TELECOMMUNICATION

Agreement Between the
UNITED STATES OF AMERICA
and DJIBOUTI

Signed at Djibouti June 18, 2002

with

Annexes

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."

DJIBOUTI

Telecommunication

Agreement signed at Djibouti June 18, 2002;
Entered into force June 18, 2002.
With annexes.

Agreement
between the Government of the United States of America and the Government of the Republic of Djibouti for the Establishment of U.S. Radio Transmitting Facilities in Djibouti

Agreement

Between the Government of the United States of America and the Government of the Republic of Djibouti for the Establishment of U.S. Radio Transmitting Facilities in Djibouti

The Government of the United States of America (hereinafter referred to as "the United States") and the Government of the Republic of Djibouti (hereinafter referred to as "Djibouti"):

- Desiring to further their mutual interest in promoting international understanding and cooperation and the exchange and dissemination of information through communication technologies;

- Having expressed their desire to cooperate in order to facilitate the installation, in the Republic of Djibouti, of radio transmitting facilities permitting the broadcast of U.S. Government-funded medium-wave (MW) and frequency-modulation (FM) radio programs; and

- Recognizing that the installation of such facilities requires the conclusion of an agreement between the two parties that may be supplemented as necessary by technical annexes on the various facets of this cooperation;

Have agreed as follows:

ARTICLE I

In accordance with the terms of this Agreement, Djibouti grants the United States the right to construct, operate, and maintain radio transmitting facilities intended for the transmission of U.S. Government-funded radio programs.

ARTICLE II

As requested by the United States, the technical component of the transmitting facilities shall consist of:

a) A 600-kilowatt medium-wave (MW) transmitter and associated transmission equipment, including a multi-tower antenna array and all other facilities and structures as may be necessary for the installation and operation of a radio station;

b) A one-kilowatt frequency-modulation (FM) transmitter and a five-kilowatt frequency-modulation (FM) transmitter and associated technical equipment; and

c) A telecommunications infrastructure to support the needs of the transmitting facilities, including but not limited to a transmit/receive satellite earth station.

Annex 1 contains a list of this equipment and describes the technical features thereof.

ARTICLE III

Any expansion of these radio transmitting facilities shall require the official consent of Djibouti, which must be requested in advance by the United States.

In such an event, the parties shall meet to discuss the measures to be taken and the amendments, if any, to be made to this Agreement. Any such amendments shall be agreed to by the parties in writing.

ARTICLE IV

In accordance with its domestic laws and regulations, Djibouti, within 30 days of the entry into force of this Agreement, shall grant to the United States:

a) An audiovisual operating license, subject to compliance with the terms and conditions set forth in this Agreement and, specifically, to the payment of the financial consideration established in Article XX of this Agreement; and

b) The assignment of, and exclusive right to utilize, the following frequencies:

(1) For medium-wave (MW) broadcasts, 1431 KHz;

(2) For frequency-modulation (FM) broadcasts, 100.8 MHz and 102.0 MHz; and

(3) For the satellite-link earth station:

Transmitting frequency: 6262 – 6298 MHz;
Receiving frequency: 4037 – 4073 MHz; and
Via satellite transponder: 85/85 Global on IOR 57 Degree East New Skies Satellite

ARTICLE V

At the request of the United States, Djibouti shall take all measures necessary, on behalf of the United States, to register these frequencies with the International Telecommunication Union, and other pertinent entities, and to keep such registrations current.

ARTICLE VI

a) The United States shall endeavor to ensure that broadcasts from these radio transmitting facilities will not cause interference with any scheduled broadcast of Djibouti or of the countries of the region.

b) Djibouti shall take appropriate actions to ensure that any agreements it subsequently enters into will not cause interference with the 1431 kHz frequency assigned to the United States under this Agreement.

c) The United States and Djibouti agree to jointly challenge, at the appropriate level, including international telecommunications regulatory authorities, any intentional harmful interference with the 1431 kHz frequency by any entity, state or person known or unknown.

ARTICLE VII

The medium-wave (MW) transmitter is intended to retransmit U.S. Government-funded radio programs in Arabic or other appropriate languages to an audience in East Africa and the Arabian peninsula.

The one-kilowatt frequency-modulation (FM) transmitter in the city of Djibouti shall operate on 100.8 MHz and retransmit U.S. Government- funded programs in English and French to a Djiboutian audience.

The five-kilowatt FM transmitter in Arta shall operate on 102.0 MHz and retransmit U.S. Government-funded radio programs in Arabic to a Djiboutian audience.

ARTICLE VIII

The United States shall be solely responsible for the content of the U.S. Government-funded programs retransmitted by these facilities.

The United States shall endeavor to refrain from transmitting from these facilities programs that are detrimental to the national interests of Djibouti.

ARTICLE IX

In recognition of Djibouti's right to regulate telecommunications within its borders, no authorization is granted to the United States to utilize its facilities for the purpose of trading or leasing broadcast time to any other country without prior written approval from Djibouti.

ARTICLE X

The supplies, materials, equipment, and parts introduced into or acquired in Djibouti by the United States for these facilities shall be and shall remain the property of the United States. The United States shall be allowed to export any or all equipment removed from the facilities at any time. This article shall survive the termination or expiration of this Agreement.

Upon expiration or termination of this Agreement, the parties may enter into negotiations with a view to Djibouti's acquiring all or part of the facilities owned by the United States.

ARTICLE XI

The medium-wave radio transmitting facility shall be operated and maintained by *Radio-Télévision de Djibouti* (hereinafter referred to as "RTD") under such terms and conditions as are agreed to by the U.S. Broadcasting Board of Governors and RTD and subsequently annexed to this Agreement as Annex 2. In the event RTD is unable to perform under the terms and conditions described in Annex 2, the United States reserves the right to directly operate and maintain the facility or engage the services of a qualified third party to operate and maintain the facility.

ARTICLE XII

The supplies, materials, equipment, and parts introduced into or acquired in Djibouti by the United States that are needed for the construction, installation, operation and maintenance of these facilities or exported from Djibouti pursuant to this Agreement shall be fully exempt from any taxes on ownership or use of property, tariffs, import and export taxes, customs duties, value added taxes, or any other taxes or charges. This article shall survive the termination or expiration of this Agreement.

ARTICLE XIII

Djibouti shall provide the United States the necessary land for the installation of the medium-wave radio transmitting facility. The United States shall be granted title to said land. The United States shall have the exclusive rights to the use and occupancy of said land.

Djibouti shall grant and provide to the United States all necessary servitudes and easements that may be required to bring utilities to the facility sites and to provide suitable access to the facilities at all times.

Djibouti shall at its own expense inspect said land and remove and dispose of any ordinance such as munitions, shells, land mines, grenades, or other hazardous/explosive devices found on said land prior to the occupancy by the United States.

In the event of termination or expiration of this Agreement, title to the property shall revert back to Djibouti. The property shall be returned in the same condition as it was when conveyed to the United States unless U.S. property is conveyed to Djibouti as described in Article X.

By mutual agreement, such parcel of land, which is to measure at least 400 meters by 500 meters, shall be located in the PK12 region, on the road connecting the capital city, Djibouti, with the village of Arta.

ARTICLE XIV

Djibouti authorizes the United States to install its frequency-modulation (FM) infrastructure in the various RTD transmitter centers located in Arta and in the city of Djibouti.

The FM transmission facilities shall be operated and maintained by RTD under such terms and conditions as are agreed to by the U.S. Broadcasting Board of Governors and RTD and subsequently annexed to this Agreement as Annex 3. In the event RTD is unable to perform under the terms and conditions described in Annex 3, the United States reserves the right to directly operate and maintain the FM transmission facilities or to engage the services of a qualified third party to operate and maintain the FM transmission facilities.

ARTICLE XV

Djibouti shall ensure that electric power is provided to the FM and MW facilities by the national electric company (Electricite de Djibouti) at the lowest rates available to commercial and industrial users.

In addition, the United States is authorized, if it determines that it is necessary, to install, at its own expense, an emergency power plant to produce the power required for the operation of the MW facility.

ARTICLE XVI

The United States may assign one U.S. official to manage the facilities. The assignment of any additional U.S. official shall be subject to the prior written consent of Djibouti.

Djibouti shall consider any such official, who is a U.S. national, to be a member of the Embassy of the United States of America in Djibouti and shall extend to this official or these officials, and members of their families forming part of their households, the same privileges and immunities as are accorded the administrative and technical personnel of the Embassy of the United States.

ARTICLE XVII

Djibouti shall grant the United States the right to hire U.S. or third-country nationals to fill certain positions at the facilities if qualified personnel are not available in Djibouti. Djibouti shall extend to any such foreign personnel all the authorizations necessary to reside and work in Djibouti.

Employees at the facilities other than U.S. nationals and U.S. permanent residents shall be subject to the various levies and taxes normally imposed on employees and shall be entitled to the same privileges as are accorded by the national social security agencies, in accordance with the Labor Code and the rules in effect in the Republic of Djibouti.

ARTICLE XVIII

If in the course of implementation of this Agreement, the United States acquires articles, materials, supplies, or services for the facilities, Djiboutian companies, or companies licensed to do business in Djibouti, will be permitted to compete for any such contracts and subcontracts on an equal footing with all other companies domestic or foreign to the extent permissible under U.S. laws and regulations.

ARTICLE XIX

The installation of the radio transmitting facilities shall begin upon signature of this Agreement.

ARTICLE XX

As consideration for the services, rights, and privileges offered by Djibouti (including, but not limited to, the right and the privilege to broadcast from Djiboutian territory, the grant of the audiovisual operating license, the assignment of the frequencies, and the tax exemptions), as well as the granting of the 200,000 square-meter parcel of land referred to in Article XIII, the United States shall:

a) Refurbish the transmitting center in Dorale for RTD by replacing the existing shortwave (SW) radio transmitter with a 50-kilowatt SW transmitter and the two medium-wave (MW) transmitters with two 40-kilowatt transmitters and perform renovations to both the building and transmission equipment as necessary. This element shall also include technical assistance, as well as the training of RTD personnel. The technical terms of this renovation are described in Annex 1. In no event shall the amount paid by the United States under this section exceed U.S. $1,200,000; and

b) Pay an annual flat fee of U.S. $150,000 for an initial term of ten years for the licensing fee. The initial payment for the licensing fee shall be made upon the date of the first operational broadcast from the MW facility based on a prorated annual amount; each annual payment thereafter shall be made on June 30.

