

No. 11134

**UNITED STATES OF AMERICA
and
PHILIPPINES**

Exchange of notes constituting an agreement on arrangements for the transfer of command, control, and operation of five Loran Stations to the Government of the Philippines and for certain continuing assistance from the United States Coast Guard in connection therewith (with memorandum of agreement and annexes). Manila, 10 October 1970

Authentic text: English.

Registered by the United States of America on 7 June 1971.

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

Échange de notes constituant un accord sur les mesures à prendre pour le transfert du commandement, du contrôle et de l'exploitation de cinq stations Loran au Gouvernement philippin, et sur la poursuite de certains services d'assistance fournis en ce domaine par la Coast Guard des États-Unis (avec mémorandum d'accord et annexes). Manille, 10 octobre 1970

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 7 juin 1971.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
THE PHILIPPINES ON ARRANGEMENTS FOR THE
TRANSFER OF COMMAND, CONTROL, AND OPERA-
TION OF FIVE LORAN STATIONS TO THE GOVERN-
MENT OF THE PHILIPPINES AND FOR CERTAIN CON-
TINUING ASSISTANCE FROM THE UNITED STATES
COAST GUARD IN CONNECTION THEREWITH

I

No. 675

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Republic of the Philippines and has the honor to refer to Paragraph V of the exchange of notes of December 22, 1965,² which provided for United States' use and operation of five Loran Stations pending the readiness of the Philippines to take over and administer those Stations, and to recent discussions between representatives of our two Governments about arrangements for transferring those five Loran Stations to the Government of the Republic of the Philippines.

In recognition of the anticipated readiness of the Government of the Republic of the Philippines to take over the operation of this important navigational system within approximately six months from the date of this Note, representatives of our two Governments have reached agreement, in the discussions referred to above, on arrangements for the transfer of command, control, and operation of those five Loran Stations to the Government of the Republic of the Philippines, and for certain continuing assistance from the United States Coast Guard to the Government of the Republic of the Philippines in connection therewith. The Agreement embodying those arrangements, and its three Annexes, is attached hereto.

If the Agreement attached hereto is acceptable to the Government of the Republic of the Philippines, the Embassy has the honor to propose that this Note,

¹ Came into force on 10 October 1970, the date of the note in reply, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol 649, p. 306.

and the Agreement and Annexes,¹ attached hereto, together with the Department's reply indicating such acceptance, shall constitute an agreement between our two Governments which will enter into force on the date of that reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America
Manila, October 10, 1970

MEMORANDUM OF AGREEMENT

I

In accordance with the understandings reached during discussions between representatives of the Government of the United States and the Government of the Republic of the Philippines, it is agreed that the United States will, six months from the date of the signing of this Agreement, in the absence of agreement on a different date between the United States and Philippine Governments, relinquish to the Philippines, command, control, and operation over the following Loran-A transmitting stations:

Batan Islands, Batanes
Naulo Point, Santa Cruz, Zambales
Panay Island, Catanduanes
Talampulan Island, Palawan
Tarumpitao Point, Palawan.

During this six-month period, the United States Coast Guard will evaluate and train personnel nominated by the Philippine Government in the operation of the electronics equipment located at the aforesaid Loran transmitting stations. The United States Coast Guard will withdraw its operating personnel as Philippine personnel become qualified to replace them. Prior to the change of command, control, and operation, the United States and Philippine Governments will enter into such technical agreements to implement actual change of command, control, and operation of the stations as may be mutually agreeable.

¹ In agreement with the registering Government, annex A, which consists of approximately 70 pages of an inventory of equipment (technical apparatus and office furniture), is not published herein. However, it has been included in the documentation submitted for registration and has been deposited with the Secretariat as an integral part of the Agreement so registered.

II

On the occasion of the transfer of command, control, and operation of the Loran Stations to the Government of the Republic of the Philippines, the United States Coast Guard will transfer to the Government of the Republic of the Philippines, without cost, possession and title to all buildings, fixed station equipment, boats, vehicles, consumable supplies, and spare parts located at the stations, as indicated in the inventory attached to this Agreement as Part I of Annex A. In addition, the United States Coast Guard will at the same time transfer to the Government of the Republic of the Philippines, without cost, possession and title to the aircraft, aircraft spare parts, testing and calibration equipment, and equipment used in direct support of the Loran Stations normally located at the headquarters of the Commander, Philippine Section, United States Coast Guard, at Sangley Point Naval Station, as indicated in the inventory attached to this Agreement as Part II of Annex A. No flight or technical training in any aviation specialty, nor any aircraft logistical support other than that mentioned above will be provided by the Government of the United States.

