

TELECOMMUNICATION

Terminations

**Agreement Between the
UNITED STATES OF AMERICA
and SRI LANKA**

Effected by Exchange of Notes at
Colombo December 22 and December 28, 2016



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

SRI LANKA

Telecommunication: Terminations

*Agreement effected by exchange of notes at
Colombo December 22 and December 28, 2016;
Entered into force December 28, 2016.*

No. 992

The Embassy of the United States presents its compliments to the Ministry of Foreign Affairs of the Democratic Socialist Republic of Sri Lanka and has the honor to refer to the Agreement between the Government of the United States of America (“United States”) and the Government of the Democratic Socialist Republic of Sri Lanka, formerly Ceylon (“Sri Lanka”) for the construction, operation, and maintenance of transmitting facilities in Sri Lanka effected by exchange of notes between the two governments dated May 12 and 14, 1951 and subsequently amended and extended by exchanges of notes dated July 14 and August 23, 1954; April 30, 1962; January 12 and April 26, 1971; May 19 and October 1, 1976; April 9 and April 16, 1981; April 21 and May 10, 1982; March 23 and April 5, 1983; December 9, 1983; August 3, 1994 and May 9 and 14, 2002 (the “1951 broadcast agreement”); and the Agreement between the Government of the United States and the Government of Sri Lanka, for the construction, operation, and maintenance of a radio transmitting station (“station”) on certain parcels of land signed at Colombo, December 9, 1991 (the “1991 lease agreement”).

The Embassy, on behalf of the Government of the United States, has previously informed the Ministry of a proposal to terminate the 1951 broadcast agreement and the 1991 lease agreement and to return the site currently used by the United States to the Government of Sri Lanka. Specifically, the Embassy, on behalf of the Government of the United States, now proposes that the 1951 broadcast and 1991 lease agreements be terminated on the following terms:

1. Both the 1951 broadcast and 1991 lease agreements shall terminate as of December 31, 2016.

2. The Government of the United States shall turn over to the Government of Sri Lanka the entire approximately 409 acre station site, as described in the 1991 lease agreement, together with all real and personal property remaining at the station, at a time that shall be mutually agreed upon. The entire station site will be returned in its “as-is” condition at the time of formal turnover, with no warranty from the Government of the United States, either express or implied, as to the acceptability of surface or subsurface conditions on any of the 409 acres.
3. Representatives of both governments shall meet at the station at an agreed upon time to formally sign a receipt for the immediate transfer of assets. In addition to smaller installations and equipment, a listing of major buildings, facilities, vehicles and equipment proposed for turnover is attached as Annex A, including one (1) high frequency (HF) transmitter, as per the July 4, 2016 request from the Sri Lankan Ministry of National Policies and Economic Affairs.
4. In addition to the removal of certain minor personal property and equipment, the Government of the United States shall remove from the station all HF broadcast antenna towers and elements, transmission lines, and their associated ground works that extend to a height of approximately one (1) meter above the existing ground. Certain concrete foundations that extend above that height shall remain at the station.
5. Until the time of formal site turnover, the Government of the United States shall make every effort to maintain all facilities, vehicles and equipment in a good and workable condition (with the exception of normal wear and tear). However, the Government of the United States shall turn over all facilities, vehicles, and equipment “as-is,” without any guarantee as to their future

functionality, working condition or any express or implied warranty of usability or merchantability.

6. All lease payments for the station by the Government of the United States shall cease as of December 31, 2016. In no event shall the Government of the United States be liable for lease payments for occupancy after that date, nor shall the Government of the United States be obligated for any other liabilities or obligations under the 1991 lease agreement after December 31, 2016.
7. The Government of Sri Lanka accepts full responsibility and liability for the operation of the station from the date of delivery under paragraph 2 above, which date shall be mutually agreed between the two governments through diplomatic channels.
8. The Government of Sri Lanka agrees that, other than the items listed in paragraph 4 above, the Government of the United States is not required to remove from the station any equipment, assets, or installations and that, furthermore, the Government of the United States does not have to carry out or perform any kind of work on such equipment, assets, or installations (such as, for example, restoration, rehabilitation, mitigation, repair, maintenance, or cleaning).
9. All outstanding labor and employment issues, to include final rights and compensation, shall be governed by the effective Local Compensation Plan dated August 7, 2016 (which governs compensation matters for locally employed staff of the Government of the United States at the United States Mission to Sri Lanka), and any local procedural requirements regarding termination of employees, if applicable, are expressly waived by the Government of Sri Lanka.