The execution of U.S. obligations under this Agreement is contingent upon the granting of the 200,000 square-meter parcel of land by Djibouti to the United States for the duration of the term of this Agreement and any extensions thereof not to exceed forty years.

The U.S. obligations under this Agreement are contingent upon the availability of appropriated funds.

ARTICLE XXI

This Agreement shall enter into force upon signature and shall have an initial term of ten years from the date of the first operational broadcast from the MW facility. The United States shall promptly furnish notification of the date of the first operational broadcast.

Upon prior written request of the United States, at least one year prior to the end of the initial ten-year term, this Agreement may be extended for an additional term of ten years and in the same manner for additional ten-year terms, not to exceed a total of forty years. Such extensions shall be subject to the same terms and conditions as contained in the present Agreement.

This Agreement may be terminated by either party upon at least one year's written notice through diplomatic channels.

This Agreement may be amended by written agreement of the parties.

The Annexes shall form an integral part of this Agreement.

ARTICLE XXII

This Agreement shall be governed, construed, and interpreted in accordance with international law.

In the event of a disagreement concerning the interpretation or implementation of this Agreement, the parties shall endeavor to settle their dispute amicably and by means of negotiation. Disputes regarding the interpretation or application of this Agreement that cannot be resolved by negotiation shall be submitted to the Director of the International Broadcasting Bureau, or his/her designee, and to the Minister of Communications and Culture, responsible for Posts and Telecommunications for the Government of Djibouti, or his/her designee, for final resolution. In the event the dispute cannot be resolved by the Director and Minister, the parties may agree to enter into arbitration.

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

DONE at Djibouti, in duplicate, this 18 day of June, 2002, in the English and French languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

AMBASSADOR OF THE UNITED STATES OF AMERICA IN DJIBOUTI

FOR THE GOVERNMENT OF THE REPUBLIC OF DJIBOUTI:

MINISTER OF COMMUNICATION AND CULTURE, RESPONSIBLE FOR POSTS AND TELECOMMUNICATIONS

Annex One

To the Agreement
Between the Government of the Republic of Djibouti
and the Government of the United States of America
for the Establishment of U.S. Radio Transmitting Facilities in Djibouti

List of Equipment and Technical Features

- One 600 kW (six hundred kilowatt) medium wave (MW) transmitter tuned for broadcast at 1431 kilohertz (kHz).
- One 5 kW (five kilowatt) frequency modulated (FM) transmitter tuned for broadcast at 102.0 megahertz (MHz).
- One 1 kW (one kilowatt) frequency modulated (FM) transmitter tuned for broadcast at 100.8 megahertz (MHz).
- A three-tower MW antenna array including towers, transmission lines, tuning equipment and support structures.
- A transmit and receive satellite antenna located at the MW station.
- Two receive-only satellite antennas, one located adjacent to each of the FM transmitters.
- Equipment necessary to process broadcast signals and control operation of the transmitters.
- A transmitter building to house the MW transmitter and containing administrative, operational and technical areas.
- Necessary site work and utilities at the MW site, including fencing, emergency power generator, water tanks, sewage disposal, exterior lighting and related facilities.
- Back up receive-only satellite system including antenna located at the MW station.

CONTRACT #BBGCON-_____-_____
BETWEEN THE
U.S. BROADCASTING BOARD OF GOVERNORS
AND
RADIO-TÉLÉVISION DE DJIBOUTI
FOR THE OPERATION AND MAINTENANCE OF A MEDIUM WAVE RADIO FACILITY IN DJIBOUTI

This contract is between the U.S. Broadcasting Board of Governors (hereinafter referred to as the "BBG"), located in Washington, D.C., and Radio-Télévision de Djibouti (hereinafter referred to as "RTD"), located in Djibouti. The BBG and RTD are referred to jointly as the "Parties" to this contract.

WHEREAS, the BBG is an entity of the U.S. Government that is responsible for all U.S. Government sponsored, non-military broadcasting;

WHEREAS, RTD is an entity of the Ministry of Communications for the Republic of Djibouti that is responsible for all radio and television transmissions in Djibouti;

WHEREAS, the United States, on behalf of the BBG, and the Government of the Republic of Djibouti have entered into an agreement for the establishment of a radio transmitting facility in the Republic of Djibouti (hereinafter referred to as the "Agreement"). The Agreement establishes a Medium Wave (MW) transmitting station located in the PK12 region, on a road connecting the capital city, Djibouti, with the city of Arta (hereinafter referred to as the "Station"); and

WHEREAS, the BBG will install, and RTD will operate and maintain, a 600 kW medium-wave (MW) broadcast transmitter and associated equipment, including a multi-tower antenna array and all other facilities and structures as may be necessary, and the BBG will pay RTD an agreed-upon annual rate for operation and maintenance of the broadcasting Station.

NOW, THEREFORE, THE BBG AND RTD AGREE AND ENTER INTO THIS CONTRACT AND ITS ATTACHMENTS, WHICH FORM AN INTEGRAL PART OF THIS CONTRACT, AS FOLLOWS:

ARTICLE I – RESPONSIBILITIES OF THE PARTIES

A The BBG, as a Party to this contract, herein agrees it will:

1. Pay the costs for operating and maintaining the Station for use in broadcasting the BBG's programs 24 hours per day, each day of the year, except for agreed-upon maintenance periods as described in Attachment A, BBG's Operation and Maintenance (O&M) Requirements.

2. Be solely responsible for the content of all the BBG programs broadcast from the Station.

3. Pay the costs of the electric power for the Station and any replacement and spare parts used by RTD in operating and maintaining the Station. The monthly electric power costs for the Station will be determined by the monthly invoice provided by the local electric company, Electricité de Djibouti ("EDD"), under a separate agreement between the BBG and EDD. Replacement and spare parts costs will be invoiced to the BBG at the actual costs paid by RTD to purchase these parts, unless the BBG provided such parts to RTD.

B. RTD, as a Party to this contract, herein agrees that it shall:

1. Operate and maintain the Station in accordance with Attachment A. RTD shall be liable and responsible for any loss, destruction of, or damage to the Government Furnished Equipment ("GFE") identified in Attachment B that occurs as a result of RTD's fault or negligence. RTD shall take proper precautions to operate and maintain the GFE in accordance with the manufacturer's standards.

2. Ensure that all services provided by RTD at the Station meet the BBG's program broadcast schedule, without consideration of the content of the BBG's programs, 24 hours per day, each day of the year, except for agreed-upon maintenance periods as stated in Attachment A.

3. Allow the BBG to remove and return all GFE to the BBG, at the BBG's expense, at the end of the contract Term and any extensions thereof, subject to other provisions of this contract that are applicable to the GFE. This provision will survive the termination or expiration of this contract.

4. RTD will ensure that its operation of the Station complies with all International Telecommunication Union (ITU) requirements.

5. RTD shall provide for the physical security of the Station to prevent any damage or destruction to, and pilferage from, the Station.

ARTICLE II – CONTRACT TERM

A. The Base-Term (i.e., Period of Performance) is ten years from the date of the first operational broadcast from the Station. The United States shall promptly furnish notification of the first operational broadcast.

B. Upon prior written notification from the BBG, at least one year prior to the end of the Base-Term, this contract shall be extended for an additional term of ten years and in the same manner for additional ten-year terms, not to exceed a total of forty years. Such extensions shall be subject to the same terms and conditions as contained in the present contract after negotiations between both parties.

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ARTICLE III - PAYMENT AND BILLING

A. 1. In consideration for RTD's providing the BBG with the broadcasting O&M services as stated in this contract, the BBG will pay an initial rate of 15,930,000 (fifteen million nine hundred and thirty thousand) Djiboutian Francs (DF) for the period of April 1, 2003 to September 30, 2003, payable in 6 (six) equal monthly installments of 2,655,000 (two million six hundred and fifty five thousand) DF.

2. The BBG has paid in advance the first two monthly installments totaling 5,310,000 (five million three hundred and ten thousand) DF ($30,000 (thirty thousand) U.S. Dollars) of the 15,930,000 initial rate to RTD for RTD's staff to participate in the installation of the transmitter. Beginning June 1, 2003, the BBG will pay RTD the next monthly installment of the remaining 10,620,000 (ten million six hundred and twenty thousand) DF within 30 (thirty) days of the BBG's receipt of a "proper original invoice" from RTD.

3. Beginning October 1, 2003, the BBG will pay an annual fee of 92,040,000 (ninety two million and forty thousand) DF annually, payable in 4 (four) equal quarterly installments of 23,010,000 (twenty three million ten thousand) DF. This annual fee will remain in effect throughout the remainder of the Base-Term of this contract and any extensions thereof.

4. The BBG will pay all installments within 30 (thirty) days of the BBG's receipt of a "proper original invoice" from RTD. Beginning October 1, 2003, RTD shall submit a "proper original invoice" no sooner than the first month of each quarter for payment.

B. In accordance with the Bi-Lateral Agreement between the Government of Djibouti and the Government of the United States, all fees paid by the BBG to RTD are inclusive of all license fees, taxes, and similar levies of any kind payable to the Republic of Djibouti or any of its authorities in association with the broadcasting O&M services provided by RTD. The fees are based on the BBG's broadcast schedule requirement of 24 hours per day, each day of the year, except for agreed-upon maintenance periods as stated in Attachment A. The parties agree to an annual rate increase for the cost of living that would not exceed more than two percent (2%) annually for the duration of this agreement.

C. Each monthly or quarterly invoice from RTD shall include broadcasting O&M services, replacement and spare parts at actual cost, and shall state the actual cumulative hours of transmission time provided by RTD during the quarter for which the BBG is being billed. RTD shall obtain written approval from the BBG for any single replacement or spare part in excess of 1,770,000 (one million seven hundred and seventy thousand) DF. The total amount for replacement and spare parts costs shall not exceed 4,425,000 (four million four hundred and twenty five thousand) DF per year without the express written approval of the BBG.