III

It is understood and agreed that the Government of the Republic of the Philippines will save and hold the Government of the United States harmless from any claims based on title to real property or from any taxes or other liabilities which may arise as a result of the use or other disposition of the properties transferred upon termination of the United States Coast Guard command, control, and operation.

IV

Any United States Coast Guard personnel present in the Republic of the Philippines in connection with the Loran Stations, after the Government of the Republic of the Philippines assumes command, control, and operation will continue to have status identical with that of members of the United States Armed Forces present in the Republic of the Philippines in connection with the operation, maintenance, and use of United States military bases pursuant to the Military Bases Agreement of 1947, and all subsidiary or successor agreements.¹

¹ United Nations, *Treaty Series*, vol. 43, p. 271, and annex A in volumes 68, 185, 213, 229, 325, 564, 591 and 649.

v

In recognition of the extensive use made of the Philippine Loran Stations by United States aircraft and vessels, and to assist the Philippine Government in maintaining continuous and efficient operation of the system, it is agreed that:

A. During the period prior to transfer to the Government of the Republic of the Philippines of command, control, and operation of the Loran Stations listed in paragraph I of this Agreement, the United States Coast Guard will bear all expenses for operation and support of the stations and will provide technical data relating to operation of the stations, and technical consultants to administer on-the-job training and evaluation assistance to Philippine personnel in accordance with the training schedule attached hereto as Annex B. Salaries and allowances of such Philippine personnel as may be involved in on-site training and operation of the stations will be at the expense of the Philippine Government. Technical training at United States Coast Guard schools in the United States will be given initially to thirty Philippine personnel at United States Coast Guard expense, including travel and subsistence. Similar training in the United States at a later date will be given to such additional personnel as may be mutually agreed upon in accordance with the training schedule attached hereto as Annex B.

B. From the time command, control, and operation of the Loran Stations is transferred to the Government of the Republic of the Philippines until December 31, 1974, the United States Coast Guard will provide technical consultants, administrative assistance, the necessary spare parts or replacement equipment for the operation of the equipment included in the list attached to this Agreement as Annex C, at no cost to the Government of the Philippines. To assist in installing new field changes, to make alterations, to estimate future parts requirements, and for other such purposes, United States Coast Guard technicians, may, upon notification to the Philippine Coast Guard, visit any of the stations listed in paragraph I. The Government of the Philippines will, before changing the Loran-A transmitting equipment existing at the time of assumption of command, control and operation, consult with the United States Coast Guard regarding such changes. During the same period, the United States Coast Guard will pay \$5,000 annually to the Government of the Republic of the Philippines for each of the Loran Stations listed in paragraph I of this Agreement to help defray the cost of supplying and operating the said Stations. Such money will be paid annually in advance and is not refundable. Spare parts, materials and equipment provided by the United States Coast

Guard that are required and used for the continued operation and maintenance of the Loran Stations are authorized entry into the Republic of the Philippines free of all customs, duties, taxes and, in case of shipment by any means of conveyance belonging to the Philippine Government, its agencies or subdivisions, transportation charges.

C. After December 31, 1974, the United States Coast Guard will supply such support for the Loran Stations, listed in paragraph I of this Agreement, as may from time to time be agreed upon by the Government of the United States and the Government of the Republic of the Philippines.

VI

From the date of signing of this Agreement until December 31, 1974, the United States Coast Guard will furnish to the Government of the Republic of the Philippines at no cost and within a reasonable period after they become available such new Loran-A transmitting station electronic equipment as may be installed generally throughout the world in connection with any existing Loran-A transmitting equipment modernization program.

VII

Upon assumption of command, control, and operation of the Loran Stations, the Government of the Republic of the Philippines will notify the International Frequency Registration Board (IFRB) of the International Telecommunication Union (ITU) thereof and that, accordingly, the International Frequency List should be modified by deletion of the remark "United States of America Station" associated with the Loran Navigational Frequency (1850 or 1950 KHZ, as appropriate). The United States Coast Guard will notify the ITU that all the associated notifications for communication frequencies should be deleted.

