

CENIV

EMBAJADA DEL ECUADOR  
WASHINGTON, D.C.

No. 4-2-73/93

The Embassy of Ecuador refers the Department of State regarding its proposal to amend the Agreement on Investment Guarantees between Ecuador and the United States of America effected by an exchange of notes signed at Washington D.C. on March 28 and 29, 1955, to its related agreement effected by an exchange of notes signed at Quito on September 4, 1963, and to its complementary implementing provisions agreed upon through an exchange of notes signed at Quito on November 28, 1984.

The Embassy of Ecuador in accordance with the procedure proposed by the State Department agrees that this reply constitutes its acceptance to the amendments on the Agreement on Investments Guarantees and its complementary implementing provisions, therefore it shall enter into force.

The Embassy of Ecuador avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration.

Washington, JUL 9 1993

A handwritten signature consisting of the letters "D" and "W" connected vertically, with a horizontal line extending from the "W".

TO THE DEPARTMENT OF STATE  
Washington D.C.

The Department of State refers the Embassy of Ecuador to the Agreement on Investment Guarantees between the United States of America and Ecuador effected by an exchange of notes signed at Washington, D.C. on March 28 and 29, 1955, to its related agreement effected by an exchange of notes signed at Quito on September 4, 1963, and to its complementary implementing provisions agreed upon through an exchange of notes signed at Quito on November 28, 1984. The Department of State refers also to conversations which have recently taken place between representatives of our two Governments relating to the more efficient operation of the investment guaranty programs now administered by Overseas Private Investment Corporation ("OPIC") and to negotiations relating to a possible Treaty between the United States of America and Ecuador Concerning the Encouragement and Reciprocal Protection of Investment.

In that connection, the Department of State proposes the following amendments to the Agreement on Investment Guarantees and its complementary implementing provisions:

1. The procedure for consultation between the two Governments with respect to projects and guarantees and

approval of projects by the Government of Ecuador that is referred to in the first paragraph of the Agreement on Investment Guaranties and Article 2 of the complementary implementing provisions set forth in the notes dated November 18, 1984, is eliminated.

2. Article 6(b) of the complementary implementing provisions set forth in the notes dated November 28, 1984 is deleted, and Article 6(c) is redesignated "6(b)."

3. The first sentence of Article 7(b) of the complementary implementing provisions set forth in the notes dated November 28, 1984, is deleted.

If the foregoing proposal is acceptable to the Government of Ecuador, the Department of State further proposes that this note and the Embassy's note in reply shall constitute an amendment to the Agreement on Investment Guaranties between our Governments and its complementary implementing provisions, which shall enter into force on the date of the Embassy's note in reply.

Department of State,

Washington,

July 9, 1993



**INVESTMENT GUARANTIES**

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

**Relating to the Agreement of March 28  
and 29, 1955**

**Effectuated by Exchange of Notes  
Signed at Quito September 4, 1963**



# **ECUADOR**

## **Investment Guaranties**

*Agreement relating to the agreement of March 28 and  
29, 1955.*

### *Effected by exchange of notes*

*Signed at Quito September 4, 1963;*

*Entered into force September 4, 1963.*

*The American Ambassador to the Ecuadorean Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Quito, September 4, 1963*

1

*Quito, September 4, 1963*

EXCELLENCY:

I have the honor to refer to the agreement effected by the exchange of notes of March 28 and 29, 1955 [<sup>1</sup>] between our two Governments relating to investment guaranties which may be issued by the Government of the United States of America for investments in activities in Ecuador. After the exchange of these notes, legislation was enacted in the United States of America modifying and augmenting the coverage to be provided investors by investment guaranties that may be issued by the Government of the United States of America.

In the interest of facilitating and increasing the participation of private enterprise in furthering the economic development of Ecuador, the Government of the United States of America is prepared to issue investment guarantees providing such coverage as may be authorized by the applicable United States legislation for appropriate investments in activities approved by Your Excellency's Government provided that the Government of Ecuador agrees that the undertakings between our respective Governments contained in the above-mentioned agreement will be applicable to such guaranties.

Upon receipt of a note from Your Excellency indicating that the foregoing is acceptable to the Government of Ecuador and that the above-mentioned undertakings will apply, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

<sup>1</sup> TIAS 3230; 6 UST 843.

