

No. 11963

**UNITED STATES OF AMERICA
and
GUYANA**

Exchange of notes constituting an agreement terminating with respect to the former colony of British Guiana the Agreement between the United States and the United Kingdom relating to the bases leased to the United States, signed on 27 March 1941; the Agreement between the United States and the United Kingdom concerning use by civil aircraft of certain military air bases in the Caribbean area and Bermuda, signed on 24 February 1948; the 1952 Agreement between the Governments of the United States and British Guiana concerning Atkinson Field for agricultural use; the 1953 Agreement between the Governments of the United States and British Guiana concerning Macouri for quarry utilization, and any other agreement or arrangement between the Governments of the United States and the United Kingdom or the former colony of British Guiana related to the above-mentioned Agreements (with annex). Georgetown, 26 May 1966

Authentic text : English.

Registered by the United States of America on 26 September 1972.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND GUYANA TERMINATING WITH RESPECT TO THE FORMER COLONY OF BRITISH GUIANA THE AGREEMENT BETWEEN THE UNITED STATES AND THE UNITED KINGDOM RELATING TO THE BASES LEASED TO THE UNITED STATES, SIGNED ON 27 MARCH 1941;² THE AGREEMENT BETWEEN THE UNITED STATES AND THE UNITED KINGDOM CONCERNING USE BY CIVIL AIRCRAFT OF CERTAIN MILITARY AIR BASES IN THE CARIBBEAN AREA AND BERMUDA, SIGNED ON 24 FEBRUARY 1948;³ THE 1952 AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES AND BRITISH GUIANA CONCERNING ATKINSON FIELD FOR AGRICULTURAL USE; THE 1953 AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES AND BRITISH GUIANA CONCERNING MACOURI FOR QUARRY UTILIZATION, AND ANY OTHER AGREEMENT OR ARRANGEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES AND THE UNITED KINGDOM OR THE FORMER COLONY OF BRITISH GUIANA RELATED TO THE ABOVE-MENTIONED AGREEMENTS

I

*The American Chargé d'Affaires ad interim to the Guyanese Prime Minister
and Minister of External Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

Georgetown, May 26, 1966

No. 2

Excellency :

I have the honor to refer to recent discussions between the representatives of the Governments of the United States and of the former colony of British

¹ Came into force on 26 May 1966, the date of the note in reply, in accordance with the provisions of the said notes.

² League of Nations, *Treaty Series*, vol. CCIV, p. 15.

³ United Nations, *Treaty Series*, vol. 73, p. 143.

Guiana, conducted with a view to reaching agreement on practical future cooperation with respect to the defense of the Western Hemisphere and to the maintenance of international peace and security within the framework of the Charter of the United Nations.

As a result of the above discussions my Government has authorized me to propose that upon the coming into force of this Agreement, and with respect only to the former colony of British Guiana, the provisions of the following agreements (including any amendments, modifications and extensions thereof) shall cease to apply and shall have no force or effect :

The Agreement between the United States and the United Kingdom relating to the Bases Leased to the United States, signed March 27, 1941;¹

The Agreement between the United States and the United Kingdom concerning Use by Civil Aircraft of Certain Military Air Bases in the Caribbean Area and Bermuda, signed on February 24, 1948;²

The 1952 Agreement between the Governments of the United States and British Guiana concerning Atkinson Field for agricultural use;*

The 1953 Agreement between the Governments of the United States and British Guiana concerning Macouri for quarry utilization;** and

Any other agreement or arrangement between the Governments of the United States and the United Kingdom or the former colony of British Guiana related to the aforementioned agreements.

My Government has further authorized me to propose that the future use of Atkinson Field by the United States shall be governed by the conditions and understandings set forth in the annex to this note.

I have the honor further to propose that this note and your note of concurrence in reply shall constitute an agreement between our two Governments, to come into force on the date of your reply and to remain in force for a period of at least seventeen years, thereafter being subject to one year's written notice of termination by either party.

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

DELMAR R. CARLSON
Chargé d'Affaires ad interim

His Excellency L. F. S. Burnham, Q.C.,
Prime Minister and Minister of External Affairs
Georgetown

* Effected by exchange of letters of September 4 and 25, 1952; not printed.

** Effected by exchange of letters of March 16 and 24, 1953; not printed.

¹ League of Nations, *Treaty Series*, vol. CCIV, p. 15.

² United Nations, *Treaty Series*, vol. 73, p. 143.

ANNEX OF CONDITIONS AND UNDERSTANDINGS
REGARDING UNITED STATES USE OF ATKINSON FIELD

(1) *Definitions*

(a) The term "United States personnel" means (1) United States military personnel and (2) civilian employees of the United States Armed Forces or their contractors, provided such employees are not nationals of or ordinarily resident in Guyana, present in Guyana in connection with the purposes of this Agreement.

(b) The term "United States aircraft" includes all aircraft owned or operated by or on behalf of the United States Government, not engaged in commercial activities for profit.

(2) *Operating Rights*

(a) United States aircraft are authorized to overfly Guyana and to use the facilities at Atkinson Field on a temporary basis. Notice of overflights or use of Atkinson Field would be provided through the filing of flight plans.

(b) In connection with the use of Atkinson Field, the United States authorities may, on a temporary basis as required, (i) station United States personnel, (ii) store equipment and supplies, (iii) operate communications services, and (iv) service and maintain United States aircraft at the field.