D. Each such RTD invoice shall also state any RTD deductions for each lost minute of transmitter time unless such loss is caused by the BBG's audio signal failure or by an interruption of signal transmission (by satellite circuit) to the Station, as stated in Attachment A of this contract. There shall be no deductions for lost transmitter time during the first year of the Contract. Thereafter, the cumulative rate of lost transmitter time shall be 12,125 (twelve thousand one hundred twenty five) DF per hour calculated in accordance with the terms and conditions stated in Attachment A for the remainder of the Contract and any extensions thereof.

E. Invoices shall be sent to the following BBG mailing address:

John Bowen
Office of Engineering and Technical Services (E)
International Broadcasting Bureau (IBB)
U.S. Broadcasting Board of Governors (BBG)
Room 4072, Cohen Federal Building
330 Independence Avenue, S.W.
Washington, DC 20237

F. The BBG will pay all proper invoices submitted by RTD by "Electronic Funds Transfer (EFT)" of Djiboutian Francs to Banque Nationale pour le Commerce et l'Industrie Mer Rouge (Red Sea National Bank for Trade and Industry), account No. 570.591.001.30.08, to the order of Radiodiffusion Télévision de Djibouti, in accordance with the Foreign Vendor Payment Form #CF01.

G. Any late payment or nonpayment of proper invoice(s) received by the BBG, other than any invoice(s) for which a legitimate dispute exists, will accrue interest in accordance with United States law.

H. The BBG's obligations under this contract are contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the BBG for any payment may arise until funds are made available to the Contracting Officer for this contract, and until the Contracting Officer receives notice of such availability, to be confirmed in writing by the Contracting Officer.

ARTICLE IV – AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

The Contracting Officer will appoint by letter an Authorized Representative of the Contracting Officer (AR/CO), who will have the responsibility of ensuring that the service conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the Letter of Appointment or the contract.

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ARTICLE V – GOVERNMENT FURNISHED EQUIPMENT

A. RTD shall operate all GFE only for the purposes of receiving and broadcasting the BBG program feeds under the terms and conditions of this contract. RTD shall maintain and protect all GFE in such a manner that all GFE remains in the same condition as all such GFE was originally provided to RTD – except for reasonable wear and tear on such GFE.

B. Upon expiration or termination of this contract, the Parties may enter into negotiations for the purpose of RTD acquiring ownership of all or part of the Station or other GFE owned by the United States. This Article shall survive the termination or expiration of this contract.

ARTICLE VI – TERMINATION

Either Party may terminate this contract by providing the other Party with a twelve-month advance written notice at any time. This contract may also be terminated by the mutual written agreement of both Parties by their jointly providing each other with a three-month advance written notice at any time. Both Parties shall use their best efforts to avoid any termination of this contract.

ARTICLE VII – NON-PERFORMANCE OF THE BBG AND/OR RTD BY CAUSE OF FORCE MAJEURE

A. In the event that during the contract Term, the performance of any obligation under this contract shall be prevented, hindered or delayed, the Party or Parties so affected shall be excused from performing any or all of those obligations, but only during the period in which it is so prevented, hindered or delayed. In such case, corresponding abatement or cessation of payments shall occur. If such Force Majeure circumstances exist for more than twelve (12) months, either of the Parties shall have the right to denounce further execution of their obligations under this contract, without constituting a breach thereof and, in such event, neither of the Parties shall have the right to claim reimbursements by the other Party for any losses incurred.

B. Any Party claiming such excuse or delay occasioned by a Force Majeure event shall give prompt notice in writing thereof to the other Party as soon as possible after the occurrence of the event, as well as prompt notice of ending of the Force Majeure event.

C. The affected services will be resumed as soon as possible, and the contract Term may, by mutual written agreement, be extended for a period of time corresponding to the actual non-performance period.

D. For the purpose of this contract, a "Force Majeure" event shall mean an event beyond the reasonable control of the Parties, unforeseen and unforeseeable, and includes, without limitation, acts by direct, immediate and exclusive operation of the violent forces of nature, uncontrolled or

influenced by human intervention (including floods, earthquakes, and unusually severe weather), acts of war (declared or undeclared), any public enemy, riots, blockades, hijackings, embargoes, strikes or lockouts, casualties or accidents, deliveries or transportation shortages of cars, trucks or fuel, sustained interruptions of essential services including power, electricity, fuel, water, labor or materials, or any other causes or circumstances, or contingencies that may prevent, hinder or delay the performance by the parties of any of their obligations under this contract.

ARTICLE VIII – SUBCONTRACTING

No part of the work performed under this contract may be subcontracted and no obligation or duty arising out of this contract may be transferred or assigned without the prior written approval of, and upon terms acceptable to, the BBG and RTD. This prohibition against subcontracting does not apply to contracts or orders for purchase of materials and supplies as distinguished from RTD's performance of the services stated hereunder.

ARTICLE IX – DISPUTES AND/OR INTERPRETATION OF THE CONTRACT

In the event of a disagreement concerning the interpretation or implementation of this contract, the Parties shall endeavor to settle their dispute amicably and by means of negotiation. Disputes regarding the interpretation or application of this contract that cannot be resolved by negotiation shall be submitted to the Director of the International Broadcasting Bureau, or his/her designee, and to the Director of RTD, or his/her designee, for final resolution. In the event the dispute cannot be resolved between the Directors, the Parties may agree to enter into arbitration. This Article shall survive the termination or expiration of this contract.

ARTICLE X – DEFINITIONS

A. The term "Contracting Officer," as used in this contract, means the BBG official who executes this contract on behalf of the BBG, and his or her successors in this office. The Contracting Officer is the only person who may make commitments on behalf of the BBG or perform any formal act on behalf of, or in the name of, the BBG with regard to modification of this contract.

B. The term "Authorized Representative of the Contracting Officer" (abbreviated "AR/CO"), as used in this contract, means an official appointed by the Contracting Officer, in writing, to act on his or her behalf on any matter related to RTD's performance under this contract.

ARTICLE XI- MODIFICATIONS

No modifications that change the scope, terms or conditions, or prices shall have any force or effect, unless such contract modifications are in writing and are signed by both Parties.

ARTICLE XII – COVENANT AGAINST CONTINGENT FEES

RTD warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona-fide employees of RTD. For breach or violation of this warranty, the BBG will have the right to annul this contract without liability, or in its discretion to deduct from the agreed price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE XIII – ASSIGNMENT

This contract cannot be assigned or otherwise transferred by either Party to an affiliate entity, without the prior written consent of the other Party, such consent not being unreasonably withheld or delayed by either Party.

ARTICLE XIV – POINTS OF CONTACT

All official communications between the Parties to this contract shall be in writing between the below-listed official Points-Of-Contact ("POC") for each respective Party, subject to written changes in the names, titles, locations, and other information pertaining to the below-listed POC:

1. Contract Matters:

RTD: Abdi Atteyey, Director
Radio Television Djibouti
BP 97
Djibouti, Republic of Djibouti

Telephone Number: (253) 35-04-84
Facsimile Number: (253) 35-65-02

BBG: Jim Sullivan
IBB Office of Contracts (M/CON)
Broadcasting Board of Governors (BBG)
Room 2525, Switzer Federal Building
330 Independence Avenue, S.W.
Washington, D.C. 20237 U.S.A.

Telephone Number: (202) 619-3448
Facsimile Number: (202) 260-0588
E-Mail Address: sullivan@ibb.gov

2. Invoice and AR/CO Matters

RTD: Abdi Atteyey, Director
Radio Television Djibouti
BP 97
Djibouti, Republic of Djibouti

Ali Adabo Kako
Accountant

Telephone Number: (253) 35-04-84
Facsimile Number: (253) 35-65-02

BBG: Darrel Duckworth

Manager, Morocco Transmitting Station
B.P 162
90 000 Tangier Morocco

Telephone Number: (212) 39 93 59 04/05/06
Facsimile Number: (212) 39 93 55 71
E-Mail Address: dduckworth@mor.ibb.gov

3. Technical Matters:

RTD: Moussed Yahya
Chef du service technique
Radio Television de Djibouti

Ahmed Douale Warssama
Chef de Centre Emmeteur
Radio Television Djibouti

Telephone Number: (253) 35-04-84
Facsimile Number: (253) 35-65-02

BBG: As specified in Attachment A.

ARTICLE XV - SEVERABILITY

If any of the provisions of this contract shall be held by a United States court of competent jurisdiction to be contrary to any laws that are applicable to this contract, the remaining provisions of this contract shall remain in full force and effect. In the event that any provision held invalid is amended to comply with such a court decree, it shall return to full force and effect.

ARTICLE XVI – WAIVER

No waiver by a Party of any default by the other Party in the performance of any of the provisions of this Contract shall operate or be construed as a waiver of any other or further default whether of a like or different character.

The failure by any Party to insist on any occasion upon the performance of the terms, conditions or provisions of this Contract, or time or other indulgence granted by one Party to the other, shall not thereby act as a waiver of such breach or acceptance of any variation. No reasonable delay by, or omission of, either Party to exercise any right or remedy arising hereunder shall impair any such right or remedy or constitute a waiver of such event or an acquiescence thereto.

ARTICLE XVII – CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall mean all oral, written and/or tangible information created by a Party ("Owner") and provided to the receiving Party ("Recipient") which is confidential, proprietary and/or not generally available to the public. Confidential information provided by Owner shall remain the property of Owner. The Owner shall mark or identify all such information as confidential or proprietary information, orally or in writing as appropriate, to the BBG.

During the term of this Contract, Recipient shall, and shall cause its employees, agents and representatives to keep confidential, and will not disclose, and will cause its employees not to disclose, to third parties the Confidential information received from, or made available by, Owner in the course of the transactions contemplated hereby.

Notwithstanding the foregoing, information shall not be deemed confidential and Recipient shall have no obligation with respect to any such information which (a) is already known to Recipient, or (b) is or becomes publicly known, through publication, inspection of a product, or otherwise, and through no negligence or other wrongful act of Recipient, or (c) is received by Recipient from a third party without similar restriction and without breach of this Contract or (d) is independently developed by Recipient, or (e) is furnished to a third party by Owner without a similar restriction on that third party's rights.

ARTICLE XVIII – CONTRACT RECORDS

RTD agrees that the BBG, the Comptroller General of the United States and any of their duly authorized representatives shall have access to and the right to examine, together with auditors from RTD, any directly pertinent books, documents, papers and records of RTD involving transactions related to this contract for a period lasting 3 (three) years after final payment under this contract or until any dispute or issue relating to interpretation of this contract is resolved.

ARTICLE XIX – AUTHORITY TO CONTRACT

The Parties hereby represent that they have the full legal authority to enter into and legally bind their respective organizations to the Terms and Conditions of this contract, and any modifications thereto.

IN WITNESS THEREOF, the BBG and RTD have caused this contract to be executed by their duly authorized representatives as of the later date of the two below signatures, which is the "effective date" of this contract:

FOR THE BROADCASTING BOARD OF GOVERNORS:

John B. Bowen

John Bowen

On this 4th day of September 2003

FOR RADIO-TÉLÉVISION DE DJIBOUTI:

REPUBLIQUE DE ... Le Directeur ... RADIO - TELEVISION

Abdi Atteyeh

On this 4th day of Septembre 2003

Attachment A: BBG Operations and Maintenance (O&M) Requirements

Attachment B: U.S. Government Furnished Equipment (GFE)

Attachment A

To the contract between the U.S. Broadcasting Board of Governors (BBG) and Radio-Télévision de Djibouti (RTD) for the operation and maintenance of a medium wave radio facility in Djibouti; the below text of Attachment A is an integral part of this contract.

BBG's Operation and Maintenance (O&M) Requirements

1. RTD shall operate the BBG MW Station ("Station"), including all transmitting and related satellite receiving facilities, in Djibouti 24 hours a day, each day of the year, except for mutually agreed upon, in writing, maintenance periods. The BBG will provide a Program/Transmission Schedule to RTD outlining BBG broadcasting and program requirements. RTD shall normally operate and maintain the BBG transmitter at 600 kilowatts output and 99% modulation on negative peaks. RTD shall use the GFE Orban audio processor and operate it with settings as provided by the BBG.

2. RTD shall perform preventive and recurring maintenance as prescribed by the respective manufacturers' suggested maintenance procedures and schedules for the maintenance of all of the equipment and facilities at the Station. RTD shall provide the BBG (E-mail: *eomanage@ibb.gov)* its proposed annual Maintenance Plan for the Station.

3. RTD shall be responsible for the everyday safety and security of the Station.

4. The BBG shall have the right to seek information from RTD on matters relating to the management and functioning of the Station through the technical office of RTD (telephone: 35 04 84 or fax: 35 65 02). RTD shall respond promptly to all requests (such responses should be sent to: Office of Engineering, International Broadcasting Bureau, 330 Independence Ave., SW, Washington, DC 20237; 202-619-2035 or fax 202-205-2462).

5. RTD shall maintain the general functioning of the Station as well as manage and remunerate the staff assigned to operate and maintain them, and:

a. carry out a general inspection of the equipment and ensure that it is functioning properly each day;

b. carry out daily inspection visits to prevent any deterioration, destruction, or any other harm to the Station by a third party;

c. verify, on a daily basis, the BBG signal transmitted from the Station to ensure that the proper signals of the required power output and modulation are being transmitted at the time of the check; and

d. supply all tools necessary for the routine maintenance of all or part of the equipment at the Station.

6. RTD shall maintain a supply of spare parts designed for the Station equipment and in accordance with the recommendations of the manufacturers of the various equipment components concerned. The BBG transmitter will be supplied with one set of the manufacturer's recommended spare parts pursuant to the terms of the BBG's contract with the manufacturer. RTD shall advise the BBG/IBB Office of Engineering & Technical Services, Operations Directorate, Network Control Center (NCC), (E-mail: *eomanage@ibb.gov*) of item failures for BBG's warranty claim coordination with the manufacturer and for items/parts replenishment. RTD shall confirm receipt of items/parts replenishment shipments to the BBG/IBB Office of Engineering & Technical Services, Operations Directorate, NCC (E-mail: *eomanage@ibb.gov*).

7. RTD shall ensure that all general maintenance work performed on the Station equipment by RTD under the terms of this contract be done in accordance with the specific instructions and manuals of the respective manufacturers of the various equipment components.

8. RTD shall keep a log of all maintenance and/or repair work carried out on all or part of the Station equipment and shall authorize the BBG to examine the log upon request, as well as make copies of, and take excerpts from it. RTD shall allow periodic visits by the BBG staff to examine conditions of the Station facilities and observe operation and maintenance of the Station.

9. RTD shall perform any maintenance requiring shutdown of the entire transmitter or shutdown of either transmitter power block (1/2 power or 300 kW) at mutually agreed upon, in writing, maintenance periods. Specific maintenance hours shall be as coordinated in advance with the BBG's Network Control Center (E-*mail: eomanage@ibb.gov),* and as provided in the Program/Transmission Schedule.

10. In the event that the BBG transmitter gracefully fails (meaning - one power block fails, but one remains operational, or if power modules fail), RTD shall promptly perform corrective repair, within its ability to safely do so, and within the availability of replacement spare parts, in an effort to restore power operation to 600 kW.

11. The BBG will install a system to remotely monitor the technical operational performance of the BBG 600 kW transmitter. This system will provide basic transmitter performance data, such as Forward RF Power and Audio Modulation Percentage, to a designated BBG facility, via the BBG satellite system.

12. In the event RTD fails to receive the BBG programs or any portion(s) thereof for whatever reason(s) on its system, or if there is a loss of broadcast service for any reason:

a. RTD shall promptly notify the BBG, by telephone and/or facsimile note and/or E-mail message, of such facts and estimate the time to rectify the problem(s). The primary Point-of-Contact (POC) for such matters is the BBG Morocco Transmitting Station Master Control located near Tangier, Morocco which can be reached by telephone at 212-3-993-2481, by facsimile at 212-3-993-5571, and/or by E-mail message at its "MC_Morocco@mor.ibb.gov" Uniform Resource Locator (URL) address. All verbal communications shall be in French, Arabic, or English. A written

Trouble Report is required for any program outage in excess of 15 minutes resulting from equipment failure, power outage, operator error, or any other reason. The written report shall describe the nature of the problem, start time of the problem, duration of the outage, and corrective actions taken to solve the problem.

b. If the primary satellite feed from BBG is not being received, RTD should switch to the receive only satellite system backup feed if one is available, or to a backup program CD supplied by the BBG. Then in the shortest time possible, RTD shall contact the BBG Morocco Transmitting Station Master Control as indicated in paragraph A above. When the trouble is resolved, RTD shall resume broadcasting the original BBG programming using the satellite feed.

13. The broadcast fee to be paid to the RTD shall be proportionally reduced for failure to rebroadcast the BBG provided programs according to the following procedures:

a. RTD shall maintain accurate records reflecting the broadcast times of the BBG-provided programs on a daily basis.

b. For calculating broadcast time lost by any transmitter:

1) daily broadcast loss of less than thirty (30) seconds shall not be computed; and

2) daily loss of time greater than thirty (30) seconds shall be rounded off to the next minute, as will any fractional loss of time greater than a minute. Thus, the loss of time of 20 seconds one day shall be tabulated as zero (0) loss of time; loss of 1 minute and 20 seconds (1:20) shall be tabulated as loss of two (2) minutes.

c. Following the above procedure, the monthly loss of broadcast time shall be calculated at the rate provided in Article III, paragraph D of the Contract.

d. Any loss of program due to satellite systems failure and/or caused by the BBG shall not be counted as broadcast time lost.

Attachment B

To the contract between the U.S. Broadcasting Board of Governors (BBG) and Radio-Télévision de Djibouti (RTD) for the operation and maintenance of a medium wave radio facility in Djibouti; the below text of Attachment B is an integral part of this contract.

U.S. Government Furnished Equipment (GFE)

Major items of equipment include, but are not limited to:

1. 600kW MW transmitter (from Thales) tuned to 1431 kilohertz with recommended spare parts
2. RF dummy load
3. 600 kW MW RF switch
4. 600 kW MW coaxial transmission line
5. Three tower MW broadcast antenna array complete with tuning units
6. Audio processor (Orban) and audio switching equipment including backup CD audio source
7. Two way satellite communication system
8. Miscellaneous broadcast test equipment
9. Pre-fabricated metal building for the transmitter and other broadcast equipment, complete with all mechanical, electrical, and other facility support systems and equipment.

Agreement on the

Broadcast of BBG Programs in Frequency Modulation (FM)

in Djibouti and Arta

Annex III

to the Agreement between

the Government of the United States of America and

the Government of the Republic of Djibouti

for the Establishment of U.S. Radio Transmitting Facilities in Djibouti

Agreement on the
Broadcast of BBG Programs in Frequency Modulation (FM)
in Djibouti and Arta

In accordance with the Agreement between the Government of the United States of America and the Government of the Republic of Djibouti, for the purpose of establishing United States radio transmitting facilities in Djibouti, the following Agreement has been reached concerning the broadcast of United States Government-funded programs:

Between:

The Broadcasting Board of Governors (hereinafter referred to as "the BBG"), an independent entity of the Government of the United States of America, represented by the Director of the International Broadcasting Bureau (hereinafter referred to as "the IBB").

And:

The Office de la Radiodiffusion Télélvision de Djibouti (hereinafter referred to as "RTD"), BP 97, Djibouti, represented by its General Manager, Mr. Abdi Atteyeh Abdi.

In view of the request of the BBG to make its programs available to a Djiboutian audience under good listening conditions, and the obligations of RTD concerning the design of communication networks specified in its basic documents, BBG and RTD, jointly referred to as the Parties to this Agreement, declare that they have agreed as follows:

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Article 1: Object

RTD shall lease property to the BBG for the BBG owned FM transmitters and shall operate and maintain RTD-staffed radio-transmitting sites in the cities of Djibouti and Arta for the purpose of broadcasting United States Government-funded programs, (hereinafter referred to as "the BBG programs") in frequency-modulation (FM) for a base period of five (5) years, followed by one automatic (5) year extension for a total period not to exceed ten (10) years.

Article 2: Programming

The BBG programs broadcast from the Djibouti and Arta sites under this Agreement are to be found in the initial programming schedule in Attachment A to this Agreement.

The BBG is solely responsible for the content of all of its programming, and the BBG is entitled to modify, at any time, the content of its programming provided to the RTD under this Agreement. The content of all such programming will be consistent with the BBG's broadcast standards and principles and with the "Voice of America Charter," a copy of which is included as Attachment B to this Agreement (in English and French). Consistent with the BBG's broadcasting standards and principles, the contents of such programs shall not harm the cultural and social values, the national and religious sensibilities or the general discipline in the State of Djibouti.

Article 3: Practical Technical Arrangements

The BBG shall send the BBG programs from the United States to the RTD sites in Djibouti and Arta by satellite or by any other appropriate means.

RTD shall receive and rebroadcast the programming 24 hours a day, each day of the year, using a five (5) kW FM transmitter installed at its Arta site by the BBG and permitting broadcasts to Arta and the surrounding region, and a one (1) kW FM transmitter installed at the Djibouti site by BBG and permitting broadcasts to the city of Djibouti and the surrounding region. RTD shall respond to any technical difficulties that interfere with receiving or transmitting BBG programs at either site in accordance with the terms and conditions stated in Attachment C to this Agreement.

The BBG, its designated agents or contractors, shall furnish, transport, and install at the sites the necessary U.S. Government furnished equipment and antennas ("GFE") to put into service the receiving and transmitting facilities to be used by RTD to receive and broadcast the BBG programs. The necessary ("GFE") required for receiving and transmitting is described in Attachment D to this Agreement.

RTD shall commence broadcast of the BBG programs as soon as operational tests of the receiving and transmitting facilities have been completed.

From the effective date of this Agreement and for the duration of the term of this Agreement, RTD shall grant the BBG access to the Arta and Djibouti sites in order to inspect the aforementioned receiving and transmitting facilities.

As specified in Attachment D, the BBG shall provide to RTD a transmitter and associated transmission equipment with maximum output power of 1 kW, installed at the RTD facility in the city of Djibouti, and a transmitter and associated transmission equipment with maximum output power of 5 kW, installed at the Arta facility upon their entry into service for broadcast of the BBG programs.

RTD shall have the benefit of the warranties for the transmitter and associated transmitting equipment making up the receiving and transmitting facilities.

Article 4: Frequencies

The Republic of Djibouti has assigned the frequencies of 100.8 MHz for Arta and 102.0 MHz for Djibouti for purposes of broadcasting the United States Government-funded programming.

RTD shall endeavor to ensure that broadcasting of the BBG programs does not cause interference with RTD's own broadcasts. RTD shall alert the BBG and the International Telecommunication Union (ITU) of any interference between BBG broadcasts and one or more third-parties.

RTD shall take appropriate action to ensure that any agreement or action it subsequently enters into will not cause interference with the 100.8 MHz frequency in Arta and the 102.0 MHz frequency in Djibouti. RTD shall cooperate with the BBG to resolve any type of interference as quickly as possible and by mutual agreement.

Article 5: Operation and Maintenance

RTD shall operate the receiving and transmitting facilities in Arta and Djibouti 24 hours a day, each day of the year, except for mutually agreed upon, in writing, maintenance periods.

RTD shall be responsible for the everyday safety and security of the receiving and transmitting facilities.

RTD shall follow the maintenance schedule as prescribed by the manufacturer's suggested maintenance plan for the general maintenance of the receiving and transmitting facilities at the Djibouti and Arta sites during the term of this Agreement and any extensions hereof.

The BBG shall have the right to seek information from RTD on matters relating to the

management and functioning of the receiving and transmitting facilities through the technical office of RTD (telephone: 35 04 84 or fax: 35 65 02). RTD shall respond promptly to all requests (such responses should be sent to: Office of Engineering, International Broadcasting Bureau, 330 Independence Ave., SW, Washington, DC 20237; 202-619-2035 or fax 202-205-2462).

RTD shall maintain the general functioning of the BBG receiving and transmitting facilities as well as manage and remunerate the staff assigned to operate and maintain them, and:

1. RTD's staff (hereinafter referred to as the "staff") shall carry out a general inspection of the equipment and ensure that it is functioning properly each week;

2. The staff shall carry out weekly inspection visits to prevent any deterioration, destruction, or any other harm to the sites by a third party;

3. Verify, on a daily basis, the BBG signal transmitted from the Arta and Djibouti sites to ensure that the signals are being transmitted at the time of the check;

4. Supply all tools necessary for the routine maintenance of all or part of the equipment at the Djibouti and Arta sites; and

5. In the event of technical difficulties or broadcast interruptions, RTD shall take actions in accordance with Attachment C. RTD's staff shall make necessary repairs or adjustments to restore BBG transmissions:

- Within six hours of the occurrence of a failure of equipment components, if such failure causes an interruption in transmitting between 7 a.m. and 7 p.m., inclusive, Djibouti local time;

- Not later than noon on the day of the failure of one of the equipment components if such failure causes an interruption in transmitting between 7:01 p.m. and 6:59 a.m., Djibouti local time (or by noon of the following day if such failure occurs between 7 p.m. and midnight).

RTD, for both the Arta and Djibouti sites, shall:

1. Maintain a supply of spare parts designed for the equipment and in accordance with the recommendations of the manufacturers of the various equipment components concerned;

2. Ensure that all general maintenance work performed on the equipment by RTD under the terms of this Agreement be done in accordance with the specific instructions and manuals of the respective manufacturers of the various equipment components; and

3. Keep a log of all maintenance and/or repair work carried out on all or part of the equipment and authorize the BBG to examine the log upon request, as well as make copies of, and take excerpts from it.

Article 6: Financial Provisions

From the time that the non-test broadcasts begin, pursuant to this Agreement and in consideration for the services provided by RTD, the BBG shall provide to RTD the use of the transmitters and associated transmission equipment, as set forth in Article 3. Upon the commencement of the first non-test broadcast from both FM sites, the BBG shall pay RTD, according to the schedule referred to below, a fee at the rate of $90.000 (ninety thousand) U.S. Dollars ("USD") per year (hereinafter referred to as the "operations fee"), inclusive of all taxes. The annual rate shall remain in effect throughout the entire Base-Term of this Agreement. Upon commencement of the automatic five (5) year extension period, this shall increase to an annual operations fee of $103,500 (one hundred three thousand five hundred) U.S. Dollars ("USD") per year, inclusive of all taxes. The increased annual rate shall remain in effect throughout the entire five (5) year extension period.

This operations fee shall cover the provision of all above-mentioned RTD services, pursuant to this Agreement, including, but not limited to: an air-conditioned building; antennas; feeders; towers; regular electrical power; diesel fuel; operations, maintenance, and security personnel.

The Parties agree that the BBG will provide annual assistance to finance technical training programs, not to exceed $25,000 (twenty five thousand) USD per year. The schedule and content shall be determined each year by mutual written agreement.

The BBG will pay RTD for the operations fee, replacement and spare part costs invoiced from the date of the first non-test broadcast of the BBG's programs from the Djibouti and Arta sites in arrears every three (3) months. The BBG with pay RTD within 30 (thirty) calendar days of the BBG's receipt of a "proper original invoice" from RTD. The operations fee and the fee for replacement and spare parts costs will be invoiced separately in accordance with the terms described below.

1. Each invoice for the operations fee from RTD shall state the actual cumulative hours of transmission time provided by RTD. In the event of broadcast interruptions, each RTD operations invoice shall state any RTD deductions for lost transmitter time in accordance with the terms and conditions stated in Attachment E of this Agreement.

2. Each invoice for replacement and spare parts costs from RTD shall include copies of invoices for all replacement and spare parts purchased. The

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replacement and spare parts costs shall not exceed $4000 (four thousand) USD ceiling per contract year without the BBG's express written authorization increasing the ceiling. RTD shall notify the BBG in writing whenever it has reason to believe that the replacement or spare parts costs RTD expects to incur within 60 (sixty) days, when added to the replacement and spare parts costs previously incurred during that contract year, will exceed 75% (seventy-five percent) of the ceiling (including any authorized increase to the ceiling) for a given contract year. As part of the notification, RTD shall provide the BBG a revised estimate of the total cost for replacement and spare parts for that Agreement year.

Invoices shall be sent to the following BBG mailing address:

Office of Engineering and Technical Services (E)
International Broadcasting Bureau (IBB)
U.S. Broadcasting Board of Governors (BBG)
Room 4072, Cohen Federal Building
330 Independence Avenue, S.W.
Washington, DC 20237

Any late payment or nonpayment of proper invoice(s) received by the BBG, other than any invoice(s) for which a legitimate dispute exists, will accrue interest in accordance with U.S. law.

Payments shall be made to the account of RTD at the Banque Nationale pour le Commerce et l'Industrie Mer Rouge (Red Sea National Bank for Trade and Industry), account No. 570.591.001.30.08, to the order of Radiodiffusion Télévision de Djibouti in accordance with Foreign Vendor Payment Form #CF01.

RTD shall adopt, from the time broadcasts begin, all necessary precautions relating to use of equipment, and insure the BBG and/or its representatives or contractors against any indemnity action based on any damage to the equipment and/or by the equipment or use thereof, when said damage is the result of an act or omission by RTD, its staff, officials, or representatives.

Inasmuch as the Ministry of Communication and Culture for Posts and Telecommunications' (MCCPT) Agreement with the BBG exempts the BBG from taxes and custom duties on the importation into and exportation from Djibouti of the receiving and transmitting facilities referred to in Attachment "D," RTD shall complete the necessary customs clearance formalities for equipment sent to it for the purpose of broadcasting BBG programming. This provision shall survive termination of this Agreement and any extensions hereof.

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Article 7: Government Furnished Equipment

RTD shall operate all U.S. Government Furnished Equipment ("GFE") identified in Attachment D only for the purposes of receiving and broadcasting the BBG program feeds under the terms and conditions of this Agreement. RTD shall maintain and protect all such GFE in a manner that all GFE remains in the same condition as all such GFE was originally provided to RTD – except for reasonable wear and tear on such GFE.

