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**UNITED STATES OF AMERICA
and
THAILAND**

Exchange of notes constituting an agreement covering the increased use of radio broadcasting for the mutual benefit of the two Governments. Bangkok, 11 August 1965

Authentic text: English.

Registered by the United States of America on 29 December 1972.

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

Échange de notes constituant un accord relatif à un usage accru de la radiodiffusion dans l'intérêt des deux pays. Bangkok, 11 août 1965

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 29 décembre 1972.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THAILAND COVERING THE INCREASED USE OF RADIO BROADCASTING FOR THE MUTUAL BENEFIT OF THE TWO GOVERNMENTS

I

The American Ambassador to the Thai Minister of Foreign Affairs

Bangkok, August 11, 1965

Excellency:

As part of our continuing cooperative effort to secure peace and freedom in Southeast Asia and in the spirit of trust and mutuality which exists between the Government of the United States of America and the Government of Thailand, discussions have been held between representatives of our respective Governments regarding ways to strengthen our individual and joint efforts in the informational and psychological fields.

As a result of these discussions, agreement has now been reached covering the increased use of radio broadcasting for the mutual benefit of our respective Governments, as follows:

1. There shall be established as soon as possible in Thailand:
 - (a) A one megawatt medium wave transmitting facility consisting of the required transmitter, power installations, antennas, buildings, housing and other ancillary installations and equipment. (This facility including all its elements shall hereafter be referred to as "the megawatt station.")
 - (b) One receiving station consisting of required receivers, power installations, recording and playback equipment, antennas, buildings, housing and other ancillary installations and equipment. (This facility including all its elements shall hereafter be referred to as "the receiving station.")
 - (c) One 100 KW medium wave transmitting facility consisting of required transmitter, antennas, building and other ancillary installations and equipment. (This facility including all its elements shall hereafter be referred to as "the 100 KW station.")
2. The Government of Thailand (referred to hereafter as "the RTG") extends to the Government of the United States of America (referred to hereafter as "the USG") and the USG agrees to accept the right to design, construct and install all the above facilities. The parties agree that the USG shall undertake full and final responsibility for all such design, construction and installation and, in addition, for the operation and maintenance of the megawatt station and the receiving station. The parties similarly agree that the RTG shall undertake full and final responsibility for the operation and maintenance of the 100 KW station.

3. The sites for the megawatt and receiving stations shall be as mutually agreed to by the parties, it being understood that within the requirements of effective and economical operation a joint effort will be made to select crown lands for the sites.

¹ Came into force on 11 August 1965, the date of the note in reply, in accordance with the provisions of the said notes.

The site for the 100 KW station shall be in the vicinity of Chiangmai at a precise location to be similarly selected by the parties.

4. The USG shall be responsible for all costs hereunder except as limited by paragraph 6 and further limited by the following costs for which the RTG has agreed to be responsible:

(a) All costs in connection with the operation and maintenance of the 100 KW station including the costs of (i) all personnel and their housing as may be required and (ii) power, together with any equipment and installations which may be needed to bring in such power. In addition, the RTG will bear the cost of the building in which the transmitter will be located and such studio buildings and equipment as may be required by the RTG.

If, at the request of the RTG, the USG assigns any of its personnel to advise and assist the RTG during the early stages of the station's operation, then the USG will be responsible for the costs of such assigned personnel.

(b) All land for the megawatt, receiving and 100 KW stations, including any rights of way required for access to the stations, it being understood that in addition to cost, the RTG shall be responsible for acquisition.

(c) One half the cost of any sub-station and transmission lines needed to bring in power for the megawatt station plus that portion of the total cost of power used by the megawatt station which corresponds to the ratio of hours broadcast by the RTG to the total hours of broadcasting on the station. It is understood that the rate payable for all power shall be the lowest available rate.

5. The USG will employ qualified Thai nationals to the greatest extent feasible in the construction of the facilities hereunder and in the operation and maintenance of the megawatt and receiving stations. In this connection, the USG agrees to conduct an employee training program for Thai nationals.

In addition to USG personnel who are assigned to USIS Thailand for work in connection with the facilities hereunder, the USG may find it necessary in the initial stages of testing and operations to bring in USG employed technicians from abroad for a temporary assignment in connection with such facilities. The RTG agrees to allow such technicians to enter and remain in Thailand for such temporary assignment.

6. In furtherance of our joint effort to increase the use of radio broadcasting for the mutual benefit of our respective Governments, it is agreed that an expansion and improvement of existing RTG short wave facilities is desirable.

In order to assure an effective expansion and improvement of such facilities, a period of study and analysis is required. It is agreed that the Joint Advisory Committee referred to in paragraph 8 will undertake such study and analysis and, based thereon, will make recommendations to our respective governments.

The USG agrees that it will furnish the equipment recommended by the Joint Advisory Committee, provided the cost to the USG therefor shall not exceed a total of \$250,000. Other than as specifically set forth in the preceding sentence, all costs in connection with the RTG short wave facilities shall be borne by the RTG.