VIII

During the period until December 31, 1974, it is understood that the navigational frequencies will be used by the Loran Stations as heretofore or as may from time to time be mutually agreed upon. The selection and notification to the ITU of such radio frequencies as may be required for communications with non-Philippine Loran Stations will be as agreed upon.

IX

In the event that, prior to December 31, 1974, either Government should determine that any or all of the Loran Stations are not required, the Government making the initial determination shall notify the other Government and enter into such consultations as may be requested. Operations of the station or stations in question shall continue until such time as the two Governments reach agreement on the contemplated action.

X

In the event that, prior to December 31, 1974, it is determined that additional Loran transmitting stations are required in order to meet the requirements of international navigation, the Government of the Republic of the Philippines shall request consultations with the Government of the United States, which shall give sympathetic consideration to reasonable requests for assistance to establish such new Loran transmitting stations.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Manila, this 10th day of October 1970.

For the Government
of the United States of America:

HENRY A. BYROADE

For the Government
of the Republic of the Philippines:

MANUEL COLLANTES

ANNEX B

The United States Coast Guard will, during the first six months of this Agreement, provide technical consultants to administer on-the-job training and evaluation assistance to Philippine personnel nominated by the Philippine Government. Salaries and allowances of such Philippine personnel as may be involved in on-site training and operation of the Stations will be at the expense of the Philippine Government. The size of each group nominated by the Philippine Government for on-the-job evaluation in the Philippines by the United States Coast Guard will be limited to a maximum of one officer and seven enlisted personnel.

Technical training at United States Coast Guard schools in the United States will be given initially to thirty Philippine personnel in accordance with the following provisions:

A. The initial thirty Philippine personnel nominated for training at United States Coast Guard schools shall have successfully completed an on-the-job evaluation course administered by the United States Coast Guard in the Philippines.

B. Technical training at United States Coast Guard schools in the United States including travel to and from the Philippines and subsistence will be at United States Coast Guard expense. The subsistence allowances paid shall be those established by the United States Navy OPNAV Instruction 4900.1 series applicable to the Military Assistance Program.

C. The size of each group to attend United States Coast Guard schools in the United States will be limited to two officers and thirteen enlisted personnel.

D. All technical training in the United States will be conducted in the English language.

Technical training at United States Coast Guard schools in the United States for Philippine personnel beyond the initial thirty men shall be as determined by need and the ability to provide suitable training in schools established by the Philippine Government. The additional number to be considered for training in the United States will be limited to thirty. The size of the groups beyond the initial thirty will be a minimum of six and a maximum of fifteen.

All training at United States Coast Guard schools in the United States shall be completed prior to December 31, 1974.

The United States Coast Guard will, prior to December 31, 1974, be prepared to assist the Government of the Philippines in establishing in the Philippines a basic training course in Loran-A at a site selected by the Government of the Philippines. The electronic equipment required will be furnished at United States Coast Guard expense.

ANNEX C

As stated in paragraph V (B) of this Agreement, the following equipment, which will be located in the five Loran Stations at the time of transfer of command, control and operation to the Government of the Republic of the Philippines, will be supported with spare parts and/or replacements, as necessary, until December 31, 1974:

1. Loran-A transmitting equipment.
2. Testing and calibration equipment for Loran-A transmitting equipment.
3. Loran-A transmitting antennas.
4. Power generating equipment for Loran-A transmitting equipment.
5. Single side band voice transmitting and receiving equipment.

II

REPUBLIKA NG PILIPINAS
KAGAWARAN NG MGA SULIRANING PANLABAS
MAYNILA ¹

No. 70-2800

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's note No. 675 dated 10 October 1970 which reads as follows:

[*See note I*]

The Department is pleased to inform the Embassy that the Agreement mentioned in the above-quoted note is acceptable to the Government of the Republic of the Philippines and agrees that the above-quoted note with its three Annexes, and this note shall constitute an Agreement between the two Governments on the matter effective 10 October 1970.

The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Manila, 10 October 1970

¹ Republic of the Philippines, Department of Foreign Affairs, Manila.