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

MAURICE M. BERNBAUM

His Excellency

Doctor NEFTALI PONCE MIRANDA,  
Minister of Foreign Affairs,  
Quito.

*The Ecuadorean Minister of Foreign Affairs to the American Ambassador*

REPUBLICA DEL ECUADOR  
MINISTERIO DE RELACIONES EXTERIORES

No. 107-DCL-CE

QUITO, a 4 de Septiembre de 1.963.

SEÑOR EMBAJADOR:

Tengo a honra referirme a la atenta nota de Vuestra Excelencia número 100, de 4 del presente mes, relativa al Acuerdo concluído mediante intercambio de notas de 28 y 29 de marzo de 1.955 entre nuestros dos Gobiernos, acerca de las garantías de inversión que podrían ser otorgadas por el Gobierno de los Estados Unidos de América para inversiones que se efectúen en el Ecuador; y en la cual me indica, además, que luego del aludido intercambio de notas se han expedido en los Estados Unidos de América nuevas leyes que modifican y aumentan la protección concedida a los inversionistas a través de garantías de inversión que podrían ser emitidas por el Ilustrado Gobierno de Vuestra Excelencia.

2. Como en la mencionada nota señala también Vuestra Excelencia que con el propósito de facilitar e incrementar la participación de la empresa privada para el fomento del desarrollo económico del Ecuador, el Gobierno de los Estados Unidos de América se halla dispuesto a otorgar garantías de inversión en la medida en que éstas puedan ser autorizadas por la legislación pertinente de los Estados Unidos de América para inversiones en actividades aprobadas por el Ecuador, mi Gobierno conviene en que los compromisos entre nuestros respectivos Gobiernos, contenidos en el Acuerdo de 1.955, sean aplicables a tales garantías.

3. El Gobierno del Ecuador considera que la nota de Vuestra Excelencia y esta contestación constituyen un acuerdo entre los dos Gobiernos sobre este asunto, el mismo que entrará en vigencia a partir de la presente fecha.

Válgame de esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Dr. N. PONCE

Neftalí Ponce Miranda,  
Ministro de Relaciones Exteriores.

A Su Excelencia el Señor Don MAURICE M. BERNBAUM,  
*Embajador Extraordinario y Plenipotenciario  
 de los Estados Unidos de América.*

*Translation*

REPUBLIC OF ECUADOR  
 MINISTRY OF FOREIGN AFFAIRS

No. 107-DCL-CE

QUITO, September 4, 1963

**MR. AMBASSADOR:**

I have the honor to refer to Your Excellency's note No. 100 of the 4th of this month concerning the Agreement concluded by an exchange of notes of March 28 and 29, 1955 between our two Governments relating to investment guaranties which might be granted by the Government of the United States of America for investments made in Ecuador, in which you further inform me that, after the aforesaid exchange of notes, new legislation was enacted in the United States of America modifying and augmenting the coverage provided investors through investment guaranties that might be issued by Your Excellency's Government.

2. Since in the aforesaid note Your Excellency also calls attention to the fact that, in the interest of facilitating and increasing the participation of private enterprise in furthering the economic development of Ecuador, the Government of the United States of America is prepared to grant investment guaranties to the extent that they may be authorized by applicable legislation of the United States of America for investments in activities approved by Ecuador, my Government agrees that the undertakings between our respective Governments contained in the Agreement of 1955 will be applicable to such guaranties.

3. The Government of Ecuador considers that Your Excellency's note and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on this date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

Dr. N. PONCE

Neftalí Ponce Miranda  
*Minister of Foreign Affairs*

His Excellency MAURICE M. BERNBAUM,  
*Ambassador Extraordinary and Plenipotentiary  
 of the United States of America.*

EMBASSY OF THE  
UNITED STATES OF AMERICA

Quito, Ecuador  
November 28, 1984

No. 62

Dear Mr. Minister:

I have the honor to refer to the Agreement on Investment Guaranties between the Governments of the United States of America and Ecuador effected by the exchange of notes signed in Washington, D.C., on March 28 and 29, 1955, and to the Agreement on Investment Guaranties between our two Governments effected by the exchange of notes signed in Quito on September 4, 1963. I refer also to conversations which have recently taken place between representatives of our two Governments relating to economic activities in Ecuador which promote the development of the economic resources and productive capacities of Ecuador and to guaranties of such activities backed in whole or in part by the credit or public monies of the United States of America, administered either directly by the Overseas Private Investment Corporation ("OPIC"), an instrumentality of the United States Government, or pursuant to arrangements between such instrumentality and commercial insurance or reinsurance companies.

