

RADIOBROADCASTING

Agreement and protocol signed at Manila September 4, 1947

Entered into force September 4, 1947

*Superseded by agreement of May 6, 1963*¹

Department of State files

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES REGARDING RADIO BROADCASTING FACILITIES

The Government of the United States of America and the Government of the Republic of the Philippines,

Being desirous of insuring the continuation of radio broadcasting in the Republic of the Philippines, of affording a medium for the transmission of radio programs by each Government, and of providing a means for the training of Philippine radio technicians; and

Wishing to provide for the use by the two Governments of certain broadcasting facilities now existing or to be constructed in the Republic of the Philippines; and

Being convinced that these purposes should be fulfilled in a spirit of good neighborliness between the Government of the United States of America and the Government of the Republic of the Philippines, and that details of their practical application should be arranged by friendly cooperation;

Have decided to conclude an agreement for those purposes and have agreed as follows:

ARTICLE I

The Government of the United States of America and the Government of the Republic of the Philippines will cooperate, in accordance with the provisions of the present Agreement, in the use of the radio facilities referred to herein which have been or may be constructed in the Republic of the Philippines by the Government of the United States of America.

ARTICLE II

The Government of the Republic of the Philippines shall have the exclusive right to program time from 2200 to 1000 Greenwich Civil Time for domestic broadcasting on the medium wave broadcast transmitter installed at Malolos,

¹ 14 UST 741; TIAS 5353.

Bulacan Province, by the Government of the United States of America. Programs and other material broadcast over that transmitter by the Government of the Republic of the Philippines shall be identified by proper announcement as Philippine programs, and sole responsibility for their transmission shall rest upon the Government of the Republic of the Philippines.

ARTICLE III

The Government of the United States of America shall have the right, as provided in the present Agreement, to operate radio facilities in the Republic of the Philippines for transmission of broadcasts to any or all parts of the world in any language or languages. The operating rights granted by this Article shall apply to the two fifty kilowatt broadcast transmitters and related equipment now existing and to any other radio facilities which may be constructed or installed hereafter in the Republic of the Philippines by the Government of the United States of America under this Agreement.

Programs and other material broadcast by the Government of the United States of America over facilities located in the Republic of the Philippines shall be identified by proper announcement as United States programs, and sole responsibility for their transmission shall rest upon the Government of the United States of America.

ARTICLE IV

In order to facilitate the operation of radio transmission in the Republic of the Philippines the Government of the United States of America shall be permitted

1. To lease or purchase real property upon which radio transmission and receiving facilities have been erected or installed or upon which, in agreement with the Government of the Republic of the Philippines, such facilities may be erected or installed in the future;
2. To lease or purchase necessary public utility services on terms no less favorable than are enjoyed by citizens of the Republic of the Philippines, such as power and telephone services of various kinds, including the leasing of lines and rental of equipment;
3. To construct and install radio transmitters and receivers, including antenna structures, with due regard to restrictions imposed by generally applicable laws relating to air navigation safety;
4. To own and operate motor vehicles necessary to or relating to the operation of radio transmission;
5. To operate distillation equipment for the production of distilled water for use in the operation of radio transmitting equipment;
6. To transmit programs and materials originating in the Republic of the Philippines and to receive radio transmission originating outside the Republic of the Philippines for rebroadcast on a live or delayed (recorded) basis;

7. To utilize for radio transmission on terms mutually agreeable to the Government of the United States of America and the Government of the Republic of the Philippines the frequencies, types of emission, and frequency band widths, which are or may become available for medium or short wave radio transmission in accordance with the Madrid Telecommunications Convention, 1932,² including its appended regulations, or any treaty and regulations concerning short wave radio transmission, taking their place in the future. The terms agreed to shall be no less favorable to the Government of the United States of America than to nationals of the Republic of the Philippines.

ARTICLE V

Officers and employees of the Government of the United States of America who are citizens of the United States of America and who are on duty or assigned to duty in the Republic of the Philippines in connection with the transmission of radio broadcasts under the provisions of the present Agreement shall be permitted to move freely into and out of the Republic of the Philippines subject to existing passport and visa regulations and shall not be restricted by the Government of the Republic of the Philippines in their movement to and between their residences and the various locations at which the radio transmission or their other official business is carried on, and shall have free access to any other locations which it may be necessary for them to visit in line with their duties.

