

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1959 Nr. 210

A. TITEL

*Notawisseling tussen de Nederlandse en de Amerikaanse Regering,
houdende een overeenkomst betreffende de oprichting van een
Technisch Studiecentrum voor de luchtverdediging;
's-Gravenhage, 14 december 1954*

B. TEKST

De tekst van de nota's is geplaatst in *Trb.* 1955, 1.

C. VERTALING

Zie *Trb.* 1955, 1.

D. GOEDKEURING

Zie *Trb.* 1955, 36.

G. INWERKINGTREDING

Zie *Trb.* 1955, 1 en *Trb.* 1956, 42.

J. GEGEVENS

Zie *Trb.* 1955, 1 en *Trb.* 1956, 42.

In overeenstemming met artikel 102 van het Handvest der Verenigde Naties zijn de nota's op 19 maart 1957 geregistreerd bij het Secretariaat der Verenigde Naties onder no. 3737. De tekst der nota's alsmede een vertaling in het Frans is afgedrukt in „Recueil des Traités” der Verenigde Naties, deel 262, blz. 35 e.v.

Het op 14 december 1954 tussen de Rijksverdedigings Organisatie TNO en de Amerikaanse Regering gesloten contract, waarvan de tekst is afgedrukt op blz. 19 e.v. van *Trb.* 1955, 1 en waarvan de eerste wijziging is afgedrukt in *Trb.* 1956, 42, is nadien nog verschillende malen door partijen gewijzigd. De wijzigingen houden het volgende in:

Tweede wijziging (15 maart 1956): onder 4 („Estimated cost and amount allotted for this contract”), A, is het bedrag „\$ 3,700,000” vervangen door „\$ 4,200,000”.

Derde wijziging (24 mei 1956): onder 4 („Estimated cost and amount allotted for this contract”), A, is het bedrag „\$ 4,200,000” vervangen door „\$ 6,350,000”.

Vierde wijziging (26 juli 1956): aan het contract is een nieuwe paragraaf toegevoegd, paragraaf 25, luidende als volgt:

„25. *ADVANCE PAYMENTS*

Upon the approval of the Contracting Officer, advance payments may be made from time to time by the Government of the United States for the purposes of this Contract, without payment of interest by the Contractor, in accordance with the following terms and conditions:

A. The bank designated for the deposit of advance payments hereunder is the Nederlandsche Handel-Maatschappij, N.V., The Hague, The Netherlands, hereinafter called the Bank.

B. Deposits shall be made by checks drawn in United States dollars on the Treasury of the United States, payable to the Bank, with specific indication thereon that the amount is to be credited to the United States Special Dollar Account designated on the check.

C. Withdrawals from the Special Bank Account, or Accounts if there should be more than one, shall be by requests made by the Contractor to the Bank, countersigned by the United States Deputy Advisor, designating the payee and the amount to be paid, identifying the Special Bank Account to be charged, and, unless otherwise authorized by the United States Deputy Advisor, specifying that payment by the Bank shall be in United States dollars.

D. Withdrawals from a Special Bank Account may also be made by a request for withdrawal made either by the Contractor and countersigned by the United States Deputy Advisor, or solely by the Contracting Officer, acting in his capacity as the Director, Mutual Weapons Development Team, or his designee, provided such requests call for payment to the Treasurer of the United States. Payment in such cases shall be made only in United States dollars.

E. The maximum amount authorized to be advanced under this Contract shall not exceed the total amount of funds which are made available for the financing of the experimental ionospheric and tropospheric forward scatter communications systems. The aggregate amount of unliquidated advance payments at any one time shall not exceed \$ 700,000.00; or Twenty (20) % of the total amount of funds which are made available for the financing of the experimental ionospheric and tropospheric forward scatter communications systems; or the remaining costs to be incurred and reimbursed under this Contract in connection with such systems, whichever is the least.

F. Actual advance payments made from time to time shall be limited to the amounts determined by the Contracting Officer to be reasonably required to enable the Contractor to make payments to subcontractors engaged in the design, installation, operation and evaluation of the experimental systems during a period not to exceed 30 days from the date of the advance payment. Except as provided in subparagraph D hereof, amounts advanced shall not be used for any purpose other than the making of such payments. Sub-advances are not authorized under the provisions of this Paragraph 25.

G. Except for withdrawals made pursuant to subparagraph D hereof, counter-signature by the United States Deputy Advisor of a request for withdrawal shall be based on his approval of a voucher submitted by the Contractor, in such form and reasonable detail as the United States Deputy Advisor may require, and supported by a statement of the costs incurred by the subcontractor concerned for which payment has been requested. Each statement of cost shall be certified by an officer or other responsible official of the Contractor authorized by it to certify such statements and such certificate shall specify that the costs incurred by the subcontractor are allowable costs under the subcontract. The provisions of Paragraph 3.E. of this Contract shall be applicable to the vouchers and statements of cost described in this subparagraph.

H. Upon receipt of a notice from the Bank that payment to the subcontractor has been made in accordance with the request for withdrawal, the United States Deputy Advisor will forward the approval voucher, with the date of payment noted, to the Contracting Officer.

I. The Contractor agrees to arrange for the repayment of such part of the unliquidated advance payments, upon the request of the Contracting Officer or the United States Deputy Advisor, as either of them considers to exceed reasonable current requirements of the Contractor for funds with which to pay subcontractors. Such arrangements shall be made in accordance with subparagraph D hereof.

