

No. 3773

**UNITED STATES OF AMERICA
and
DOMINICAN REPUBLIC**

**Exchange of notes constituting an agreement relating to
the establishment and operation of a rawinsonde ob-
servation station in Sabana de la Mar. Ciudad Tru-
jillo, 25 July and 11 August 1956**

Official texts: English and Spanish.

Registered by the United States of America on 26 March 1957.

**ÉTATS-UNIS D'AMÉRIQUE
et
RÉPUBLIQUE DOMINICAINE**

**Échange de notes constituant un accord relatif à la création
et à l'exploitation d'une station d'observation par radio-
vent à Sabana de la Mar. Ciudad-Trujillo, 25 juillet
et 11 août 1956**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 26 mars 1957.

No. 3773. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE DOMINICAN REPUBLIC RELATING TO THE ESTABLISHMENT AND OPERATION OF A RAWINSONDE OBSERVATION STATION IN SABANA DE LA MAR. CIUDAD TRUJILLO, 25 JULY AND 11 AUGUST 1956

I

The American Ambassador to the Dominican Secretary of State for Foreign Affairs and Worship

EMBASSY OF THE UNITED STATES OF AMERICA

No. 23

Ciudad Trujillo, D.R., July 25, 1956

Excellency :

I have the honor to refer to discussions which have taken place between representatives of the Government of the United States of America and representatives of the Government of the Dominican Republic, culminating in the Secretariat's Note No. 17162 of July 17, 1956,² regarding the desirability of establishing a cooperative program for the establishment and operation of a rawinsonde observation station in Sabana de la Mar.

The purpose of such a program is to provide essential meteorological information for research into the origin, development, structure, and movement of hurricanes and for the preparation of hurricane warnings. The ultimate object is to achieve greater accuracy and timeliness in forecasts of hurricanes and in warnings of accompanying destructive winds, tides, and floods.

In view of the mutual benefit to our countries which is likely to result, the Government of the United States of America desires to invite the Government of the Dominican Republic to participate in a cooperative meteorological observation program, in accordance with the following principles :

1. *Cooperating Agencies*

The cooperating agencies shall be (1) for the Government of the United States of America, the Weather Bureau, Department of Commerce, hereinafter referred to as the United States Cooperating Agency and (2) for the Government of the Dominican Republic, the National Meteorological Service, agency of the Department of State for the Armed Forces, hereinafter referred to as the Dominican Republic Cooperating Agency.

¹ Came into force on 16 November 1956, in accordance with the terms of the said notes.

² Not printed by the Department of State of the United States of America.

2. *General Purposes*

The general purposes of the present agreement shall be as follows :

- (a) To provide for the establishment, operation, and maintenance of a rawinsonde station at or in the vicinity of Sabana de la Mar or at any other location in the Dominican Republic selected by mutual agreement between the two cooperating agencies, for securing reports of regularly scheduled and special rawinsonde observations. In the event it is mutually decided to relocate the station, a new memorandum of arrangement will be negotiated for the new station.
- (b) To provide for the daily exchange of rawinsonde observation reports between the two Cooperating Agencies for the use of the respective countries, in addition to other exchanges previously established.

3. *Title to Property*

For the duration of the agreement title to all property purchased with funds supplied by the United States Cooperating Agency shall remain vested in that Agency and title to all property supplied by the Dominican Republic Cooperating Agency shall remain vested in that agency.

At the conclusion of the agreement, in order to assist the Dominican Republic Cooperating Agency to continue the operation of the station and as partial consideration of service rendered during the course of the agreement by the Dominican Republic Cooperating Agency in assisting with the operation of an upper-air reporting facility supplying information that is not only of value to the Dominican Republic Cooperating Agency, but of considerable value to international aviation and the United States Cooperating Agency for use in weather forecasting and warning as well as hurricane and tropical weather research, the United States Cooperating Agency shall transfer to the Dominican Republic Cooperating Agency title to existing facilities, equipment and instruments and whatever other materials may be at the site for maintaining and operating the station.

