

No. 77

Wellington, September 3, 1969

Excellency:

I have the honor to refer to recent discussions between representatives of our two Governments concerning a reciprocal arrangement under which, in certain circumstances, either of our respective armed forces would advance funds to units or personnel of the other for their temporary support. On the basis of those discussions, I am authorized to propose an Agreement in the following terms:

(1) When units or personnel of either the New Zealand or United States armed forces find themselves separated from their parent units and without adequate financial support, but in contact with the armed forces of the other State, cashiers, disbursing officers or an individual member of the separated force may request funds from the appropriate area commander of the armed forces

The Right Honorable

Keith J. Holyoake, C.H., M.P.

Minister of External Affairs

Wellington

forces of the other State, or his designated representative, for the purpose of disbursing pay and allowances or purchasing necessary supplies and services.

(2) The responsible authorities of the State receiving such a request, after satisfying themselves that adequate resources and services are available to them and that the financial resources or services of the requesting force are unavailable or inadequate, will honor such request. Requests will be approved on a case-by-case basis. Where circumstances permit, the eligibility of the requesting force or individual to receive funds in the sum requested will be verified. The absence of such verification will not affect the obligation to effect reimbursement under para (5) below.

(3) The funds may be advanced in either New Zealand or United States currency, or the currency of the area in which the forces may be located, or in any other available currency acceptable to the receiving force.

(4) The cashier, the disbursing officer, or the personnel of the force who receive funds pursuant to this Agreement will provide a receipt for the funds

advanced.

advanced. Such receipt shall be substantially in the form prescribed in the Annex to this Agreement.

(5) The authorities of the force advancing the funds will be reimbursed upon presentation of the receipt to the designated settlement officer of the other State. Normally, reimbursement will be made in the currency which was advanced; however, where mutually acceptable, reimbursement may be made in another currency. In any case, reimbursement will be made at a rate of exchange which is not less favorable to the advancing State than that which existed at the time of the advance. Whenever possible, settlement of accounts shall be made within 30 days of the advance.

(6) This agreement shall continue in force until three months after the receipt by either State of written notice of the intention of the other to terminate it. Such termination shall not, however, derogate from the due performance of any obligations incurred under this Agreement and outstanding at the time of termination of the Agreement.

If the foregoing is acceptable to your Government, I have the honor to propose that this note and your reply to that effect shall constitute an Agreement between our two Governments which will enter into force on the date of your reply.

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

John V. Henning

ANNEX

RECEIPT

(Date)

In accordance with the provisions of paragraph (4) of the Agreement Between the United States of America and New Zealand for the Reciprocal Advance of Funds for the Temporary Support of Personnel of Their Armed Forces, signed at Wellington on September 3, 1969, the undersigned hereby acknowledges receiving

(amount and type of currency)

this date from _____

(Name)

(Rank)

_____ for (purpose):
(Organization)

The official rate of exchange for the currency advance is \$ _____ to _____.

(Name)

(Rank)

(Serial No.)

(Title)

(Organization)

(Country)

copy for B 1969/4.

[Copy of PM's reply
to Note from
US Ambassador.]

3 September 1969.

Excellency,

I have the honour to acknowledge the receipt of your note of today's date, together with the Annex attached thereto, the texts of which read as follows:

"I have the honor to refer to recent discussions between representatives of our two Governments concerning a reciprocal arrangement under which, in certain circumstances, either of our respective armed forces would advance funds to units or personnel of the other for their temporary support. On the basis of those discussions, I am authorized to propose an Agreement in the following terms:

(1) When units or personnel of either the New Zealand or United States armed forces find themselves separated from their parent units and without adequate financial support, but in contact with the armed forces of the other State, cashiers, disbursing officers or an individual member of the separated force may request funds from the appropriate area commander of the armed forces of the other State, or his designated representative, for the purpose of disbursing pay and allowances or purchasing necessary supplies and services.

(2) The responsible authorities of the State

/receiving

His Excellency,

Mr John F. Henning,

Ambassador of the United States of America,

WELLINGTON.

receiving such a request, after satisfying themselves that adequate resources and services are available to them and that the financial resources or services of the requesting force are unavailable or inadequate, will honor such request. Requests will be approved on a case-by-case basis. Where circumstances permit, the eligibility of the requesting force or individual to receive funds in the sum requested will be verified. The absence of such verification will not affect the obligation to effect reimbursement under para (5) below.

(3) The funds may be advanced in either New Zealand or United States currency, or the currency of the area in which the forces may be located, or in any other available currency acceptable to the receiving force.

(4) The cashier, the disbursing officer, or the personnel of the force who receive funds pursuant to this Agreement will provide a receipt for the funds advanced. Such receipt shall be substantially in the form prescribed in the Annex to this Agreement.

(5) The authorities of the force advancing the funds will be reimbursed upon presentation of the receipt to the designated settlement officer of the other State. Normally, reimbursement will be made in the currency which was advanced; however, where mutually acceptable, reimbursement may be made in another currency. In any case, reimbursement will be made at a rate of exchange which is not less favorable to the advancing State than that which existed at the time of the advance. Whenever possible, settlement of accounts shall be made within 30 days of the advance

(6) This Agreement shall continue in force until three months after the receipt by either State of written notice of the intention of the other to terminate it. Such termination shall not, however, derogate from the due performance of any obligations incurred under this Agreement and outstanding at the time of termination of the Agreement.

If the foregoing is acceptable to your Government, I have the honor to propose that this note and your reply to that effect shall constitute an Agreement between our two Governments which will enter into force on the date of your reply.

ANNEX

RECEIPT

(Date)

In accordance with the provisions of paragraph (4) of the Agreement Between the United States of America and New Zealand for the Reciprocal Advance of Funds for the Temporary Support of Personnel of Their Armed Forces, signed at Wellington on September 3 1969, the undersigned hereby acknowledges receiving _____

(amount and

_____ this date from
type of currency)

(Name)

(Rank)

_____ for (purpose):
(Organization)

The official rate of exchange for the currency advances is \$ _____ to _____.

(Name) (Rank) (Serial No.)

(Title) (Organization) (Country)"

I have the honour to inform you that the proposals contained in your note (and Annex attached thereto) are acceptable to the Government of New Zealand, which regards your note and my present reply as constituting an Agreement between our two Governments, to enter into force on today's date.

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

"Keith Holyoake".