No. 27145

UNITED STATES OF AMERICA and UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (ON BEHALF OF ANTIGUA)

Memorandum of Understanding relating to the installation of a Voice of America radio relay facility. Signed at St. John's on 12 September 1980

Authentic text: English.

Registered by the United States of America on 15 March 1990.

ÉTATS-UNIS D'AMÉRIQUE et ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD

Mémorandum d'accord relatif à des installations de retransmission radiophonique des programmes de la Voix de l'Amérique. Signé à St. John's le 12 septembre 1980

(AU NOM D'ANTIGUA)

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 15 mars 1990.

MEMORANDUM1 OF UNDERSTANDING

To fulfill the common objective of furthering international understanding and cooperation and promoting the exchange and dissemination of news and other information, the Government of the United States of America and the Government of Antigua agree as follows: the Government of the United States of America may construct, operate and maintain a radio relay facility in Antigua for the exclusive purpose of relaying Voice of America programs to areas in the Caribbean. Such radio relay facility will be constructed, operated and maintained in accordance with this Memorandum of Understanding between the Governments of the United States of America and of Antigua.

- 1. A provisional radio relay facility will be installed on land now leased by the Government of the United States of America pursuant to the agreement regarding United States defense areas and facilities in Antigua, with annex, signed at Washington on December 14, 1977. In the event that the United States of America wishes to construct a permanent radio relay facility, the Governments of the United States of America and of Antigua Will enter into negotiations for the purpose of allowing the continued use of the existing site or finding another site suitable for the Voice of America radio facility.
- 2. The Government of the United States of America will pay the Government of Antigua the additional sum of twelve thousand U.S. dollars (\$12,000.00) each year beginning October 1, 1980, for costs not covered in the lease agreement and for the unrestricted privilege and right to operate the radio relay facility. This payment shall encompass payment for any and all licenses, authorizations, permits, fees, excises, taxes and similar charges which might otherwise be imposed by the Government of Antigua and shall be payable annually for each year the facility is in operation. The provisions of this paragraph may be reviewed at five-year intervals.
- Materials, equipment, parts and supplies may be imported for, and exported from, the radio relay facility free of any customs duties, import or other taxes, or other restriction. All activities undertaken pursuant to this

¹ Came into force on 12 September 1980 by signature.

² United Nations, *Treaty Series*, vol. 1135, p. 3.

Memorandum shall be exempt from every direct or indirect tax, fee, custom duty, excise, charge, deduction or contribution whatsoever, other than such as represent payment for specific services rendered.

- 4. The Government of Antigua concurs in the use of radio frequency 1580 KHZ for the broadcasting of Voice of America programs. The Government of Antigua will protect the continued use of this frequency for this purpose and will register it by including it in the inventory of the Government of Antigua to be submitted to the Region 2 (Western Hemisphere) Medium Wave Broadcasting Conference.
- 5. The Voice of America will be solely responsible for the contents of all broadcasts and will have the unrestricted use of the radio relay facility.

In witness whereof, the undersigned duly authorized by their Governments have signed this Memorandum of Understanding.

Done at St. John's, Antigua, on the 12th day of September, 1980.

For the Government of the United States of America:

 $[Signed - Signé]^1$

For the Government of Antigua:

 $[Signed - Signé]^2$

¹ Signed by Paul J. Byrnes — Signé par Paul J. Byrnes.

² Signed by V. C. Bird — Signé par V. C. Bird.