4. *Expenditures*

All expenditures incurred by the United States Cooperating Agency shall be paid directly by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Dominican Republic Cooperating Agency shall be paid directly by the Government of the Dominican Republic.

5. *Exemption from Duties and Taxes*

All equipment and supplies imported into the Dominican Republic by the United States Cooperating Agency for use in the cooperative program shall be admitted free of customs and import duties. The resident technician and other employees of the Government of the United States whose services may be provided by the United States Cooperating Agency for the purpose of the present agreement shall be exempt from all Dominican Republic income taxes and social security taxes. Such employees shall also be exempt from the payment of customs and import duties on personal effects, equipment and supplies imported into the Dominican Republic for their own use or for the use of the members of their families.

6. *Term*

The agreement shall remain in effect through June 30, 1959, and may be continued in force for additional periods by written agreement to that effect by the two Governments, but either Government may terminate the present agreement by giving to the

other Government notice in writing sixty days in advance. Participating on the part of either Government in the project contemplated by the present agreement shall be subject to the availability of funds appropriated by the legislative bodies of the respective Governments.

If the above principles meet with the approval of the Government of the Dominican Republic I should appreciate receiving Your Excellency's reply to that effect as soon as possible in order that the technical details may be arranged by officials of the two Cooperating Agencies.

I suggest that this note and your reply thereto accepting the aforementioned principles be considered as constituting an agreement between our two Governments concerning this matter, such agreement to enter into effect on the date when representatives of the two Cooperating Agencies of our Governments sign the Memorandum of Arrangement embodying the aforementioned technical details. It is understood, however, that the Memorandum of Arrangement may be amended at any time by concurrence of the two Cooperating Agencies.

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

William T. PHEIFFER

His Excellency Dr. Porfirio Herrera Báez
Secretary of State for Foreign Affairs and Worship
Ciudad Trujillo, D. R.

II

The Dominican Secretary of State for Foreign Affairs and Worship to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

REPÚBLICA DOMINICANA

SECRETARÍA DE ESTADO DE RELACIONES EXTERIORES Y CULTO

19258

Ciudad Trujillo, D.N., 11 de agosto de 1956

Año del Benefactor de la Patria

Señor Embajador :

Tengo a honra avisar recibo de la atenta nota No. 23 de fecha 25 de julio próximo pasado, en la cual Vuestra Excelencia expresa textualmente lo siguiente :

« Tengo el honor de referirme a las discusiones que se han efectuado entre los representantes del Gobierno de los Estados Unidos de América y los del Gobierno de la República Dominicana que culminaron con la Nota de

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración. »

Tengo a honra comunicar, en respuesta, a Vuestra Excelencia, que el Gobierno de la República Dominicana acepta los términos de la nota precedentemente transcrita y que, en consecuencia, esta aceptación constituye el acuerdo a que la nota de Vuestra Excelencia se refiere, entre el Gobierno de los Estados Unidos y la República Dominicana.

Me es grato renovar a Vuestra Excelencia las seguridades de mi más alta consideración.

Porfirio HERRERA BÁEZ

A Su Excelencia William T. Pheiffer
Embajador de los Estados Unidos de América
Ciudad

[TRANSLATION¹ — TRADUCTION²]

DOMINICAN REPUBLIC

DEPARTMENT OF STATE FOR FOREIGN AFFAIRS AND WORSHIP

19258

Ciudad Trujillo, D.N., August 11, 1956

Year of the Benefactor of the Nation

Mr. Ambassador :

I have the honor to acknowledge receipt of the courteous note, No. 23 dated July 25 last, in which Your Excellency textually states the following :

[See note I]

I have the honor to inform Your Excellency in reply that the Government of the Dominican Republic accepts the terms of the note transcribed above and that, consequently, such acceptance constitutes the agreement between the Government of the United States and the Dominican Republic to which Your Excellency's note refers.

I take pleasure in renewing to Your Excellency the assurances of my highest consideration.

Porfirio HERRERA BÁEZ

His Excellency William T. Pheiffer
Ambassador of the United States of America
City

¹ Translation by the Government of the United States of America.

² Traduction du Gouvernement des États-Unis d'Amérique.