As a result of these conversations, I have the honor to confirm understandings reached in the following terms:

ARTICLE ONE

As used herein, the term "Coverage" shall refer to any investment insurance, reinsurance or guaranty which is issued in accordance with this exchange of notes by OPIC or any successor entity. The term "Issuer" shall refer to OPIC or any successor entity to the extent of their interest in any Coverage, whether as a party or successor to a contract providing Coverage or as an agent for the administration of Coverage.

ARTICLE TWO

The procedures set forth in this exchange of notes shall apply only with respect to Coverage relating to projects or activities registered with the Government of Ecuador or to projects with respect to which the party under Coverage seeks to enter or has entered into a contract with the Government of Ecuador or with any entity in the Ecuadorean public sector for the provision of goods or services.

ARTICLE THREE

(a) If the Issuer makes payment to any party under Coverage, the Government of Ecuador shall recognize, subject to the provisions of Article 4 hereof, the transfer to the Issuer of all currency, credits, assets or investment on account of which payment under such Coverage was made, and shall recognize as well the appointment of the natural or juridical person to whom, as fiduciary agent or holder of the Issuer in Ecuador, the Issuer has assigned any right, title, privilege, claim, or cause of action existing or which may arise in connection with said payment and which constitutes an effective right in favor of the Issuer over all currency, credits, assets, or investment on account of which payment under such Coverage was made.

(b) Neither the Issuer nor the fiduciary agent or holder acting in its name in Ecuador shall assert greater rights than those of the assigning party under Coverage with respect to any interest transferred or succeeded to under this Article.

(c) Coverage issued outside of Ecuador with respect to a project or activity within Ecuador shall be governed by the law of the place where the Coverage was issued.

(d) The Issuer shall enjoy those tax exemptions and exonerations in Ecuador granted to foreign financial institutions operating in Ecuador.

ARTICLE FOUR

To the extent that the laws of Ecuador partially or wholly invalidate or prohibit the acquisition from a covered party of any interest in any property within the territory of Ecuador by the Issuer, the Government of Ecuador shall permit such party and the Issuer to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of Ecuador.

#### ARTICLE FIVE

Amounts in the lawful currency of Ecuador transferred to the Issuer by virtue of such Coverage shall be accorded treatment by the Government of Ecuador no less favorable as to use and conversion than the treatment to which such funds would be entitled in the hands of the covered party. Such amounts in the lawful currency of Ecuador may be transferred by the Issuer to the Embassy of the United States of America in Ecuador and upon such transfer shall be freely available for use by the Embassy and other official agencies of the Government of the United States of America in Ecuador.

#### ARTICLE SIX

(a) Any dispute between the Government of the United States of America and the Government of Ecuador regarding the interpretation of the text of this exchange of notes or which, in the opinion of one of the Governments, involves a question of public international law arising out of any project or activity for which Coverage has been issued in accordance with this exchange of notes shall be resolved, insofar as possible, through direct negotiations between the two Governments. If at the end of three months following the request for negotiations, the two Governments have not resolved the dispute by agreement, the dispute, including the issue of whether such dispute presents a question of public international law, shall be submitted, at the initiative of either Government, to an arbitral tribunal for resolution in accordance with Article 7(b).

(b) Submission to such tribunal of claims derived from parties under Coverage shall be subject to the principle of prior exhaustion of appeals and administrative and judicial remedies available in Ecuador.

(c) Nothing in this exchange of notes shall limit the right of each Government to assert a claim under international law in its sovereign capacity.

#### ARTICLE SEVEN

The arbitral tribunal shall be established and function as follows:

(a) Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third state and be appointed by the two Governments. The arbitrators shall be

appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the appointments are not made within the foregoing time limits, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments.