7. In consideration for the undertakings of the RTG hereunder and in recognition of the legal requirements of the RTG, the USG agrees to transfer title to the facilities to the RTG as follows:

(a) At the time the megawatt station becomes operational and upon payment of one (1) baht to the USG by the RTG, title to the megawatt station and the receiving station shall be transferred to the RTG;

(b) Title to the 100 KW station shall be transferred to the RTG when it is completely installed and ready for operation.

(c) Title to short wave equipment furnished pursuant to paragraph 6 shall be transferred to the RTG upon delivery of the equipment to the RTG.

8. In recognition of the desire of our respective governments to assure that maximum advantage is taken of the opportunities the facilities will afford to serve our mutual purposes, a Joint Advisory Committee (hereafter referred to as "the Committee") shall be promptly formed. Each of our Governments will appoint an equal number of representatives to the Committee. The date of the Committee's formation and the arrangements for its chairmanship and its methods and procedures shall be subject to the mutual agreement of our respective Governments. Subject only to the requirements of this Agreement, the Committee shall explore all ways and means for our Governments to help each other give fullest effect to the purposes of this Agreement having regard to their respective interests and to the sentiments of their peoples and, towards that end, shall make periodic reviews and recommendations concerning the programs being broadcast by our respective Governments over the facilities hereunder. It is understood, of course, that ultimate responsibility for the implementation of this Agreement rests with our respective Governments.

9. The identification of the megawatt station shall be "The Voice of Free Asia" or any other name which the Committee may agree upon.

10. The frequency to be employed by the megawatt station shall be mutually agreed upon and will be assigned to the station by the RTG.

11. The parties agree to share broadcast time on the megawatt station in accordance with the following schedule:

0400—0530	USG
0530—0900	RTG
1600—1830	RTG
1830—2000	USG
2000—2030	RTG
2030—2400	USG

The above times are current Bangkok local times (GMT plus seven hours).

In the event either government elects not to use any of its allocated time periods, the other Government may use such period, provided that the relinquishing government may always reinstate its time period on appropriate notice to the using Government.

The Committee may from time to time make recommendations concerning adjustments in the above time period allocation schedule and each government agrees to consider carefully any such recommendation.

The RTG shall have the exclusive right to broadcast over the 100 KW station and the short wave facilities referred to in paragraph 6, it being understood that if recommended by the Committee and requested by the RTG, the USG will consider rendering programming assistance in connection with such broadcasting.

The USG shall have exclusive use of the receiving station which is required for receiving USG transmissions originating outside of Thailand.

12. Subject to the provisions of paragraph 8, each of the programs to be broadcast over the facilities, including its identification as to source and content, shall be the full responsibility of the Government whose allocated time is being used for broadcasting such program. In this connection, each Government agrees to consider carefully any recommendation made by the Committee in accordance with paragraph 8.

13. The term of this Agreement shall commence upon the date of your reply note accepting the provisions of this note and shall continue for a period terminating fifteen (15) years following the date the megawatt station becomes operational.

The parties agree that during the final year of the term negotiations will be held between them to determine (a) whether and for what period the agreement should be extended; and (b) whether the arrangements set forth in this Agreement should be revised. In the event the parties cannot agree, then at any time following the end of the term, either Government may give the other written notice of termination to be effective eighteen (18) months following receipt of such termination notice. In the event of such termination, the USG shall have the right to purchase the megawatt and receiving stations and the RTG agrees to sell such stations to the USG for one (1) baht.

14. It is understood that any obligation of the USG under this agreement involving its expenditure of funds is subject to the appropriation of such funds by the Congress of the United States. In this connection, the USG agrees to submit its request to the Congress as soon as possible under USG procedures following the receipt of your acceptance note. The USG agrees that as soon as it secures such appropriation it will notify the RTG of that fact.

15. It is understood that all materials, equipment and supplies, including spares and replacements, required in connection with the design, construction, installation, operation and maintenance of the facilities hereunder will be permitted to enter and, when no longer required, to leave Thailand free of any duty, tax or similar levy; provided, however, that applicable duties, taxes and levies shall be payable with respect to construction and installation materials, equipment and supplies which have been used while in Thailand for purposes other than those contemplated hereunder.

16. In order to assure the successful implementation of this mutually advantageous agreement, the parties agree that all questions arising hereunder will be settled by direct negotiations between them.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Thailand, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the Agreement to enter into force on the date of your note in reply.

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

GRAHAM MARTIN

His Excellency Thanat Khoman
Minister of Foreign Affairs
of the Kingdom of Thailand
Bangkok

II

The Thai Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS

11th August, B.E. 2508 (1965)

No. 0100/26510

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

[See note I]

In reply I have the honour to state that the above proposal is acceptable to His Majesty's Government and to confirm that the present note and Your

Excellency's note under reply constitute an agreement between the Government of Thailand and the Government of the United States of America on this subject.

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

[*Signed*]

THANAT KHOMAN
Minister of Foreign Affairs

His Excellency Monsieur Graham Martin
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Bangkok