(3) *Landing Fees and Charges*

The United States Government shall reimburse the appropriate Guyana authorities for all services requested and rendered or actually used in connection with the United States use of Atkinson Field, on terms no less favorable than those available to other users unless otherwise agreed. No landing or overflight charges shall be assessed against United States aircraft. However, there shall be such contribution by the United States Government to the maintenance and operating costs of Atkinson Field as may be fair and reasonable, having regard to the use made of the Field by the United States. The amount of such contribution shall be subject to agreement between the appropriate United States and Guyana authorities.

(4) *Airfield Equipment*

Subject to mutually satisfactory arrangements with the appropriate Guyana authorities, the United States may install additional or improve existing equipment at Atkinson Field for navigation, traffic control, or other agreed purposes.

(5) *Entry and Departure of United States Personnel*

(a) United States personnel who may be brought into Guyana for the purposes of this Agreement shall be exempt from passport and visa requirements, immigration inspection and any registration or control as aliens. Such persons shall be furnished appropriate identification cards, specimens of which shall be supplied to the Government of Guyana.

(b) The United States Government shall take steps to ensure the correct behavior of all United States personnel and shall, at the request of the Government of Guyana, remove as soon as possible any such person whose conduct renders his presence in Guyana undesirable to its Government.

(6) *Fiscal Exemptions*

(a) United States aircraft and property of the United States Government and its contractors in Guyana in connection with the purposes of this Agreement shall be exempt from the application of all customs duties, taxes and other charges of a similar nature.

(b) United States personnel in Guyana shall be exempt from customs duties on their personal effects, and from taxes on salary or emoluments received from the United States Government, or its contractors or on other income derived from sources outside Guyana, or on personal property the presence of which in Guyana is due solely to their temporary presence there in connection with the purposes of this Agreement.

(c) The United States Government or its contractors may purchase locally such goods and services as it may desire to procure for its operations in Guyana pursuant to this Agreement. No excise, consumption or other duty shall be levied or charged on any goods or materials purchased locally by or for the use of the United States Government for the purposes of this Agreement. Subject to United States policies or regulations, preference shall be given to the procurement of goods in, and to the employment of contractors and workers from, Guyana.

(d) In the fixing of terms of employment for such contractors and workers, particularly in respect of wages and conditions of work, supplementary payments, insurance and conditions for the protection of workers, clubs and recreational facilities, full regard shall be given to employment practices generally obtaining for similar employment in Guyana, and in no case shall the terms of employment for such workers be inferior to those laid down by any legislation in force in Guyana or any international convention the provisions of which have been adopted by the United States Government and which apply to Guyana.

(e) The United States and Guyana authorities shall collaborate in measures to be taken to prevent abuse of the privileges granted under this Article.

(7) *General Obligations*

(a) Save as is expressly provided in this Agreement, nothing herein shall be so construed as to impair the authority of the Government of Guyana with regard to the affairs of Guyana.

(b) United States personnel in Guyana for the purposes of this Agreement shall respect the laws of Guyana and refrain from any activity inconsistent with the spirit of this Agreement. Such persons shall not take part directly or indirectly in the political affairs of Guyana.

(c) In the exercise of the privileges and facilities granted under this Agreement, the United States Government shall take every practical measure to ensure the safety and safeguard the interests of the people of Guyana.

(8) *Criminal Jurisdiction*

(a) The United States shall have the primary right to exercise jurisdiction over United States military personnel in Guyana with respect to offenses affecting only United States personnel, property, or security, or committed in the performance of official duty. Guyana shall have the primary right to exercise jurisdiction over such personnel in all other cases involving offenses against the law of Guyana.

(b) If the authorities having the primary right to decide not to exercise jurisdiction, they shall notify the other authorities as soon as practicable. The United States authorities shall give sympathetic consideration to a request from the authorities of Guyana for a waiver of their primary right in cases where the authorities of Guyana consider such waiver to be of particular importance. The authorities of Guyana will waive, upon request, their primary right to exercise jurisdiction under this Article, except where they in their discretion determine and notify the United States authorities that it is of particular importance that such jurisdiction be not waived.

(c) Unless otherwise agreed, the custody of accused United States military personnel over whom the authorities of Guyana are to exercise jurisdiction shall, if they are in the hands of the United States authorities, remain with the United States authorities until they are charged. In cases where the United States authorities may have the responsibility for custody pending the completion of judicial proceedings, the United States authorities shall, upon request, make such a person immediately available to the authorities of Guyana for purposes of investigation and trial and shall give full consideration to any special views of such authorities as to the way in which custody should be maintained.

(9) *Civil Claims*

The United States Government agrees to pay just and reasonable compensation, in accordance with the provisions of its applicable foreign claims legislation, in settlement of meritorious claims arising out of the activities of United States personnel.

II

The Guyanese Prime Minister to the American Chargé d'Affaires ad interim

OFFICE OF THE PRIME MINISTER
GEORGETOWN, GUYANA

May 26, 1966

No. 1

Sir,

I have the honour to acknowledge your note No. 2 of May 26, 1966 which reads as follows :

[See note I]

In reply, I have the honour to inform you that the proposals set forth in

your note is acceptable to the Government of Guyana and this reply and your note will be regarded as constituting an agreement between our two Governments.

Accept, Sir, the assurances of my highest consideration.

BURNHAM
Prime Minister

Mr. Delmar R. Carlson,
Chargé d'Affaires of the United States Embassy
Georgetown, Guyana