Article 8: Subcontracting

No part of the work performed under this contract may be subcontracted and no obligation or duty arising out of this contract may be transferred or assigned without the prior written approval of the BBG and RTD. This prohibition against subcontracting does not apply to contracts or orders for purchase of materials and supplies as distinguished from RTD's performance of the services stated hereunder.

Article 9: Duration and Termination of this Agreement

This Agreement shall enter into force upon signature and shall remain in force from the date of signature for a base period of five (5) years (hereinafter referred to as the "Base Period"). At the end of the five (5) year Base Period, the Agreement shall automatically be extended for one automatic (5) year extension. The automatic five (5) year extension will become part of the Agreement automatically unless the BBG provides RTD with written notification, at least thirty (30) days prior to the start of the extension period, that the extension will not be implemented. The Parties agree to enter into negotiations for a subsequent five-year agreement at least one year prior to the expiration of the Base Period or any extensions thereof.

This Agreement, and any extension hereof, is subject to the availability of congressionally appropriated funds.

The BBG may terminate this Agreement, and any extensions hereof, for any reason, providing 3 (three) months advance written notice to RTD. Under such circumstances, RTD will reimburse the BBG for all monies that the BBG has paid in advance for which the BBG has received nothing in exchange. If this Agreement is terminated, the BBG may remove and export the transmitters and associated transmission equipment from the Djibouti and Arta sites. All other provisions of this Agreement shall be considered null and void except where otherwise expressly stated.

Upon the expiration or termination of this Agreement and any extensions hereof, the Parties may enter into negotiations with a view to RTD acquiring the transmitters and associated transmission equipment.

Article 10: Force Majeure

The Parties shall not be held liable for failure to carry out their contractual obligations if compliance therewith has been delayed or prevented by a Force Majeure event. In the event that during the Term of this Agreement, the performance of any obligation under this Agreement shall be prevented, hindered or delayed by a Fore Majeure event, both Parties shall be excused from performing their respective obligations, but only during the period in which the obligation is so prevented, hindered or delayed. In such a case corresponding abatement or cessation or payments shall occur.

For the purpose of this Agreement, a "Force Majeure" event shall mean an event beyond the reasonable control of the Parties, unforeseen and unforeseeable, and includes, without limitation, acts by direct, immediate and exclusive operation of the violent forces of nature, uncontrolled or influenced by human intervention (including floods, earthquakes and unusually severe weather), acts of war (declared and undeclared), any public enemy, riots, blockades, hijackings, embargoes, strikes or lockouts, casualties or accidents, deliveries or transportation and shortages of cars, trucks or fuel, sustained interruptions of essential services including power, electricity, fuel, water, labor or materials, or any other causes, circumstances, or contingencies that may prevent, hinder or delay the performance by the Parties of any of their obligations under this Agreement.

If such Force Majeure circumstances exist for more than twelve (12) months, either of the Parties shall have the right to denounce further execution of their obligations under this Agreement, without constituting a breach thereof, and, in such an event, neither of the Parties shall have the right to claim reimbursement by the other party for any losses incurred.

The Party invoking Force Majeure shall notify the other Party thereof within 48 hours of the occurrence of the Force Majeure event and provide the other Party with all relevant information (refer to Attachment "C" for the point of contact for the BBG). In any event, the notifying Party shall take all measures necessary to fulfill its obligations hindered by the Force Majeure event as soon as the Force Majeure event ends.

Article 11: BBG Marks

RTD shall not use any trademarks or servicemark of the BBG, or any of its broadcasting entities including, but not limited to, the Voice of America, Radio Free Europe/Radio Liberty, Radio Sawa, Radio Free Asia, and Worldnet without the BBG's prior written consent.

For the purposes of this Agreement, a trademark or servicemark shall be defined as any word and/or design mark, whether or not registered, used in commerce to identify the BBG, or any of its broadcasting entities' goods or services.

This Article shall survive the termination or expiration of this Agreement and any extensions hereof.

Article 12: Modifications

This document constitutes the entire Agreement between the Parties. No further approvals of this Agreement are required by either Party, beyond the below signatures, to make this document a legally binding Agreement.

No modifications to this Agreement whatsoever shall have any force or effect, unless any such modifications are in writing and signed by both Parties.

Article 13: Disputes and Arbitration

In the event of a disagreement concerning the interpretation or implementation of this Agreement, the parties shall endeavor to settle their dispute amicably and by means of negotiation. Disputes regarding the interpretation or application of this Agreement that cannot be resolved by negotiation shall be submitted to the Director of the International Broadcasting Bureau, or his/her designee, and to the Minister of Communications and Culture, responsible for Posts and Telecommunications for the Government of Djibouti, or his/her designee, for final resolution. In the event the dispute cannot be resolved by the Director and Minister, the parties may agree to enter into arbitration. This Article shall survive the termination or expiration of this Agreement and any extensions hereof.

Article 14: Covenant against Contingent Fees

RTD warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona-fide employees of RTD. For breach or violation of this warranty, the BBG will have the right to annul this contract without liability, or in its discretion to deduct from the agreed price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Article 15: Authorized Representative of the Contracting Officer

The Contracting Officer will appoint by letter an Authorized Representative of the Contracting Officer (AR/CO), who will have the responsibility of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the Letter of Appointment or the contract.

Article 16: Definitions

The term "Contracting Officer," as used in this contract, means the BBG official who executes this contract on behalf of the BBG, and his or her successors in this office. The Contracting Officer is the only person who may make commitments on behalf of the BBG or perform any formal act on behalf of, or in the name of, the BBG with regard to modification of this contract.

The term "Authorized Representative of the Contracting Officer" (abbreviated "AR/CO"), as used in this contract, means an official appointed by the Contracting Officer, in writing, to act on his or her behalf on any matter related to RTD's performance under this contract.

Article 17: Examination of Records

The RTD agrees that the International Broadcasting Bureau, the BBG, the Comptroller General of the United States, and any of their duly authorized representatives shall have access to and the right to examine, together with auditors from RTD, any directly pertinent books, documents, papers and records of RTD involving transactions related to this Agreement for a period lasting three (3) years after final payment under this Agreement or until any dispute or issue relating to the interpretation of this Agreement is resolved. This Article shall survive the termination or expiration of this Agreement and any extensions hereof.

Article 18: Authentic Text

The English version of this Agreement shall be the authentic text, and any dispute or disagreement between the Parties shall be settled in accordance therewith.

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

DONE at Djibouti, in duplicate, this 16 day of JANUARY, 2003, in the English language.

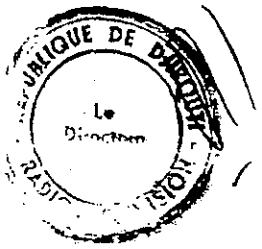
For the Broadcasting Board of Governors:

James Sullivan
Contracting Officer 2/25/03
Office of Contracts (M/CON)
BBG International Broadcasting Bureau (IBB)

For the Office de la Radiodiffusion Télévision de Djibouti:

Abdi Atteyeh Abdi
Director General

le 16.01.03



Attachment A

To the Agreement between the Broadcasting Board of Governors and RTD for the establishment of U.S. radio transmitting facilities in Djibouti; the below text of Attachment A is an integral part of this Agreement.

Programming

Programming will be identified by monthly programming schedules.

Attachment B

To the Agreement between the Broadcasting Board of Governors and RTD for the establishment of U.S. radio transmitting facilities in Djibouti; the below text of Attachment B is an integral part of this Agreement.

Voice of America Charter

1.) VOA will serve as a consistently reliable and authoritative source of news. VOA news will be accurate, objective, and comprehensive.

2.) VOA will represent America, not any single segment of American society, and will therefore present a balanced and comprehensive projection of significant American thought and institutions.

3.) VOA will present the policies of the United States clearly and effectively, and will also present responsible discussions and opinion on these policies.

(Public Law 94-350)

1.) La VOA s'imposera comme une source d'information constamment sûre dont les nouvelles feront autorité. Celles-ci-seront précises, objectives et complètes.

2.) La VOA sera représentative de l'Amérique dans son ensemble, et non d'une couch particulière de la société américaine. Elle présentera donc un panorma équilbré et complet des courants de pensées et des institutions américaines.

3.) La VOA présentera de façon claire et nette la politique des Estats-Unis. La VOA diffusera aussi des discussions et des opinions valables concernant les divers aspects de cette polititque.

Attachment C

To the Agreement between the Broadcasting Board of Governors and RTD for the establishment of U.S. radio transmitting facilities in Djibouti; the below text of Attachment C is an integral part of this Agreement.

BBG REQUIREMENTS IN A PROGRAM LOSS SITUATION

A. In the event RTD fails to receive the BBG programs or any portion(s) thereof for whatever reason(s) on its system, or if there is a loss of broadcast service for any reason, RTD shall promptly notify the BBG, by telephone and/or facsimile note and/or E-mail message, of such facts and estimate the time to rectify the problem(s). The primary Point-of-Contact (POC) for such matters is the BBG Morocco Transmitting Station Master Control located near Tangier, Morocco which can be reached by telephone at 212-3-993-2481, by facsimile at 212-3-993-5571, and/or by E-mail message at its "MC_Morocco@mor.ibb.gov "Uniform Resource Locator (URL) address. All verbal communications shall be in French, Arabic, or English. A written Trouble report is required for any program outage in excess of 15 minutes resulting from equipment failure, power outage, operator error, or any other reason. The written report shall describe the nature of the problem, start time of the problem, duration of the outage, and corrective actions taken to solve the problem.

B. If the primary satellite feed from BBG is not being received, RTD should switch to the receive only satellite system backup feed if one is available, or to a backup program CD or tape supplied by the BBG. Then in the shortest time possible, RTD shall contact the BBG Morocco Transmitting Station Master Control as indicated in paragraph B above. When the trouble is resolved, RTD shall resume broadcasting the original BBG programming from the satellite feed.

Attachment D

To the Agreement between the Broadcasting Board of Governors and RTD for the establishment of U.S. radio transmitting facilities in Djibouti; the below text of Attachment D is an integral part of this Agreement.