ARTICLE VI

Compensation for injury to persons of Philippine nationality or for damage to property belonging to Philippine nationals resulting from the operation in the Republic of the Philippines of radio transmission facilities under the present Agreement by the Government of the United States of America shall be paid by the Government of the United States of America subject to the applicable laws of the Republic of the Philippines. The amounts payable for such injury or damage shall be determined by agreement between the Government of the United States of America and the Government of the Republic of the Philippines.

ARTICLE VII

The Government of the United States of America and the Government of the Republic of the Philippines shall select each year by mutual agreement two graduates of a Philippine technical school to serve for a one year training period as technical assistants in the operation in the Republic of the Philippines of radio transmission facilities owned and operated by the Government of the United States of America. Salaries of such trainees shall be paid by the Government of the United States of America.

² TS 867, *ante*, vol. 3, p. 65.

ARTICLE VIII

Pending its ratification by the Senate of the Philippines in accordance with constitutional procedure, the present Agreement shall enter into force on the date of its signature as a *modus vivendi* between the United States of America and the Republic of the Philippines.

Subject to the provisions of the preceding paragraph and of the third paragraph of this Article, the present Agreement shall remain in force for a period of ten years and thereafter for additional five year periods, unless at least one year before the beginning of one of such five year periods one of the contracting Governments shall give notice to the other Government of an intention to terminate the Agreement, whereupon the Agreement shall cease to be in force at the expiration of the period during which such notice was given.

The Government of the United States of America shall have the right to terminate the present Agreement at any time on six months' notice in the event that circumstances make it impracticable for the Government of the United States of America or any official agency thereof to maintain and operate for purposes of the Government of the United States of America the radio facilities to which the present Agreement applies.

Upon the termination of the present Agreement all right, title and interest of the Government of the United States of America, or of any official agency thereof referred to above, in radio transmitting equipment, power plants, and other related facilities in the Philippines to which the present Agreement applies shall become the property of the Government of the Republic of the Philippines without cost, provided that for a period of five years after such transmitting equipment, power plants, and other related facilities become the property of the Government of the Republic of the Philippines that Government will use these facilities solely for purposes of the Government of the Republic of the Philippines and that at no time during such five-year period will these facilities be rented, leased or sold; nor will these facilities be used for commercial broadcasting except to the extent that will yield income sufficient for proper maintenance and efficient operation thereof.

IN WITNESS WHEREOF, the Undersigned, being duly authorized thereto, have signed the present Agreement in duplicate at Manila this fourth day of September, 1947.

For the Government of the United States of America:

NATHANIEL P. DAVIS

*Chargé d'Affaires ad interim of the
United States of America at Manila*

For the Government of the Republic of the Philippines:

ELPIDIO QUIRINO

*Vice President of the Philippines
and concurrently
Secretary of Foreign Affairs*

PROTOCOL TO AN AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES REGARDING RADIO BROADCASTING FACILITIES SIGNED AT MANILA SEPTEMBER 4, 1947.

It is understood and agreed that the real property referred to in Article IV paragraph 1 on which radio transmission facilities have been erected or installed by the Government of the United States of America, comprises, as of the date of signature of this Agreement, the following:

1. A parcel of land with buildings thereon, situated in the Barrio of Mojon, Municipality of Malolos, Province of Bulacan, known as the Bulacan Trade School; more exactly described as follows:

A parcel of first class residential land, Lot No. 2701, located at Barrio Mojon, Municipality of Malolos, Province of Bulacan, Philippines, bounded on the Northwest by property of F. C. Santos and H. Tantoco; on the Northeast by property of F. C. Santos; on the East by the road to Malolos-Quingua, E. Cruz, etc.; on the South by property of P. del Rosario; and on the Southwest by property of the Manila Railroad Company. It contains an area of 221,393 square meters, more or less, of which the United States is using approximately 28,500 square meters. On this parcel of land, the United States has constructed or rehabilitated, or will construct or rehabilitate, a transmitter building with a floor space of approximately 5,824 square feet, formerly known as the Bulacan Trade School Building, a one-story concrete building with concrete floors and sides, and a galvanized iron roof; one reinforced concrete building, housing its power plant, with a floor area of approximately 3,000 square feet; one prefabricated garage and workshop, approximately 4,000 square feet; one prefabricated warehouse, approximately 4,000 square feet; one toilet and shower building, concrete construction, approximately 360 square feet. Lessor: Provincial Government of Bulacan.

It is agreed between the two Governments that in exchange for the right to occupy and use the above described property in the Municipality of Malolos for the purposes of the Agreement to which this Protocol refers the Government of the United States of America will, as soon as possible after the coming into force thereof, erect two quonset huts on a site to be selected by the Government of the Republic of the Philippines and transfer title thereto to the Malolos School Board for its exclusive use. These buildings will measure forty by one hundred feet, more or less, and will be completed for occupancy, including concrete floors. It is agreed by the two Governments that the provision of the aforementioned buildings and of the radio transmission and studio equipment transferred to the Government of the Republic of the Philippines in connection with station KZFM shall be in lieu of rent for the property known as the Bulacan Trade School for so long as the Agreement to which this Protocol refers remains in force beyond the date of termination of the

present lease; it being understood that said lease shall be terminated, in accordance with its terms, on thirty days notice, to be given by the Government of the United States of America when the two buildings to be erected, as described in this paragraph, are declared ready for occupancy.

2. Eight parcels of land situated in the Municipality of Malolos, Province of Bulacan, on which the United States of America has erected antenna towers; more exactly described as follows:

Lot No. 3154 of the Cadastral Survey of Malolos, Bulacan, situated in Barrio, Bulihan, Malolos, Bulacan, bounded on the Northeast by Lot No. 2695, on the Southeast by Lot No. 3153, on the Southwest by Lot No. 2695, and on the Northwest by Lots 3155 and 2695. Area is 9,164 square meters, more or less, of which the United States is using 800 square meters, more or less. Lessor: Eliseo C. Cruz.

Lot No. 3153 of Malolos Cadastre, situated in Barrio Bulihan, Malolos, Bulacan, bounded on the North by the property of Alejandro de Leon, on the East by the property of Estero Malangan, on the South by the property of Estefania del Rosario, and on the West by the Calumpit Road. Area is 8,921 square meters of which the United States is using 1,600 square meters more or less. Lessor: Encarnacion Gatmaitan.

Lot No. 3152 of Malolos Cadastre, situated in Bulihan, Malolos, Bulacan, bounded on the North by the property of Victorino Gatmaitan, on the East by the property of Antonio Bautista, on the South by the property of Antonio Bautista, and on the West by the property of Estero Malangan. Area is 9,621 square meters, of which the United States is using 3,600 square meters. Lessor: Felicidad Jacinto de Dinglasan.

Lot No. 2696, situated in Barrio Mojon, Malolos, Bulacan, bounded on all sides by Lot No. 2695. Area is 14,665 square meters. Lessor: Urbano Enriquez.

Lot No. 2699 of Malolos Cadastre, situated in Barrio Mojon, Malolos, Bulacan, bounded on the North, East and South by Lot No. 2695, property of Antonio Bautista, and on the West by Lot No. 2697, property of Luis Santos. Area is 12,287 square meters. Lessor: Ladislao Caparas.

Lot No. 2698 of Malolos Cadastre, situated in Barrio Catmon, Malolos, Bulacan, bounded on the North by Lots 2695 and 2697, on the East by Lot No. 2695, on the South by Lot No. 2695, all properties of Antonio Bautista, on the West by National Highway No. 3. Area is 6,436 square meters. Lessor: Ananias Crisostomo.

Lot No. 2697 of Malolos Cadastre, situated in Barrio Guinhawa, Malolos, Bulacan, bounded on the North by property of Antonio Bautista, on the East by properties of Antonio Bautista and Alejandro Tiongson, on the South by property of Ceferino Aldaba (now Ananias Crisostomo), and on the West by property of Antonio Bautista. Area is 77,211 square meters. Lessor: Luis Santos.

Lot No. 2695 of Malolos Cadastre, situated in Barrio Mojon, Guinhawa, Pinagbacalan, Bulihan, Sumapa, Malolos, Bulacan, bounded on the North-east by properties of Silvino Torralba and others, on the East by properties of Alejandro Tiongson and others, on the Southeast by properties of Provincial Government and others, on the Southwest by properties of Manila Railroad and others, on the Northwest by the property of Bartolome Fuentes and others. Area is 1,270,289 square meters, more or less, of which the United States is using 638,620 square meters, more or less. Lessor: Antonio Bautista (deceased).

3. Space for studios and offices in the building at the corner of Soler and Calero Streets in the City of Manila, known as the Roces Building.

IN WITNESS WHEREOF, the Undersigned, being duly authorized thereto, have signed this Protocol in duplicate at Manila this fourth day of September, 1947.

For the Government of the United States of America:

NATHANIEL P. DAVIS

*Chargé d'Affaires ad interim of the
United States of America at Manila*

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