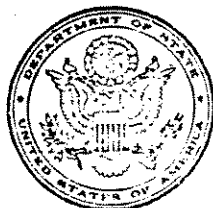


INVESTMENT GUARANTIES

Agreement Between the
UNITED STATES OF AMERICA
and **JAMAICA**

Effected by Exchange of Notes
Signed at Kingston December 11, 1962
and January 4, 1963



JAMAICA

Investment Guaranties

*Agreement effected by exchange of notes
Signed at Kingston December 11, 1962 and January 4, 1963;
Entered into force January 4, 1963.*

*The American Ambassador to the Jamaican Prime Minister and
Minister of External Affairs*

No. 70

DECEMBER 11, 1962

EXCELLENCY:

I have the honor to refer to conversations which have taken place between representatives of our two governments relating to investments in Jamaica which further the development of the economic resources and productive capacities of Jamaica and to guaranties of such investments by the Government of the United States of America. I also have the honor to confirm the following understandings reached as a result of those conversations:

1. The Government of the United States of America and the Government of Jamaica shall, upon the request of either Government, consult concerning investments in Jamaica which the Government of the United States of America may guaranty.
2. The Government of the United States of America shall not guaranty an investment in Jamaica unless the Government of Jamaica approves the activity to which the investment relates and recognizes that the Government of the United States of America may guaranty such investment.
3. If an investor transfers to the Government of the United States of America, pursuant to an investment guaranty, (a) lawful currency, including credits thereof, of Jamaica, (b) any claims or rights which the investor has or may have arising from the business activities of the investor in Jamaica or from the events entitling the investor to payment under the investment guaranty, or (c) all or part of the interest of the investor in any property (real or personal, tangible or intangible) within Jamaica, the Government of Jamaica shall recognize such transfer as valid and effective.
4. Lawful currency of Jamaica, including credits thereof, which is acquired by the Government of the United States of America pursuant to a transfer of currency or from the sale of property transferred

under an investment guaranty shall be accorded treatment by the Government of Jamaica with respect to exchange, repatriation or use thereof, not less favorable than that accorded to funds of nationals of the United States of America derived from activities similar to those in which the investor had been engaged, and such currency may in any event be used by the Government of the United States of America for any of its expenditures in Jamaica.

5. Any dispute regarding the interpretation or application of the provisions of this Agreement or any claim against the Government of Jamaica to which the Government of the United States of America may succeed as transferee or which may arise from the events causing payment under an investment guaranty shall, upon the request of either Government be the subject of negotiations between the two Governments and shall be settled, insofar as possible, in such negotiations. If, within a period of three months after a request for negotiation, the two Governments are unable to settle any such dispute or claim by agreement, the dispute or claim shall be referred upon the initiating of either Government, to a sole arbitrator, selected by mutual agreement, for final and binding determination in light of the applicable principles of international law. If the two Governments are unable to select an arbitrator within a period of three months after indication by either Government of its desire to arbitrate, the President of the International Court of Justice shall, at the request of either Government, designate the arbitrator.

6. The present Agreement shall, as between the parties to this Agreement, terminate and replace the provisions of Article III, as amended, of the Economic Cooperation Agreement between the United States of America and the United Kingdom signed at London on July 6, 1948,^[1] relating to guaranties of convertibility; provided that all obligations, rights, or actions arising from that Article prior to its termination shall remain in force beyond the date of termination of that Article until all obligations in connection with any guaranties issued by the Government of the United States of America in accordance with the said Article shall have been discharged: as between the parties to the present Agreement.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Jamaica, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the agreement to enter into force on the date of your note in reply.

¹ TIAS 1795, 2036, 2277, 4664; 62 Stat. (pt. 2) 2599; 1 UST 184; 2 UST 1202; 11 UST 2650.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM C. DOHERTY

His Excellency,
 Sir ALEXANDER BUSTAMANTE,
*Prime Minister of Jamaica
 and Minister of External Affairs,
 Kingston*

*The Jamaican Prime Minister and Minister of External Affairs to the
 American Ambassador*

JAMAICAN FOREIGN SERVICE

81/05

4TH JANUARY, 1963.

EXCELLENCY,

I have the honour to acknowledge receipt of your undated Note No. 70 which read as follows:-

"Excellency:

I have the honor to refer to conversations which have taken place between representatives of our two governments relating to investments in Jamaica which further the development of the economic resources and productive capacities of Jamaica and to guaranties of such investments by the Government of the United States of America. I also have the honor to confirm the following understandings reached as a result of those conversations:

1. The Government of the United States of America and the Government of Jamaica shall, upon the request of either Government, consult concerning investments in Jamaica which the Government of the United States of America may guaranty.
2. The Government of the United States of America shall not guaranty an investment in Jamaica unless the Government of Jamaica approves the activity to which the investment relates and recognizes that the Government of the United States of America may guaranty such investment.
3. If an investor transfers to the Government of the United States of America, pursuant to an investment guaranty, (a) lawful currency, including credits thereof, of Jamaica, (b) any claims or rights which the investor has or may have arising from the business activities of the investor in Jamaica or from the events entitling the investor to payment under the investment guaranty, or (c) all or part of the interest of the investor in any property (real or personal, tangible or intangible) within Jamaica, the Government of Jamaica shall recognize such transfer as valid and effective.

4. Lawful currency of Jamaica, including credits thereof, which is acquired by the Government of the United States of America pursuant to a transfer of currency or from the sale of property transferred under an investment guaranty shall be accorded treatment by the Government of Jamaica with respect to exchange, repatriation or use thereof, not less favorable than that accorded to funds of nationals of the United States of America derived from activities similar to those in which the investor had been engaged, and such currency may in any event be used by the Government of the United States of America for any of its expenditures in Jamaica.

5. Any dispute regarding the interpretation or application of the provisions of this Agreement or any claim against the Government of Jamaica to which the Government of the United States of America may succeed as transferee or which may arise from the events causing payment under an investment guaranty shall, upon the request of either Government be the subject of negotiations between the two Governments and shall be settled, insofar as possible, in such negotiations. If, within a period of three months after a request for negotiation, the two Governments are unable to settle any such dispute or claim by agreement, the dispute or claim shall be referred upon the initiating of either Government, to a sole arbitrator, selected by mutual agreement, for final and binding determination in light of the applicable principles of international law. If the two Governments are unable to select an arbitrator within a period of three months after indication by either Government of its desire to arbitrate, the President of the International Court of Justice shall, at the request of either Government, designate the arbitrator.

6. The present Agreement shall, as between the parties to this Agreement, terminate and replace the provisions of Article III, as amended, of the Economic Cooperation Agreement between the United States of America and the United Kingdom signed at London on July 6, 1948, relating to guaranties of convertibility; provided that all obligations, rights, or actions arising from that Article prior to its termination shall remain in force beyond the date of termination of that Article until all obligations in connection with any guaranties issued by the Government of the United States of America in accordance with the said Article shall have been discharged: as between the parties to the present Agreement.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Jamaica, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the agreement to enter into force on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM C. DOHERTY"

I have pleasure in confirming that the Government of Jamaica are in agreement with the provisions set out in your Note, and that Your Excellency's note and this reply shall constitute an Agreement between our two Governments on this subject, the agreement to enter into force on the date of this note.

Accept, Excellency, the renewed assurances of my highest consideration.

ALEXANDER BUSTAMANTE
Prime Minister
and Minister of External Affairs

His Excellency
WILLIAM C. DOHERTY,
Ambassador,
American Embassy.