

No. 10407

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**UNITED STATES OF AMERICA  
and  
NEW ZEALAND**

**Exchange of notes constituting an agreement concerning a reciprocal advance of funds for temporary support of armed forces personnel (with annex). Wellington, 3 September 1969**

*Authentic text: English.*

*Registered by the United States of America on 2 April 1970.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
NOUVELLE-ZÉLANDE**

**Échange de notes constituant un accord concernant l'avance réciproque de fonds en vue de l'entretien temporaire du personnel des forces armées (avec annexe). Wellington, 3 septembre 1969**

*Texte authentique: anglais.*

*Enregistré par les Etats-Unis d'Amérique le 2 avril 1970.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT <sup>1</sup>  
BETWEEN THE UNITED STATES OF AMERICA AND  
NEW ZEALAND CONCERNING A RECIPROCAL AD-  
VANCE OF FUNDS FOR TEMPORARY SUPPORT OF  
ARMED FORCES PERSONNEL

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I

*The American Ambassador to the Minister of External Affairs  
of New Zealand*

Wellington, September 3, 1969

No. 77

Excellency:

I have the honor to refer to recent discussions between representatives of our two Governments concerning a reciprocal arrangement under which, in certain circumstances, either of our respective armed forces would advance funds to units or personnel of the other for their temporary support. On the basis of those discussions, I am authorized to propose an Agreement in the following terms:

(1) When units or personnel of either the New Zealand or United States armed forces find themselves separated from their parent units and without adequate financial support, but in contact with the armed forces of the other State, cashiers, disbursing officers or an individual member of the separated force may request funds from the appropriate area commander of the armed forces of the other State, or his designated representative, for the purpose of disbursing pay and allowances or purchasing necessary supplies and services.

(2) The responsible authorities of the State receiving such a request, after satisfying themselves that adequate resources and services are available to them and that the financial resources or services of the requesting force are unavailable or inadequate, will honor such request. Requests will be approved on a case-by-case

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<sup>1</sup> Came into force on 3 September 1969, the date of the note in reply, in accordance with the provisions of the said notes.

basis. Where circumstances permit, the eligibility of the requesting force or individual to receive funds in the sum requested will be verified. The absence of such verification will not affect the obligation to effect reimbursement under paragraph (5) below.

(3) The funds may be advanced in either New Zealand or United States currency, or the currency of the area in which the forces may be located, or in any other available currency acceptable to the receiving force.

(4) The cashier, the disbursing officer, or the personnel of the force who receive funds pursuant to this Agreement will provide a receipt for the funds advanced. Such receipt shall be substantially in the form prescribed in the Annex to this Agreement.

(5) The authorities of the force advancing the funds will be reimbursed upon presentation of the receipt to the designated settlement officer of the other State. Normally, reimbursement will be made in the currency which was advanced; however, where mutually acceptable, reimbursement may be made in another currency. In any case, reimbursement will be made at a rate of exchange which is not less favorable to the advancing State than that which existed at the time of the advance. Whenever possible, settlement of accounts shall be made within 30 days of the advance.

(6) This agreement shall continue in force until three months after the receipt by either State of written notice of the intention of the other to terminate it. Such termination shall not, however, derogate from the due performance of any obligations incurred under this Agreement and outstanding at the time of termination of the Agreement.

If the foregoing is acceptable to your Government, I have the honor to propose that this note and your reply to that effect shall constitute an Agreement between our two Governments which will enter into force on the date of your reply.

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

John F. HENNING

The Right Honorable Keith J. Holyoake, C.H., M.P.  
Minister of External Affairs  
Wellington

## ANNEX

## RECEIPT

\_\_\_\_\_  
(Date)

In accordance with the provisions of paragraph (4) of the Agreement Between the United States of America and New Zealand for the Reciprocal Advance of Funds for the Temporary Support of Personnel of Their Armed Forces, signed at Wellington on September 3, 1969, the undersigned hereby acknowledges receiving.

\_\_\_\_\_  
(amount and type of currency)

this date from \_\_\_\_\_

(Name)

(Rank)

\_\_\_\_\_ for (purpose):

(Organization)

The official rate of exchange for the currency advance is \$ \_\_\_\_\_  
to \_\_\_\_\_.

\_\_\_\_\_  
(Name)

(Rank)

(Serial No.)

\_\_\_\_\_  
(Title)

(Organization)

(Country)

## II

*The Prime Minister of New Zealand to the American Ambassador*

PRIME MINISTER  
WELLINGTON, NEW ZEALAND

3 September 1969

Excellency,

I have the honour to acknowledge the receipt of your note of today's date, together with the Annex attached thereto, the texts of which read as follows:

[See note I]

I have the honour to inform you that the proposals contained in your note (and Annex attached thereto) are acceptable to the Government of New Zealand, which regards your note and my present reply as constituting an Agreement between our two Governments, to enter into force on today's date.

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

Keith HOLYOAKE

His Excellency Mr. John F. Henning  
Ambassador of the United States of America  
Wellington