Government Furnished Equipment Installed by the BBG pursuant to Article 3

* One 5-kW FM transmitter for the Arta site and one 1-kW transmitter for the Djibouti site with stereo exciters
* One 4-kVA Automatic Voltage Regulator for the Djibouti site and one 15-kVA Automatic Voltage Regulator for the Arta site.
* Two 2-dipole antenna systems with accessories and cables
* Two audio processors
* Two 3.4-m parabolic dish antennas with mount
* Four Scientific Atlanta digital receivers
* Two audio control systems with rack
* Lightning protection and insulated electric cabling.

Attachment E

To the Agreement between the Broadcasting Board of Governors and RTD for the establishment of U.S. radio transmitting facilities in Djibouti; the below text of Attachment E is an integral part of this Agreement.

Billing Reductions Due To Lost Broadcast Time

The operations fee to be paid to the RTD shall be proportionally reduced for failure to rebroadcast the BBG provided programs according to the following formula:

1. The RTD shall maintain accurate records reflecting the broadcast times of the BBG-provided programs on a daily basis.

2. For calculating broadcast time lost by any transmitter:

a) daily broadcast loss of less than fifteen (15) minutes shall not be computed: and

b) daily loss of time greater than fifteen (15) minutes shall be rounded off to the nearest quarter hour.

3. Following the above procedure, the monthly loss of broadcast time shall be calculated at the rate of $ 5.00 U.S.D. per hour per transmitter for the monthly billing adjustment due to broadcast time lost by the RTD.

4. Any loss of program due to satellite systems failure and/or caused by the BBG or its equipment shall not be counted as broadcast time lost by a transmitter.

Attachment F

FOREIGN VENDOR PAYMENT FORM

Section 1 AGENCY INFORMATION

FEDERAL PROGRAM AGENCY: BBG (International Broadcasting Bureau)

AGENCY IDENTIFIER	AGENCY LOCATION CODE (ALC):	ACH FORMAT:
BBG	95-68-0001	[X] CCD + [ ] CTX [ ] CTP

ADDRESS: 330 Independence Avenue, SW Room 1269 (Accounting Office), COHEN BUILDING

Washington, DC 20237

CONTACT PERSON NAME: Mr. John Bowen, Engineering Resource Directorate,E/R

TELEPHONE NUMBER: (202) 619-1553

ADDITIONAL INFORMATION: Room 4072, Cohen Building, 330 Independence Avenue (SW), Washington, DC 20237 U.S.A.

Section 2 VENDOR INFORMATION

NAME: RTD - The Office de la Radiodiffusion Television de Djibouti

ADDRESS: BP 97, Djibouti

PAYMENT CONTACT PERSON:

TELEPHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

Section 3 FOREIGN BANK INFORMATION

NAME OF VENDOR'S FINANCIAL INSTITUTION: Banque Nationale pour le Commerce et l'Industrie Mer Rouge (Red Sea National Bank for Trade and Industry)

ADDRESS

BRANCH NAME AND/OR NUMBER:

SWIFT CODE:

SORT CODE (UK BANKS ONLY):

BIZ CODE (GERMAN BANKS ONLY):

ACCOUNT NUMBER: 570-591-001-30-08

NAME ON ACCOUNT: Radiodiffusion Television de Djibouti

Section 4 US CORRESPONDENT BANK

NAME OF FINANCIAL INSTITUTION IN THE US:

ADDRESS:

CORRESPONDENT BANK ACCOUNT NUMBER:

NINE-DIGIT ROUTING TRANSIT NUMBER: OF CORRESPONDENT BANK IN U.S.: __ __ __ __ __ __ __ __ __

I hereby certify all information provided above to be true and correct.

Signature and date of authorized person

FORM #CF01

This form is to provide the International Broadcasting Bureau complete instruction for providing electronic funds payment as required.

(CONTINUED ON REVERSE SIDE OF THIS FORM)

Section 1 - Please provide name of vendor, address, payment contact person, and means to communicate with payment contact person.

Section 2 - Please provide name of bank where vendor's account is held, address(including city and country), and related banking data needed to receive electronic funds payment

SWIFT = Societ of Worldwide Interbank Financial Telecommunications

Section 3- The US Correspondent Bank is the financial located in the US that accepts payments for your bank on their behalf and passes it on for credit overseas. Your bank should easily be able to provide you this information.

If you have any questions on this form please contact Mr. Berel Dorfman in the US on (202)260-3767 fax number(202)619-2778 or by e-mail:Bdorfman@IBB.GOV

Projet de convention entre le Gouvernement des États-Unis d'Amérique et le Gouvernement de la République de Djibouti concernant l'installation de stations de radiotransmission américaines à Djibouti

Convention
entre le Gouvernement des États-Unis d'Amérique et le Gouvernement de la République de Djibouti concernant l'installation de stations de radiotransmission américaines à Djibouti

Le Gouvernement des États-Unis d'Amérique (ci-après dénommé les "États-Unis") et le Gouvernement de la République de Djibouti (ci-après dénommé "Djibouti"):

- Souhaitant développer leur intérêt commun à approfondir la compréhension et la coopération internationales, ainsi que l'échange et la diffusion de l'information au moyen des technologies de la communication;

- Ayant exprimé leur volonté de coopérer en vue de faciliter l'implantation, sur le territoire djiboutien, de stations de radiotransmission permettant la diffusion de programmes radiophoniques en ondes moyennes (OM) et en modulation de fréquence (MF), financés par le gouvernement des États-Unis; et

- Reconnaissant que la création de telles stations nécessite la conclusion d'une convention entre les deux parties pouvant s'accompagner en tant que de besoin d'annexes techniques sur les différents volets de cette coopération;

ont convenu ce qui suit:

ARTICLE I

Conformément aux modalités de la présente Convention, Djibouti accorde aux États-Unis le droit de procéder à la construction, l'exploitation et la maintenance de stations de radiotransmission destinées à transmettre des programmes radiophoniques financés par le Gouvernement des États-Unis.

ARTICLE II

Conformément à la demande des États-Unis, les facilités techniques des stations de radiotransmission sont composées des éléments suivants:

a) Un émetteur en ondes moyennes (OM) de 600 kilowatts, accompagné des équipements de transmission annexes, y compris un réseau de pylônes pour les antennes et tous autres bâtiments et installations qui peuvent s'avérer nécessaires à l'installation et à l'exploitation d'une station de radiotransmission;

b) Un émetteur à modulation de fréquence (MF) d'un kilowatt et un émetteur à modulation de fréquence (MF) de cinq kilowatts, accompagnés de l'équipement de transmission annexe; et

c) Une infrastructure de télécommunications destinée à appuyer les besoins des stations de radiotransmission y compris, mais sans s'y limiter, une station terrienne d'émission/réception par satellites.

La liste et les caractéristiques techniques de ces équipements figurent à l'annexe No 1.

ARTICLE III

Toute extension de ces stations de radiotransmission nécessite l'accord officiel de Djibouti, requis préalablement par les États-Unis.

Dans ce cas, les parties se rencontrent afin d'examiner les mesures à prendre et les modifications à apporter, le cas échéant, à la présente Convention; elles doivent convenir de telles modifications par écrit.

ARTICLE IV

Conformément à ses législations et réglementations nationales, Djibouti octroie aux États-Unis, dans un délai de trente jours à compter de l'entrée en vigueur de la présente Convention:

a) une licence d'exploitation audiovisuelle dont l'octroi dépend du respect des modalités et conditions définies dans la présente Convention, et notamment du versement des contreparties financières fixées par l'article XX de la présente Convention; et

b) l'affectation et le droit exclusif d'utilisation des fréquences suivantes:

1) pour la diffusion en ondes moyennes (OM): sur 1431 kHz;

2) pour la diffusion en modulation de fréquence (MF): sur 100.8 MHz et 102.0 MHz; et

3) pour la station terrienne de liaison par satellite:
fréquence émission: 6262-6298 MHz;

fréquence réception: 4037-4073 MHz; et
via le transpondeur du satellite: New Skies IOR: 85/85 global dont les coordonnées sont 57 degrés Est.

ARTICLE V

A la demande des États-Unis, Djibouti prend toutes les mesures nécessaires pour enregistrer et maintenir l'enregistrement des fréquences auprès de l'Union internationale des télécommunications et autres entités pertinentes, au nom du Gouvernement des États-Unis.

ARTICLE VI

a) Les États-Unis veillent à s'assurer que les émissions diffusées par ces stations de radiotransmission ne produisent aucune interférence qui gêne toute émission régulière nationale ou des pays de la région;

b) Djibouti prend les mesures pertinentes afin d'assurer que toute convention conclue ultérieurement ne cause aucune interférence avec la fréquence de 1431 kHz attribuée aux États-Unis au titre de la présente Convention;

c) Les États-Unis et Djibouti conviennent de contester en commun, au niveau voulu, notamment auprès des autorités de réglementation des télécommunications internationales, toute interférence préjudiciable intentionnelle avec la fréquence de 1431 kHz causée par toute entité ou personne, ou tout État, connu ou inconnu.

ARTICLE VII

L'émetteur en ondes moyennes (OM) est destiné à retransmettre des programmes radiophoniques en arabe et autres langues appropriées, financés par le Gouvernement des États-Unis, à un auditoire d'Afrique orientale et de la Péninsule arabique.

L'émetteur en modulation de fréquence (MF) d'un kilowatt situé dans la ville de Djibouti est destiné à fonctionner sur la fréquence 100.8 MHz et à retransmettre des programmes, en langues anglaise et française, financés par le Gouvernement des États-Unis, à un auditoire djiboutien.

L'émetteur en MF de cinq kilowatts situé à Arta est destiné à fonctionner sur la fréquence 102.0 MHz et à retransmettre des programmes radiophoniques en arabe, financés par le Gouvernement des États-Unis, à un auditoire djiboutien.

ARTICLE VIII

Les États-Unis sont seuls responsables de la teneur des programmes, financés par leur Gouvernement, retransmis par ces stations.

Les États-Unis font de leur mieux pour éviter de diffuser à partir de ces stations des programmes nuisant aux intérêts nationaux de Djibouti.

ARTICLE IX

Afin de veiller à assurer le respect de la souveraineté de Djibouti concernant la régulation des télécommunications à l'intérieur de ses frontières nationales, les États-Unis ne sont pas autorisés à utiliser ces stations à des fins d'échanges ou de locations d'heures de diffusion à tout autre pays sans approbation préalable écrite de Djibouti.

