

REGIONAL ISSUES

Compact of Free Association

Provision of Telecommunication Services

**Amendments to the
Agreement Between the
UNITED STATES OF AMERICA
and PALAU**

Signed at Honolulu September 3, 2010



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.”

PALAU

**Regional Issues: Compact of Free Association
Provision of Telecommunication Services**

*Amendments to agreement;
Signed at Honolulu September 3, 2010;
Entered into force September 19, 2018.*

Appendix F(1):

Agreement between
the Government of the United States of America
and
the Government of the Republic of Palau
to Amend the Agreement Regarding the Provision of Telecommunication
Services by the Government of the United States to Palau Concluded
Pursuant to Section 131 of the Compact of Free Association

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The Government of the United States of America and the Government of the Republic of Palau hereby agree to amend the Agreement Regarding the Provision of Telecommunication Services by the Government of the United States to Palau Concluded Pursuant to Section 131 of the Compact of Free Association, signed at Koror, Republic of Palau, January 10, 1986 (the Compact), to read as follows:

Article I
Definitions

The definition of terms set forth in Article VI of Title Four of the Compact are incorporated in this Agreement.

For the purpose of this Agreement only, the term "ITU Administration" shall mean the Government of the United States.

Article II
Authority and Responsibility

1. The Government of Palau, which is competent and capable under Section 121 of the Compact to conduct foreign affairs in its own name and right with respect to, among other things, communications, has requested that the Government of the United States act as its agent with regard to the provision of certain communications services set forth in Section 131 of the Compact.
2. The Government of the United States shall provide telecommunication services to the Government of Palau as authorized by Section 131 of the Compact. Pursuant to Section 131, the

Government of the United States shall represent the interests of the Government of Palau before the International Telecommunication Union (ITU) and other administrations concerned with international telecommunication in matters pertaining to the ITU Constitution and Convention.

3. When the Government of the United States acts on behalf of the Government of Palau pursuant to paragraph 2 of this Article, the Government of the United States shall act in accordance with the provisions of the laws and regulations of the United States that the Government of the United States determines are applicable to Palau at such time. The actions of the Government of the United States shall be consistent with the following:

(a) Prior to the Government of the United States acting on behalf of the Government of Palau in its capacity as the ITU Administration, wherever preparation for or representation at plenipotentiary or administrative conferences of the Union is concerned, the Government of the United States shall consult with the Government of Palau on matters which, in the opinion of the Government of the United States, relate to or affect the Government of Palau. These consultations shall occur in order for the Government of Palau to present its views to the Government of the United States, which shall consider these views when developing United States proposals and positions in connection with the conference preparatory efforts cited above. No consultations need be undertaken in respect of matters which, in the opinion of the ITU Administration, arise by virtue of due application of the regulatory provisions of the international Radio Regulations then in force.

(b) The Government of the United States shall notify the Government of Palau of significant actions of the ITU and other administrations which the Government of the United States regards as relating to or affecting either Government.

(c) When developing those rules and regulations of the United States that may be applicable to the Government of Palau pursuant to paragraph 2 of this Article, the Government of the United States shall give prior notice of its intentions to the Government of Palau and shall take into account all views expressed by or on behalf of the Government of Palau in connection with the relevant rulemaking proceedings.

(d) The provisions of Section 421 of the Compact shall apply, and the Government of the United States shall confer promptly at the request of the Government of Palau and that government shall confer promptly with the Government of the United States on matters relating to this Agreement, except in respect of matters which, in the opinion of the ITU Administration, arise by virtue of due application of the regulatory provisions of the International Radio Regulations then in force.

(e) For the purpose of carrying out the provisions of this Agreement, Competent Authorities shall be designated by each of the signatory Governments. The Competent Authority of the Government of the United States and the Competent Authority of the Government of Palau may communicate directly with each other. The designation by either Government of its Competent Authority will be communicated in writing to the other signatory Government, and such designation may, from time to time, be amended.

4. (a) The authority and responsibility of the Government of the United States pursuant to paragraph 1 of this Article is without prejudice to the authority and responsibility of the Government of Palau with regard to telecommunications in Palau, except as may otherwise be required by the ITU Constitution and Convention as complemented by the ITU Administrative Regulations.

(b) The Government of Palau shall develop, prior to conducting any telecommunication activity in Palau, standards and procedures, as recommended by the Government of the United States, which shall be consistent with the ITU Constitution and Convention inasmuch as the ITU Constitution and Convention are treaty obligations of the ITU Administration for the Government of Palau. In developing, implementing and maintaining these standards and procedures, the Government of Palau shall take whatever steps may be required by the ITU Constitution and Convention, as complemented by the ITU Administrative Regulations, such that the ITU Administration for the Government of Palau may fully meet its obligations under the ITU Constitution and Convention.

Article III Transition

1. Upon receipt of notice pursuant to Article IV of this Agreement from the Government of Palau, the Government of the United States shall assist the requesting government in obtaining membership in the ITU. After receipt of notice from the ITU of the Government of Palau's qualification to act, the Government of the United States shall take such actions as may be necessary to transfer to Palau all relevant obligations and rights.

2. Upon termination of the functions enumerated in Section 131 of the Compact by the Government of the United States, the applicability of all laws of the United States, and of its regulations, practices, policies, treaties, conventions, and arrangements which are applicable to this Agreement shall cease to be applicable in the territory of the Republic of Palau, and any authority and responsibility of the Government of the United States in respect to such services shall also cease.

Article IV Effective Date, Amendment and Duration

1. This Agreement may be amended by the Government of the United States of America and the Government of the Republic of Palau at any time by mutual written agreement.

2. This Agreement shall remain in force as long as the Compact remains in force, subject to Article IV of Title Four of the Compact and in the absence of action to the contrary by a Plenipotentiary Conference of the ITU, unless terminated by a signatory Government in the following manner:

(a) Termination of this Agreement by either signatory Government shall be effected by a written notification to either the Government of the United States or to the Government of Palau, as appropriate, and

(b) Termination shall take effect as mutually agreed or one (1) year after the recipient Government has been notified, but not before receipt of notice from the ITU of the qualification to act.

This Agreement to Amend the Agreement Regarding the Provision of Telecommunication Services by the Government of the United States to the Government of Palau Concluded Pursuant to Section 131 of the Compact of Free Association shall enter into force on the date of the last note of an exchange of diplomatic notes by which the Government of the United States of America and the Government of the Republic of Palau inform each other that all internal procedures necessary for its entry into force have been fulfilled.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed this Agreement.

DONE AT Honolulu, USA, in duplicate, this 3rd day of September, 2010, in the English language.

FOR THE GOVERNMENT
OF THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT
OF THE REPUBLIC OF PALAU:



