

March 16, 1965

**EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT BETWEEN
THE REPUBLIC OF THE PHILIPPINES AND THE UNITED STATES
OF AMERICA REGARDING THE ESTABLISHMENT OF
COMMUNICATIONS FACILITIES AT MT. CABUYAO**

Note: The Agreement entered Into force, March 16, 1965.

No. 637

March 16, 1965

His Excellency Manila,
Mauro Mendez,
Secretary of Foreign Affairs,
Department of Foreign Affairs,
Republic of the Philippines,
Manila.

Excellency:

I have the honor to refer to recent discussions between representatives of our two governments regarding the desire of the United States to have its forces serve on the Philippine military reservation at Mount Cabuyao by the establishment thereon of a United States communications facility and to propose an agreement as follows;

**AGREEMENT REGARDING SERVING OF UNITED STATES
ARMED FORCES ON THE PHILIPPINE MILITARY
RESERVATION AT MOUNT CABUYAO BY THE
ESTABLISHMENT THEREON OF A UNITED
STATES COMMUNICATIONS FACILITY**

WHEREAS, Section I, Article II, of the 1947 Military Bases Agreement provides that "the Armed Forces of the Philippines may serve on United States bases and that the Armed Forces of the United States may serve on Philippine military establishments whenever such conditions appear beneficial as mutually determined by the armed forces of both countries";

WHEREAS, it has been mutually determined by the armed forces of both countries that the serving by the United States Armed Forces on the Philippine military reservation at Mount Cabuyao, Mountain Province by the establishment of a United States communications facility in connection with the operation of United States bases in the Philippines, will be in furtherance of their mutual defense needs;

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

SECTION I, PURPOSE:

This agreement establishes the policies and procedures under which the United States Armed Forces may serve on the Philippine military

reservation at Mount Cabuyao, Mountain Province, by establishing, operating, and maintaining a communications facility thereon.

SECTION II, GENERAL TERMS:

After this agreement has been in force for 10 years, either party may give notice to the other party of its intention to terminate the agreement in which case the agreement shall terminate one year after such notice has been given.

The United States communications facility shall be constructed in the area specified in Appendix A, or elsewhere as may be agreed by the Philippine-United States Mutual Defense Board.

Equipment, materials, supplies, and other movable property brought into, acquired or installed at the Mount Cabuyao Military Reservation by the United States Government, or United States contractor, in connection with the purpose of this agreement, may be removed from the Philippines or otherwise disposed of by either, before, or within a reasonable time after, the termination of this agreement. Property of the United States Government or its contractor left at the Mount Cabuyao Military Reservation, including property incorporated into structures and buildings no longer required for the purpose of operations under this agreement, shall become the property of the Government of the Philippines; no compensation will be owed to or by the United States Government or contractor in respect of any such property.

The terms of this agreement may be reviewed by the Philippine-United States Mutual Defense Board upon the request of either the Chief of Staff, Armed Forces of the Philippines, or the representative of the United States Commander-in-Chief, Pacific, in the Philippines, when requirements change or conditions necessitate a re-evaluation and may be modified as mutually agreed between the two governments.

SECTION III, SPECIFIC TERMS:

1. The United States Armed Forces during the period they operate and maintain a communications facility at the Mount Cabuyao Military Reservation will:

a. Provide, as may be required and at no expense to the Philippine Government, for the use of the Armed Forces of the Philippines facility at the Mount Cabuyao Military Reservation, power up to a maximum of 30 kilowatts.

b. Consult with and offer technical advice to the Armed Forces of the Philippines personnel, to the extent that this does not interfere with the continued operation and maintenance of the United States Armed Forces communications facility, at the Mount Cabuyao Military Reservation by the personnel thereof.

c. Construct and maintain at no expense to the Armed Forces of the Philippines a security fence around the perimeter defined by points A, B, C, D, E and F in appendix A enclosing the Philippine and United States facilities at the Mount

Cabuyao Military Reservation, and construct suitable fencing to enclose such additional areas at the reservation as may be agreed upon by the Mutual Defense Board.

d. Provide water at no expense to the Philippine Government to the Armed Forces of the Philippines communications facility to the extent reasonably available at the reservation.

e. Construct and maintain, at no expense to the Armed Forces of the Philippines, all improvements including buildings, entry roads, and parking hard-stands needed for the operation and maintenance of the United States Armed Forces communications facility. Use of the entry road and parking hardstands will be shared by the Armed Forces of the Philippines.

2. The Armed Forces of the Philippines will:

a. Allow, at no expense to the United States Government, the Armed Forces of the United States to construct and maintain all improvements including buildings needed for the operation and maintenance of the United States Armed Forces communications facility at the Mount Cabuyao Military Reservation in the area specified in Appendix A with the necessary right of access.

b. Provide physical security for the Philippine and United States communication facilities at the Mount Cabuyao Military Reservation.

SECTION IV, CONTROL OF ACCESS:

The Chief of Staff, -Armed Forces of the Philippines, and the representative of the United States Commander-in-Chief, Pacific, in the Philippines, have mutually determined that the United States communications facility and its operation are of major importance to the Armed Forces of the Philippines and the United States Armed Forces and consider that access to this facility should be controlled. Access to the United States communications facility, or parts thereof, shall be as mutually determined by the Chief of Staff, Armed Forces of the Philippines, and the representative of the United States Commander-in-Chief, Pacific, in the Philippines or their designated representatives.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose that this note and Your Excellency's reply indicating concurrence shall this matter to enter into force upon the date of Your Excellency's note in reply.

Accept, Excellency, the assurances of my highest consideration.

(Sgd.) WILLIAM MCCORMICK BLAIR, JR.

Enclosure: