Subic Bay Naval Reservation through Basa Air Base to Clark Air Force Base, as an urgent and important requirement to serve the mutual defense and security interests of our two Governments, pursuant to Article III, subparagraph 2 (*d*) of the United States-Philippine Military Bases Agreement of 1947,² and to propose that the following terms and conditions govern the installation, operation and maintenance of the pipeline :

1. The Philippine Government grants and assures to the U.S. Government full rights of access and use of the land or interest in land required for the installation, operation and maintenance of a petroleum products pipeline from Subic Bay Naval Reservation, through Basa Air Base, to Clark Air Force Base. This includes the free and unobstructed use of rights-of-way along and through public roads and highways or other public lands and authority to enter, occupy and use rights-of-way on or over private lands for the purposes of this agreement. The route of the pipeline will follow generally the national highways from Subic Bay Naval Reservation by way of Dinalupihan, Bataan, Basa Air Base, Porac and Angeles City, Pampanga, to Clark Air Force Base.

¹ Came into force on 26 August 1966 by the exchange of the said notes.

² United Nations, *Treaty Series*, Vol. 43, p. 271; Vol. 68, p. 272; Vol. 185, p. 334; Vol. 213, p. 370; Vol. 229, p. 282; Vol. 325, p. 332; Vol. 564, p. 208, and Vol. 591, p. 354.

2. The United States authorities shall furnish detailed plans showing the specifications and route of the pipeline and the timetable of its installation in specific areas to the appropriate authorities of the Philippine Government.

3. The United States Government agrees that in the installation of the pipeline, account shall be taken of the possibility of moving petroleum products through the pipeline to Basa Air Base for the benefit of the Philippine Air Force in accordance with arrangements to be agreed upon by the Philippines-United States Mutual Defense Board.

4. Where necessary, land or interests in land required for the installation, operation and maintenance of the pipeline and appurtenances will be acquired by the Philippine Government. The United States Government agrees to reimburse the Philippine Government for all reasonable expenses incurred in connection with such acquisition. The land or interests in land thus acquired shall be titled in the Philippine Government and the land along the route of the pipeline already titled in the Philippine Government or any agency thereof shall remain so titled as long as the present agreement remains in effect.

5. Whenever it is necessary to acquire by condemnation or expropriation proceedings interests in real property belonging to any private person, association or corporation, it shall be carried out according to the procedure set forth in Article XXII of the Military Bases Agreement of 1947.

6. The United States Government agrees that there will be no interference in the public use of the public roads and highways along which much of the pipeline will be installed, except to the extent necessary for the installation, operation and maintenance of the pipeline. The Philippine Government may require relocation of any portion of or appurtenances to the pipeline for necessary public works purposes where such relocation will not interfere with or impede essential military operations or maintenance of the pipeline and under such terms and conditions as may be agreed upon by the appropriate authorities of the two Governments. Such relocation will be accomplished by the United States Government at its own expense.

7. Appropriate authorities and agencies of the two Governments will co-operate and mutually assist each other in all aspects of the installation, operation, maintenance and security of the pipeline, including the removal of obstructions along the rights-of-way followed by the pipeline along public roads and highways and the acquisition of rights of access and use across and through privately owned lands.

8. The pipeline shall not be utilized for any private or commercial purpose, or for other than defense purposes, without the prior approval of the Philippine Government. In accordance with the spirit of Article XXV of the Military Bases Agreement of 1947, the United States shall not transfer its rights and interests in the pipeline to any third power or to any private person, entity, or commercial concern without the prior consent of the Philippine Government.

9. Upon termination of this agreement pursuant to paragraph 11, all rights and interests of the United States in the pipeline shall, to the extent not covered in Article XVII of the Military Bases Agreement of 1947, be the subject of discussions between our two Governments.

10. The provisions of the Military Bases Agreement of 1947, together with all additions or amendments thereto, regarding taxes and duties will be applicable to the present agreement.

11. Unless sooner terminated or extended by mutual agreement, the right of the United States to operate and maintain the pipeline shall remain in effect during the period of validity of the Military Bases Agreement, or any revision or replacement thereof.

If the foregoing is acceptable to your Excellency's Government, I have the honor to propose that this Note and your Excellency's reply indicating concurrence shall constitute an agreement between our two Governments.

Accept Excellency, the renewed assurances of my highest consideration.

William McCORMICK BLAIR, Jr.

His Excellency Narciso Ramos
Secretary of Foreign Affairs
Manila

II

The Philippine Secretary of Foreign Affairs to the American Ambassador

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

19419

Manila, August 26, 1966

Excellency :

I have the honor to acknowledge the receipt of your Note No. 154 of today's date reading as follows :

[*See note I*]

I have the honor to inform you that your above-quoted Note is acceptable to the Government of the Republic of the Philippines and that your above-quoted Note and this Note shall constitute an agreement between our two Governments.

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

Narciso RAMOS

His Excellency William McCormick Blair, Jr.
United States Ambassador
Embassy of the United States of America
Manila