(b) The arbitral tribunal, upon assuming jurisdiction, shall rule on any issue of the prior exhaustion of appeals and effective local administrative and judicial remedies in Ecuador. The tribunal shall base its decision on the applicable principles and rules of public international law. The tribunal shall decide by majority vote. Its decision shall be final and binding on both parties.

(c) Each of the Governments shall pay the expense of its arbitrator and of its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt regulations concerning the costs, consistent with the foregoing.

(d) In all other matters, the arbitral tribunal shall regulate its own procedures.

#### ARTICLE EIGHT

This agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to it. In such event, the provisions of the agreement with respect to Coverage issued prior to said denunciation shall remain in force for the duration of such Coverage, but in no case longer than twenty years after the date of denunciation of the Agreement.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Ecuador, the Government of the United States of America will consider that this note and your reply constitute complementary implementing provisions of the Agreement on Investment Guaranties signed on March 28 and 29, 1955 and its extension of September 4, 1963.

The present note written in the English language and the reply of Your Excellency in Spanish in like terms constituting the agreement reached between our two Governments shall be equally authentic.

I take this opportunity, Excellency, to reiterate the renewed assurances of my highest consideration.

Samuel F. Hart  
Ambassador

Republic of Ecuador  
Province of Pichincha  
City of Quito  
Embassy of the United States  
of America

I, the undersigned consular officer of the United States of America, duly commissioned and qualified, do hereby certify that the foregoing is a true and faithful copy of the original signed by Ambassador Samuel F. Hart this day exhibited to me the same having been carefully examined by me and compared with the said original and found to agree therewith word for word and figure for figure.  
IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Consular Service of The United States of America at Quito, Ecuador, this 29th day of November, 1984.

  
Sharon Woods Villarosa  
Vice Consul of the United States  
of America

REPUBLICA DEL ECUADOR  
MINISTERIO DE RELACIONES EXTERIORES

Nº 98/84-DPEB

Quito, a 28 de noviembre de 1984

Señor Embajador:

Tengo a honra dar respuesta a la atenta nota número 62, de esta fecha, mediante la cual Vuestra Excelencia se sirve referirse al Acuerdo de Garantía de Inversiones celebrado entre los Gobiernos de los Estados Unidos de América y el Ecuador, mediante canje de notas firmado en la ciudad de Washington, D.C., el 28 y 29 de marzo de 1955, y al Acuerdo de Garantías de Inversión celebrado entre los mismos Gobiernos, con relación al Acuerdo antes mencionado, mediante canje de notas firmado en la ciudad de Quito el 4 de septiembre de 1963. Vuestra Excelencia me informa que se refiere también a las conversaciones recientemente mantenidas entre representantes de nuestros dos Gobiernos en relación con las actividades económicas en el Ecuador, dedicadas a promover el desarrollo de los recursos económicos y la capacidad de producción del Ecuador, y a las garantías de dichas actividades respaldadas total o parcialmente por el crédito o fondos públicos de los Estados Unidos de América, administradas, ya sea directamente por la OVERSEAS PRIVATE INVESTMENT CORPORATION ("OPIC"), una dependencia del Gobierno de los Estados Unidos, o bien en virtud de acuerdos suscritos entre tal dependencia y compañías mercantiles de seguros o reaseguros.

Al Excelentísimo Señor  
Samuel F. Hart,  
Embajador Extraordinario y Plenipotenciario de los  
Estados Unidos de América  
Ciudad.

REPUBLICA DEL ECUADOR  
MINISTERIO DE RELACIONES EXTERIORES

- 2 -

2. Como resultado de dichas conversaciones, Vuestra Excelencia ha tenido a bien confirmar los entendimientos a los que se llegó, en los siguientes términos:

"ARTICULO PRIMERO"

Para efectos del presente canje de notas se entenderá por "Cobertura" cualquier seguro, reaseguro o garantía de inversión que emitan, conforme al presente canje de notas, OPIC o cualquier entidad sucesora de ésta. Por "Entidad Emisora" se entenderá a OPIC o cualquier entidad sucesora de ésta, en la medida en que tenga un interés en cualquier Cobertura, ya sea como una de las partes o como sucesora de un contrato que proporcione Cobertura, o bien como agente para la administración de la Cobertura.