10. Apart from the terms described above, the Governments of the United States and Sri Lanka do not have any other rights, obligations or liabilities against each other whatsoever arising from the cessation of broadcasting from the station by the United States, the relinquishing of the station and its equipment, assets and installations to the Government of Sri Lanka, or the condition of any accompanying real or personal property.
11. The Government of Sri Lanka expressly waives the one (1) year advance notification requirement contained in both the 1951 broadcast agreement and the 1991 lease agreement.
12. It is understood that any obligation of the Government of the United States under this Agreement is subject to the appropriation of any necessary funds by the Congress of the United States.

The Government of the United States declares that no broadcasting activities are presently being carried out at the station and that no employees are contracted or working at this time at the station, except in relation to final closing preparations, security or maintenance of the grounds. Any privileges and immunities provided in accordance with Paragraph 10 of the 1951 broadcast agreement, as revised on December 9, 1983, shall cease at the time of final departure of the individuals enjoying privileges and immunities after the delivery of the station, or, should they remain in Sri Lanka, when such individuals cease to be employed by the Government of the United States.

If the above is acceptable to the Government of Sri Lanka, the Embassy has the honor to propose that this note, together with the Ministry's affirmative note in reply, shall constitute an agreement between the two Governments.

The Embassy of the United States of America avails itself of the opportunity to renew to the Ministry of Foreign Affairs of the Democratic Socialist Republic of Sri Lanka the assurances of its highest consideration.

Embassy of the United States of America

December 22, 2016.



c.c.

Dr. R H S Samaratunga, Secretary of Ministry of Finance

Mr. M.I.M. Rafeek – Secretary of Ministry of National Policy & Economic Affairs

**Annex A - To the Diplomatic Note on Closing the Sri Lanka Transmitting Station
Facilities and Equipment at the Iranawila Site to be conveyed to
The Government of the Democratic Socialist Republic of Sri Lanka
by the Government of the United States of America**

Buildings:

| | <u>Approximate Square footage</u> |
|-----------------------------------------|-----------------------------------|
| Transmitter and Administration Building | 25,357 sf. |
| Water Treatment Building | 484 sf. |
| Gate House Building – Guard room | 165 sf. |
| Motor Pool Work Shop Building | 3,581 sf. |
| Building and Grounds Maintenance Office | 1,070 sf. |
| Motor Pool Office Building | 526 sf. |
| Storage Building | 3,800 sf. |
| Antenna Riggers Office Building | 2,111 sf. |
| Bulk Storage Warehouse | 2,640 sf. |
| Canteen Building | 986 sf. |
| Multi-Purpose Building | 2,688 sf. |
| Warehouse Building | 2,688 sf. |
| Security Post | 180 sf. |

Generators:

Generator Set, Caterpillar Model 3406, 365 KVA capacity

Generator Set, Caterpillar Model 3516B, 2,000 KVA capacity

Generator Set, Caterpillar Model 3516, 2,282 KVA capacity

Large Motorized Equipment:

Forklift

Tractor with Backhoe and loader attachment, John Deere model

Tractor, John Deere model

Transmitter

As requested by the Government of the Democratic Socialist Republic of Sri Lanka for Turnover to the Sri Lanka Broadcasting Corporation

Marconi brand 500 kW HF Transmitter, Model B-6132, with Solid State Modulator

Various electronic test equipment

Tools, capacitors, tubes and related spare parts and equipment

All Other facilities:

Including but not limited to: site roads including lighting; all security fencing; various motorized and non-motorized security barriers and facilities including guard posts and guard towers; electrical substation; fuel tanks and fueling facilities; water tanks and treatment facilities; satellite dishes and communications tower; and any and all additional facilities as existing at time of turnover.

Other Materials and Equipment:

Various spare parts, tools and equipment for facilities, vehicle and equipment maintenance and repair; electronic test equipment; residual fuel and lubricants; additional motorized equipment; furniture and furnishings; scrap materials and non-functioning broadcast equipment; and any and all such items remaining on site at the time of turnover.



My No : L/TR/41

The Ministry of Foreign Affairs of the Democratic Socialist Republic of Sri Lanka presents its compliments to the Embassy of the United States of America in Colombo and has the honour to acknowledge receipt of Note No. 922 dated 22nd December 2016 from the Embassy of the United States of America, which proposes to terminate the Agreement between the Government of the United States of America ("United States") and the Government of the Democratic Socialist Republic of Sri Lanka, formerly Ceylon ("Sri Lanka") for the construction, operation, and maintenance of transmitting facilities in Sri Lanka effected by exchange of notes between the two governments dated May 12 and 14, 1951 and subsequently amended and extended by exchanges of notes dated July 14 and August 23, 1954; April 30, 1962; January 12 and April 26, 1971; May 19 and October 1, 1976; April 9 and April 16, 1981; April 21 and May 10, 1982; March 23 and April 5, 1983; December 9, 1983; August 3, 1994 and May 9 and 14, 2002 (the "1951 broadcast agreement"); and the Agreement between the Government of the United States and the Government of Sri Lanka, for the construction, operation, and maintenance of a radio transmitting station ("station") on certain parcels of land signed at Colombo, December 9, 1991 (the "1991 lease agreement") and to return the site currently used by the United States to the Government of Sri Lanka, on certain conditions which read as follows.

1. Both the 1951 broadcast and 1991 lease agreements shall terminate as of December 31, 2016.
2. The Government of the United States shall turn over to the Government of Sri Lanka the entire approximately 409 acre station site, as described in the 1991 lease agreement, together with all real and personal property remaining at the station, at a time that shall be mutually agreed upon. The entire station site will be returned in its "as-is" condition at the time of formal turnover, with no warranty from the Government of the United States, either express or implied, as to the acceptability of surface or subsurface conditions on any of the 409 acres.

3. Representatives of both governments shall meet at the station at an agreed upon time to formally sign a receipt for the immediate transfer of assets. In addition to smaller installations and equipment, a listing of major buildings, facilities, vehicles and equipment proposed for turnover is attached as Annex A, including one (1) high frequency (HF) transmitter, as per the July 4, 2016 request from the Sri Lankan Ministry of National Policies and Economic Affairs.
4. In addition to the removal of certain minor personal property and equipment, the Government of the United States shall remove from the station all HF broadcast antenna towers and elements, transmission lines, and their associated ground works that extend to a height of approximately one (1) meter above the existing ground. Certain concrete foundations that extend above that height shall remain at the station.
5. Until the time of formal site turnover, the Government of the United States shall make every effort to maintain all facilities, vehicles and equipment in a good and workable condition (with the exception of normal wear and tear). However, the Government of the United States shall turn over all facilities, vehicles, and equipment "as-is," without any guarantee as to their future functionality, working condition or any express or implied warranty of usability or merchantability.
6. All lease payment for the station by the Government of the United States shall cease as of December 31, 2016. In no event shall the Government of the United States be liable for lease payments for occupancy after that date, nor shall the Government of the United States be obligated for any other liabilities or obligations under the 1991 lease agreement after December 31, 2016.
7. The Government of Sri Lanka accepts full responsibility and liability for the operation of the station from the date of delivery under paragraph 2 above, which date shall be mutually agreed between the two governments through diplomatic channels.
8. The Government of Sri Lanka agrees that, other than the items listed in paragraph 4 above, the Government of the United States is not required to remove from the station any equipment, assets, or installations and that, furthermore, the Government of the United States does not have to carry out or perform any kind of work on such equipment, assets, or installations (such as, for example, restoration, rehabilitation, mitigation, repair, maintenance, or cleaning).
9. All outstanding labour and employment issues, to include final rights and compensation shall be governed by the effective Local Compensation Plan dated August 7, 2016

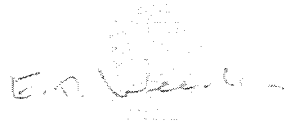
(which governs compensation matters for locally employed staff of the Government of the United States at the United States Mission to Sri Lanka), and any local procedural requirements regarding termination of employees, if applicable, are expressly waived by the Government of Sri Lanka.

10. Apart from the terms described above, the Governments of the United States and Sri Lanka do not have any other rights, obligations or liabilities against each other whatsoever arising from the cessation of broadcasting from the station by the United States, the relinquishing of the station and its equipment, assets and installations to the Government of Sri Lanka, or the condition of any accompanying real or personal property.
11. The Government of Sri Lanka expressly waives the one (1) year advance notification requirement contained in both the 1951 broadcast agreement and the 1991 lease agreement.
12. It is understood that any obligation of the Government of the United States under this Agreement is subject to the appropriation of any necessary funds by the Congress of the United States.

The Ministry confirms that the proposals contained in the Embassy's note are acceptable to the Government of the Democratic Socialist Republic of Sri Lanka. Therefore, the Embassy's note and this note shall constitute an agreement to terminate the 1951 broadcast agreement and the 1991 lease agreement and to return the site currently used by the United States to the Government of Sri Lanka.

The Ministry of Foreign Affairs of the Democratic Socialist Republic of Sri Lanka avails itself of this opportunity to renew to the Embassy of the United States of America in Colombo, the assurances of its highest consideration.

The Embassy of the United States of America,
Colombo


28th December 2016
Colombo