J. (1) The Contractor agrees to furnish a monthly report on the operation of each Special Bank Account, as of the last day of each month, and to forward it to the Contracting Officer, through the United States Deputy Advisor, by the 3d day of the following month. Such report will include the following:

(a) The balance in each Special Bank Account on the 1st day of the preceding month.

(b) Itemization of deposits made in each Account during the month.

(c) Itemization of withdrawals from each Account during the month.

(d) The balance in each Special Account on the last day of the preceding month.

(2) With the monthly report, the Contractor will also furnish an estimate of the additional amount of advance payments required to enable him to pay subcontractors during the ensuing 30-day period, such estimate to take into account requests for payment already received but not processed for payment as of the last day of the preceding month.

K. The Contractor agrees that the Contracting Officer, the United States Deputy Advisor, or their representatives shall be permitted to inspect and audit its financial records and accounts.

L. The terms of this Contract shall be considered adequate security for advance payments made hereunder."

Vijfde wijziging (31 juli 1956): onder 4 („Estimated cost and amount allotted for this contract”), A, is het bedrag „\$ 6,350,000” vervangen door „\$ 10,500,000”.

Zesde wijziging (18 maart 1957): onder 4 („Estimated cost and amount allotted for this contract”), A, is het bedrag „\$ 10,500,000” vervangen door „\$ 11,200,000”.

Zevende wijziging (25 juni 1957): onder 1 („Statement of work”), B (7), is de datum „30 June 1958” vervangen door „30 June 1959”; onder 2 („Time of performance of work”) is de datum „30 June 1958” vervangen door „30 June 1959”; onder 4 („Estimated cost and amount allotted for this contract”), A, is het bedrag „\$ 11,200,000” vervangen door „\$ 13,100,000”.

Achtste wijziging (16 oktober 1957). Deze aanvulling brengt geen wijziging in de bepalingen van het contract, doch heeft betrekking op de verhoudingen tussen RVO-TNO, SHAPE en de firma PAGE Communications Engineers, Incorporated, welke firma in opdracht van RVO-TNO werk zal uitvoeren.

Negende wijziging (16 oktober 1957): aan het contract is een nieuwe paragraaf toegevoegd, paragraaf 26, luidende als volgt:

“26. SPECIAL PROCEDURE FOR PAYMENT FOR WORK PERFORMED IN TURKEY.

A. Notwithstanding any other provisions of this contract, payments for work performed in Turkey by “PAGE” under its Contract No. DJ 57.01, as amended, with RVO-TNO, may be made directly to “PAGE” by the United States Finance Officer located in Izmir, Turkey (or such other United States Finance Officer in Turkey as may be agreed upon between the Director, Mutual Weapons Development Team and “PAGE”), in accordance with the provisions of this paragraph.

(1) Once each month, or at such shorter intervals as may be approved by the Director, Mutual Weapons Development Team or his designee, “PAGE” may submit to the Director, or his designee, an invoice, properly certified, and supported by a statement of obligations incurred by “PAGE” for work completed or services furnished (including work or services by subcontractors of “PAGE”) in connection with the performance of the work called for in Turkey under Contract DJ 57.01, as amended. Where such obligations have been incurred in Turkish lira, the invoice shall be stated in Turkish lira.

(2) Payment will be made by the United States Finance Officer as promptly as possible, after certification of the invoice for payment by the Director, Mutual Weapons Development Team, or his designee. Payments under this paragraph 26 will be made in Turkish lira, for lira incurred obligations, in lieu of dollars. Payments may also be made in dollars when authorized by the Director, Mutual Weapons Development Team.

(3) Payments in accordance with the foregoing will not include payment of amounts representing installment payments on the fixed fee. “PAGE” will continue to be paid such installments by RVO-TNO, in U.S. dollars, in accordance with

the terms of Contract DJ 57.01, as amended, upon submission to RVO-TNO of properly certified invoices supported by copies of public vouchers paid by the United States Finance Officer in accordance with this paragraph 26. The amount payable as the installment will be 6 % of the dollar equivalent of the amount of the voucher, computed at the same exchange rate as that used by the Finance Officer who paid the voucher.

B. To the extent that the provisions of Contract DJ 57.01 are inconsistent with this paragraph 26, the Contractor agrees to amend it in such manner as to permit the payments provided for hereunder to be made."

Tiende wijziging (24 maart 1958): onder 4 („Estimated cost and amount allotted for this contract”), A, is het bedrag „\$ 13,100,000” vervangen door „\$ 13,750,000”.

Elfde wijziging (30 juni 1958): onder 4 („Estimated cost and amount allotted for this contract”), A, is het bedrag „\$ 13,750,000” vervangen door „\$13,924,000”.

Twaalfde wijziging (30 juni 1958): onder 1 („Statement of work”) B (7), is de datum „30 June 1959” vervangen door „30 June 1960”; onder 2 („Time of performance of work”) is de datum „30 June 1959” vervangen door „30 June 1960”;

onder 4 („Estimated cost and amount allotted for this contract”), A, is het bedrag „\$ 13,924,000” vervangen door „\$ 15,924,000”.

Uitgegeven de *dertigste* december 1959.

De Minister van Buitenlandse Zaken a.i.,

J. DE QUAY.