ARTICULO SEGUNDO

Los procedimientos establecidos en el presente canje de notas se aplicarán solo respecto de la Cobertura de proyectos o actividades registradas ante el Gobierno del Ecuador o a proyectos en los cuales la parte que será amparada por la Cobertura desee celebrar o haya celebrado un contrato con el Gobierno del Ecuador o con cualquier entidad del Sector Público ecuatoriano para el suministro de bienes o servicios.

ARTICULO TERCERO

(a) Si la Entidad Emisora efectuare un pago a cualquier persona natural o jurídica amparada por la Cobertura, el Gobierno del Ecuador reconocerá, con sujeción a lo dispuesto en el Artículo Cuarto del presente canje de notas, la transferencia a la Entidad Emisora, de todos los fondos, créditos, bienes o inversiones a cuenta de los cuales se efectuare el pago conforme a dicha Cobertura; así como también reconocerá el nombramiento recaído en la persona natural o jurídica a quien como agente o tenedor fiduciario de la Entidad Emisora en el Ecuador, le hubiere sido cedido por la En

REPUBLICA DEL ECUADOR  
MINISTERIO DE RELACIONES EXTERIORES

- 3 -

tidad Emisora cualquier derecho, título, privilegio, de recho de reclamación o motivo que fundamente una demanda que exista o que pudiere surgir en relación con dicho pago y que constituya un derecho efectivo a favor de la Entidad Emisora sobre todos los fondos, créditos, bienes o inversiones a cuenta de los cuales se efectuare el pago conforme a dicha Cobertura.

(b) En lo que respecta a cualesquiera intereses transferidos o cedidos en virtud del presente Artículo, ni la Entidad Emisora, ni la persona natural o jurídica que hiciere sus veces en el Ecuador como agente o tenedor fiduciario, reclamarán mayores derechos que los acordados a la parte cessionaria amparada por la Cobertura.

(c) La emisión de Cobertura realizada fuera del Ecuador, en relación con un proyecto o actividad en el Ecuador, se regirá por la ley del lugar donde se celebre.

(d) La Entidad Emisora gozará en el Ecuador de las franquicias y exoneraciones tributarias que se concedieren a las instituciones financieras extranjeras que operaren en el Ecuador.

ARTICULO CUARTO

En la medida en que las leyes del Ecuador invaliden o prohiban, total o parcialmente, la adquisición por la Entidad Emisora de cualesquiera intereses de una parte amparada por la Cobertura sobre propiedades dentro del territorio del Ecuador, el Gobierno ecuatoriano permitirá a dicha parte y a la Entidad Emisora efectuar los arreglos necesarios para que dichos intereses sean transferidos a una entidad autorizada para poseerlos de conformidad con las leyes del Ecuador.

ARTICULO QUINTO

El Gobierno del Ecuador otorgará a las sumas en moneda de curso legal en el Ecuador que sean adquiridas por transferencia por la Entidad Emisora al amparo de tal Cobertura, un tratamiento no menos favorable, en cuanto a su uso y conversión, que el que recibió

REPUBLICA DEL ECUADOR  
MINISTERIO DE RELACIONES EXTERIORES

- 4 -

rían si estuvieran amparadas por dicha Cobertura. Tales sumas en moneda de curso legal en el Ecuador podrán ser transferidas por la Entidad Emisora a la Embajada de los Estados Unidos en el Ecuador y, una vez realizada tal transferencia, serán de absoluta disposición de la Embajada y otras agencias oficiales del Gobierno de los Estados Unidos en el Ecuador.

ARTICULO SEXTO

(a) Toda controversia que se suscitere entre el Gobierno de los Estados Unidos de América y el Gobierno del Ecuador respecto de la interpretación del texto del presente canje de notas, o que en opinión de cualquiera de los dos Gobiernos entrañare una cuestión de derecho internacional público que emane de cualquier proyecto o actividad que estuviere bajo el amparo de una Cobertura emitida conforme al presente canje de notas, se resolverá, en la medida de lo posible, mediante negociaciones directas entre los dos Gobiernos. Si tal controversia no pudiere ser resuelta por los dos Gobiernos por mutuo acuerdo dentro de un período de tres meses subsiguientes a la fecha en que se solicite la celebración de las citadas negociaciones, la controversia, inclusive el asunto de si se trata o no de una cuestión de derecho internacional público, se someterá por iniciativa de cualquiera de los dos Gobiernos, a un tribunal arbitral, el cual emitirá su laudo de conformidad con el inciso (b) del Artículo Séptimo.

