

**AGREEMENT BETWEEN THE REPUBLIC OF THE PHILIPPINES AND THE UNITED STATES OF AMERICA
REGARDING AIR NAVIGATION FACILITIES
AND TRAINING PROGRAM**

WHEREAS, the Government of the United States of America has enacted Public Law 370-79th Congress, approved April 30, 1946, known as the Philippine Rehabilitation Act of 1946, whereof Section 307, entitled "Inter-Island Air Navigation," provides:

"(a) The Administrator of Civil Aeronautics of the Department of Commerce is authorized to acquire, establish, operate, and to maintain a system of air-navigation facilities and associated airways communications services in the Philippines for inter-islands airways operation and to connect the Philippine airways with international and interoceanic routes.

"(b) The Administrator of Civil Aeronautics is authorized, under such regulations as he may adopt, to train not exceeding fifty Filipinos each year prior to July 1, 1950, to be designated by the President of the Philippines subject to the provisions of Section 311 (c), in air-traffic control, aircraft communications, maintenance of air-navigation facilities, and such other airman functions as are deemed necessary for the maintenance and operation of aids to air navigation and other services essential to the orderly and safe operation of air traffic." and

WHEREAS, the Government of the Republic of the Philippines is desirous of availing itself of the benefits, facilities and services which are authorized by the above-quoted Section 307 of the said Public Law 370-79th Congress;

THEREFORE, the Government of the Republic of the Philippines and the Government of the United States of America have decided to conclude an agreement for the foregoing purposes and have agreed mutually as follows:

ARTICLE I

The responsible agent of the Government of the United States of America for effectuating the provisions of this

Agreement shall be the Administrator of Civil Aeronautics of the Department of Commerce, hereinafter referred to as the Administrator. The Administrator may delegate to a duly authorized representative of the Civil Aeronautics Administration all or any part of his authority for effectuating the provisions of this Agreement. The duties, functions, and powers exercised in the Republic of the Philippines under the terms of this Agreement by the Administrator or his duly authorized representative shall be under the general supervision of the United States Ambassador accredited to the Government of the Republic of the Philippines or, in the absence of the Ambassador, of the Chargé d'Affaires *ad interim* of the United States of America. The Administrator, or his duly authorized representative, may negotiate and conclude any working agreements, necessary for carrying out the provisions of this Agreement.

The responsible agent of the Government of the Republic of the Philippines for effectuating the provisions of this Agreement shall be the Director of Aeronautics of the Bureau of Aeronautics of the Department of National Defense, hereinafter referred to as the Director of Aeronautics. The Director of Aeronautics may delegate to an officer or employee of the Bureau of Aeronautics of the Department of National Defense all or part of his authority for effectuating the provisions of this Agreement. The Director of Aeronautics, or his duly authorized representative, shall be the representative of the Government of the Republic of the Philippines in the negotiation and conclusion of all working agreements necessary for carrying out the provisions of this Agreement.

The Administrator and the Director of Aeronautics shall cooperate in every way possible to carry out the spirit and purposes of this Agreement.

ARTICLE II

The Administrator shall acquire and establish, and shall maintain and operate during the period required for the training of citizens of the Republic of the Philippines for such operation, a system of air navigation facilities and associated airway communications services in the Philippines for inter-island airways operations and to connect the Philippine airways with international and interoceanic routes.

The Administrator, or his duly authorized representative, shall analyze the plans submitted by the Government of the

Republic of the Philippines within the terms of this Agreement involving the expenditure of funds by the Government of the United States of America and after consultation with the Director of Aëronautics shall approve, disapprove, or modify such plans.

ARTICLE III

The Administrator shall provide for the training during the period of this Agreement of not to exceed fifty citizens of the Republic of the Philippines each year in the duties of air traffic control, aircraft communication, maintenance of air navigation facilities, and such other airman functions as he deems necessary for the maintenance and operation of aids to air navigation and other services essential to the orderly and safe operation of air traffic. The Administrator shall provide for the payment of all expenses incidental to such training, including, but not necessarily limited to, actual transportation expenses to and from and in the United States of America, allowances for tuition, educational fees, and subsistence.

Subject to the provisions of Section 311 (c) of the said Public Law 370-79th Congress, the trainees referred to in the preceding paragraph of this Article shall be designated by the President of the Philippines in accordance with procedures and standards established by the Administrator. The Government of the Republic of the Philippines shall furnish to the United States Embassy at Manila the names and necessary supporting documents of the trainees so designated.

ARTICLE IV

The Government of the Republic of the Philippines agrees to provide free of cost to the Government of the United States of America such lands, rights-of-way, and easements necessary for carrying out the terms of this Agreement. The Administrator is authorized to accept and utilize for the performance of the terms of this Agreement contributions of labor, materials, equipment and money from the Government of the Republic of the Philippines and its political subdivisions.

ARTICLE V

The Director of Aëronautics shall assist the representative of the Administrator in carrying out the objectives of this Agreement by providing:

(1) recommendations relative to locations for the establishment of air navigation facilities and the type of facilities and services required for each location;

(2) advice as to the specific radio frequency assignments which may be used and as to materials and equipment owned by the Government of the Republic of the Philippines which can be made available for use in carrying out this Agreement; and

(3) suggestions for the accomplishment of all phases of the Agreement, including suggestions for the accomplishment of the physical work involved and for the maintenance and operation of completed facilities.

The Government of the Republic of the Philippines shall furnish such equipment, facilities, and qualified personnel, including technicians, administrative personnel, and other personnel, as may be necessary and as may be available to the Government of the Republic of the Philippines to carry out the purpose and intent of this Agreement.

ARTICLE VI

The Government of the Republic of the Philippines will cooperate with the Administrator, or his duly authorized representative, in providing such temporary or permanent office and other space and facilities as may be required, and shall render all practicable assistance in securing adequate housing accommodations, at reasonable rental rates, for personnel of the Civil Aeronautics Administration engaged in effectuating this program, and their families.

ARTICLE VII

The Government of the Republic of the Philippines will save harmless all officers and employees of the Civil Aeronautics Administration of the Department of Commerce who are citizens of the United States from damage suits or other civil suits arising out of their performance of their duties under this Agreement.

ARTICLE VIII

Officers, employees, and agents of the Government of the United States of America who are citizens of the United States and who are on duty or who may be assigned to duty in the Republic of the Philippines under the provisions of the present Agreement, and their families, shall be permitted to move freely into and out of the Republic of the Philippines, subject

to existing visa and passport regulations. Gratis transit shall be extended to all officers, employees or agents of the Civil Aeronautics Administration of the Department of Commerce over all bridges, ferries, roads and other facilities of the highways where tolls are collected for passage of vehicles or occupants.

ARTICLE IX

Pending the conclusion of negotiations now being considered by the Government of the United States of America and the Government of the Republic of the Philippines, no import, excise, consumption, or other tax, duty or impost shall be levied on funds or property in the Republic of the Philippines which are owned by the Civil Aeronautics Administration and used for purposes under the present Agreement or on funds, materials, supplies, and equipment imported into the Republic of the Philippines for use in connection with such purposes; nor shall any such tax, duty, or impost be levied on the personal funds or property, not intended for resale, imported into the Republic of the Philippines for the use or consumption of Civil Aeronautics Administration personnel who are United States citizens; nor shall any export or other tax be placed on any such funds or property, including United States Government property, in the event of its removal from the Republic of the Philippines.

ARTICLE X

Each Government reserves the right to remove any personnel paid by it and involved in carrying out the provisions of this Agreement with the understanding that each Government shall maintain an adequate force to carry out the provisions and requirements of this Agreement so long as the Agreement is in effect.

ARTICLE XI

All commitments made in this Agreement on the part of the Government of the United States of America shall be subject to the availability of appropriated funds made by the Government of the United States of America.

ARTICLE XII

This Agreement shall become effective on the date of its signature, and shall continue in effect until completely executed on both sides but in no event later than June 30, 1950; provided, however, that this Agreement may be revised, amended,

or changed in whole or in part with the approval of both parties as indicated and effected by an exchange of notes between the two contracting parties; *And provided further*, That either Government may terminate this Agreement by giving to the other party ninety days' notice in writing through diplomatic channels.

IN WITNESS WHEREOF the Undersigned, duly authorized thereto, have signed the present Agreement in duplicate at Manila this 12th day of May, 1947.

For the Government of the Republic of the Philippines:

(Sgd.) RUPERTO K. KANGLEON
Secretary of National Defense

For the Government of the United States of America:

(Sgd.) NATHANIEL P. DAVIS
*Chargé d'Affaires ad interim
of the United States of America at Manila*

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