ARTICLE X

Les États-Unis sont et demeurent propriétaires des fournitures, matériels, équipements et pièces détachées qu'ils ont introduits ou acquis à Djibouti pour ces stations. Ils ont le droit d'exporter à tout moment tout ou partie de l'équipement retiré des installations. Le présent article reste valide en cas de résiliation ou d'expiration de la Convention.

A l'expiration ou à la résiliation de la Convention, les deux Parties peuvent entamer des négociations en vue de permettre à Djibouti d'acheter tout ou partie des stations dont les États-Unis sont propriétaires.

ARTICLE XI

L'exploitation et la maintenance de la station de radiotransmission à ondes moyennes sont assurées par la *Radio-Télévision de Djibouti* (ci-après désignée la « RTD »), selon les modalités et conditions convenues par l'U.S. Broadcasting Board of Governors et la RTD, et qui figureront par la suite à l'Annexe No 2. Au cas où la RTD serait dans l'impossibilité de respecter ces modalités et conditions, les États-Unis se réservent le droit de procéder directement à cette exploitation et à cette maintenance, ou d'engager à ces fins les services d'un tiers compétent.

ARTICLE XII

Les fournitures, matériels, équipements et pièces détachées introduits ou acquis à Djibouti par les États-Unis, nécessaires à la construction, à l'implantation, à l'exploitation et à la maintenance de ces stations, ou exportés de Djibouti conformément à la présente Convention, bénéficient d'une exonération totale de tout impôt sur la propriété ou l'usage de biens, ainsi que de tous autres tarifs, taxes d'import-export, droits de douanes, taxes à la valeur ajoutée ou tous autres impôts ou charges. Le présent article reste valide en cas de résiliation ou d'expiration de la présente Convention.

ARTICLE XIII

Djibouti fournit aux États-Unis le terrain nécessaire à l'installation de la station de radiotransmission à ondes moyennes et leur accorde le titre de propriété dudit terrain. Les États-Unis ont les droits exclusifs d'usage et d'occupation dudit terrain.

Djibouti confère et accorde aux États-Unis toutes les servitudes et droits d'usage nécessaires pour viabiliser le terrain et assurer à tout moment un accès satisfaisant aux installations.

Djibouti inspecte à ses propres frais ledit terrain, et en retire et élimine toute artillerie, comme les munitions, les obus, les mines terrestres, grenades ou autres engins dangereux ou explosifs qui y sont trouvés avant qu'il soit occupé par les États-Unis.

En cas de résiliation ou d'expiration de la Convention, le titre de propriété revient à Djibouti. Le terrain est restitué dans le même état qu'il a été transmis aux États-Unis, à moins qu'il y ait transfert de biens à Djibouti dans les conditions prévues à l'article X.

D'un commun accord, ce terrain, qui doit mesurer au moins 400 mètres sur 500, sera situé dans la région du PK 12 sur la route reliant la capitale, Djibouti, au village d'Arta.

ARTICLE XIV

Djibouti autorise les États-Unis à implanter leurs infrastructures en modulation de fréquence (MF) dans les différents centres émetteurs de la RTD situés à Arta et dans la ville de Djibouti.

L'exploitation et la maintenance de la station de radiotransmission en MF sont assurées par la RTD, selon les modalités et conditions convenues par l'U.S. Broadcasting Board of Governors et la RTD, et qui figureront par la suite à l'Annexe No 3 de la présente Convention. Au cas où la RTD serait dans l'impossibilité de respecter ces modalités et conditions, les États-Unis se réservent le droit de procéder directement à cette exploitation et à cette maintenance, ou d'engager à ces fins les services d'un tiers compétent.

ARTICLE XV

Djibouti assure l'approvisionnement des stations en modulation de fréquence et en ondes moyennes en énergie électrique, par la compagnie nationale d'électricité (*Électricité de Djibouti*), aux taux les plus bas consentis aux usagers commerciaux et industriels.

Les États-Unis sont aussi autorisés à installer sur place, si besoin est et à leurs frais, une centrale de secours pour la production de l'énergie nécessaire à l'exploitation de la station OM.

ARTICLE XVI

Les États-Unis peuvent désigner un seul représentant américain officiel en vue d'administrer les stations. L'affectation de tout autre officiel américain est soumise au consentement préalable de Djibouti par écrit.

Djibouti considère que tout officiel de cette sorte qui est un ressortissant américain appartient à l'ambassade des États-Unis d'Amérique à Djibouti et lui accorde (ou leur accorde) ainsi qu'aux membres de sa ou de leur famille résidant chez lui/eux, les mêmes privilèges et immunités qu'au personnel administratif et technique de l'ambassade des États-Unis.

ARTICLE XVII

Djibouti accorde aux États-Unis le droit d'engager des ressortissants américains ou d'un pays tiers pour remplir certains postes dans les stations s'il n'existe pas de personnel qualifié à Djibouti. Djibouti délivre à ce personnel étranger toutes les autorisations nécessaires lui permettant de séjourner et de travailler à Djibouti.

Les agents employés dans les stations, à l'exception des ressortissants américains et résidents permanents des États-Unis, sont soumis aux divers impôts et taxes normalement prélevés sur les salaires et bénéficient des mêmes privilèges accordés par les organes nationaux de sécurité sociale, conformément au Code du travail et aux règlements en vigueur en République de Djibouti.

ARTICLE XVIII

Si, au cours de la mise en œuvre de la présente Convention, les États-Unis acquièrent des articles, matériels, fournitures ou services destinés aux stations, ils doivent autoriser les entreprises djiboutiennes, ou les entreprises habilitées à travailler à Djibouti, à entrer en concurrence, pour ces marchés et cette sous-traitance, sur un même pied d'égalité avec toutes les autres entreprises nationales ou étrangères, et ce dans toute la mesure possible selon les législations et réglementations des États-Unis.

ARTICLE XIX

Les travaux d'implantation des stations de radiotransmission démarrent dès la signature de la présente Convention d'établissement.

ARTICLE XX

En contrepartie des services, droits et privilèges offerts par Djibouti (notamment, sans s'y limiter, le droit et le privilège de diffuser à partir du territoire djiboutien, l'octroi de la licence d'exploitation audiovisuelle et des fréquences, et les exonérations fiscales), ainsi que la concession du terrain de 200 000 mètres carrés mentionné à l'article XIII, les États-Unis s'engagent:

a) à réhabiliter, au profit de la RTD, le centre émetteur de Doraleh, en remplaçant l'actuel émetteur en ondes courtes (OC) par un émetteur OC de 50 kilowatts, et les deux émetteurs en ondes moyennes (OM), par deux émetteurs de 40 kilowatts chacun, en effectuant les rénovations nécessaires du bâtiment comme de l'équipement de transmission. Cette rubrique comprend également l'assistance technique ainsi que la formation du personnel de la RTD. Les modalités techniques de cette rénovation figurent à l'annexe No 1. Les montants versés par les États-Unis au titre du présent paragraphe ne pourront en aucun cas dépasser 1 200 000 dollars des États-Unis; et

b) à verser une redevance annuelle forfaitaire de 150 000 dollars EU pendant les dix premières années. Le versement initial de la redevance de licence sera effectué à la date de la première diffusion opérationnelle de la station en ondes moyennes, sur la base d'un montant annuel proportionnel; chaque versement ultérieur sera effectué au 30 juin de chaque année.

La mise en œuvre des obligations des États-Unis aux termes de la présente Convention dépend de la concession aux États-Unis, par Djibouti, du terrain de 200 000 mètres carrés pour la durée de la présente Convention et toute prorogation de celle-ci, sans toutefois dépasser la durée de quarante ans.

Les obligations contractées par les États-Unis aux termes de la présente Convention dépendent de la disponibilité des fonds.

ARTICLE XXI

La présente Convention entre en vigueur à la signature et le reste pour une période initiale de dix ans à compter de la date de la première diffusion opérationnelle de la station à ondes moyennes. Les États-Unis notifient promptement Djibouti par écrit de la date de cette diffusion.

Sur notification préalable donnée par écrit par les États-Unis au moins un an avant la fin de la période initiale de dix ans, la Convention peut être prorogée pour une nouvelle période de dix ans et plusieurs fois selon les mêmes modalités et conditions, mais sa durée totale ne doit pas dépasser quarante ans. Ces prorogations sont soumises aux mêmes modalités et conditions que celles régissant la présente Convention.

La présente Convention peut être résiliée par l'une ou l'autre partie par notification donnée par écrit au moins un an à l'avance par les voies diplomatiques.

La présente Convention peut être modifiée par convention écrite des Parties.

Les Annexes font partie intégrante de la présente Convention.

ARTICLE XXII

La présente Convention est régie, analysée et interprétée conformément au droit international.

En cas de désaccord concernant son interprétation ou son exécution, les Parties s'efforcent de régler leur différend à l'amiable et par la négociation. Les différends concernant l'interprétation ou la mise en œuvre de la présente Convention qui ne peuvent être résolus par voie de négociations sont soumis au Directeur de l'International Broadcasting Bureau ou à son délégué, et au Ministre de la Communication et de la Culture, chargé des Postes et Télécommunications du Gouvernement de Djibouti, ou à son délégué, pour décision en dernier ressort. Au cas où le différend ne peut être résolu par lesdits Directeur et Ministre, les Parties peuvent alors convenir de le soumettre à arbitrage.

EN FOI DE QUOI, les soussignés, dûment habilités par leur gouvernement respectif, ont signé la présente Convention.

Fait à Djibouti, en double exemplaire, en ce 18 jour du mois de Juin 2002, en langues française et anglaise, les deux textes faisant également foi.

POUR LE GOUVERNEMENT
DES ÉTATS-UNIS D'AMÉRIQUE:

AMBASSADEUR DES ETATS-UNIS
D'AMERIQUE A DJIBOUTI

POUR LE GOUVERNEMENT DE LA
RÉPUBLIQUE DE DJIBOUTI:

MINISTRE DE LA COMMUNICATION
ET DE LA CULTURE, CHARGE DES
POSTES ET TELECOMMUNICATIONS