(b) La sujeción a dicho tribunal, de reclamos derivados de partes amparadas por la Cobertura, se realizará conforme al principio del previo agotamiento de los recursos y vías administrativos y judiciales establecidos en el Ecuador.

(c) Nada de lo dispuesto en el presente canje de notas limitará los derechos basados en el derecho internacional que pudiere alegar cada Gobierno en el ejercicio de su capacidad de Estado soberano.

ARTICULO SEPTIMO

El tribunal arbitral se establecerá y funcionará de la siguiente manera:

(a) Cada Gobierno nombrará un árbitro; los

REPUBLICA DEL ECUADOR  
MINISTERIO DE RELACIONES EXTERIORES

- 5 -

dos árbitros así nombrados designarán de mutuo acuerdo a un Presidente, el cual deberá ser un ciudadano de un tercero Estado y ser nombrado por los dos Gobiernos. Los árbitros se nombrarán dentro de un plazo de dos meses y el Presidente dentro de un plazo de tres meses a partir de la fecha de recepción de la petición de arbitraje por cualquiera de los dos Gobiernos. Si no se efectuaren tales nombramientos dentro de los plazos arriba estipulados, cualquiera de los dos Gobiernos podrá, en ausencia de cualquier otro acuerdo, solicitar al Presidente de la Corte Internacional de Justicia que efectúe el nombramiento o nombramientos necesarios y ambos Gobiernos convienen en aceptar dicho nombramiento o nombramientos.

(b) El tribunal arbitral, al asumir competencia, resolverá cualquier cuestión relacionada con el previo agotamiento de los recursos y vías administrativos y judiciales vigentes en el Ecuador. El tribunal fundamentará su laudo en los principios y reglamentos pertinentes de derecho internacional público. El tribunal decidirá por mayoría de votos. Su laudo será definitivo y obligatorio para ambas partes.

(c) Cada uno de los Gobiernos pagará los gastos de su árbitro y de su representación en las actuaciones ante el tribunal arbitral; los gastos del Presidente y las demás costas ocasionadas serán sufragados en partes iguales por los dos Gobiernos. El tribunal arbitral podrá adoptar disposiciones relativas a las costas, que sean compatibles con lo que antecede.

(d) En todas las demás cuestiones, el tribunal arbitral reglamentará sus propios procedimientos.

ARTICULO OCTAVO

El presente acuerdo continuará en vigencia hasta seis meses después de la fecha en que cualquiera de los dos Gobiernos reciba una nota del otro informándole de su intención de dejar de ser parte en el mismo. En tal caso, las disposiciones del acuerdo con respecto a Coberturas emitidas antes de dicha denuncia, permanecerán en vigencia durante el plazo de tales Coberturas, pero en ningún caso más allá de los veinte años de la fecha de denuncia del acuerdo."

{ }

REPÚBLICA DEL ECUADOR

MINISTERIO DE RELACIONES EXTERIORES

- 6 -

3. En respuesta a la mencionada nota de Vuestra Excelencia, tengo a honra confirmarle que las disposiciones que anteceden son aceptables para el Gobierno del Ecuador y, por tanto, la nota de Vuestra Excelencia y la presente respuesta constituyen cláusulas de ejecución complementaria del Convenio de Garantía de Inversiones firmado el 28 y 29 de marzo de 1955 y de su ampliación del 4 de septiembre de 1963.

4. La nota que contesto de Vuestra Excelencia redactada en idioma inglés y esta respuesta en idioma español, son de igual tenor, tienen el mismo valor y constituyen el acuerdo al que han llegado nuestros dos Gobiernos sobre la materia.

Válgame de esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

*Edgar Terán*  
Edgar Terán Terán,  
Ministro de Relaciones Exteriores