

No. 3871

**UNITED STATES OF AMERICA
and
MEXICO**

Exchange of notes constituting an agreement relating to the financing of the operations of the Commission for the Prevention of Foot-and-Mouth Disease. Washington, 12 December 1953 and 30 July 1954

Official texts: English and Spanish.

Registered by the United States of America on 4 June 1957.

**ÉTATS-UNIS D'AMÉRIQUE
et
MEXIQUE**

Échange de notes constituant un accord relatif au financement des activités de la Commission pour la prévention de la fièvre aphteuse. Washington, 12 décembre 1953 et 30 juillet 1954

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 4 juin 1957.

No. 3871. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND MEXICO RELATING TO THE FINANCING OF THE OPERATIONS OF THE COMMISSION FOR THE PREVENTION OF FOOT-AND-MOUTH DISEASE. WASHINGTON, 12 DECEMBER 1953 AND 30 JULY 1954

I

The Acting Secretary of State to the Mexican Ambassador

DEPARTMENT OF STATE
WASHINGTON

December 12, 1953

Excellency :

I have the honor to refer to minutes² of the Mexico-United States Commission for the Prevention of Foot-and-Mouth Disease during which the following memoranda of understanding were adopted by the Commission and signed by the respective Mexican and United States Commissioners :

"MEMORANDUM OF UNDERSTANDING BY THE MEXICO-UNITED STATES COMMISSION FOR THE PREVENTION OF FOOT-AND-MOUTH DISEASE

"For the purpose of making provisions for the financing of Commission operations for the months of August and September 1953, it is hereby agreed that :

"1. The Mexican Government will contribute as its fixed monthly amount of the Commission expenses for August and September 1953, the sum of \$85,000.00 pesos for each month. In addition the Mexican Government will pay the salaries and per diem for its personnel as well as all expenses of military operations in connection with the program for the two months specified above.

"All other Commission expenses for these two months, including the payment of indemnities outside of the infected zone but excluding expenses for the evacuation of the infected zone, will be for the account of the United States Government. In addition the United States Government will pay for salaries and per diem for its personnel.

"2. Each Government shall maintain in the hands of the Commission a fund of \$150,000.00 pesos in lieu of the \$300,000.00 peso fund heretofore required.

"3. During September, the Governments will agree on the share to be paid by each Government for the costs of evacuating the infected zone and operations expenses of the Commission outside the infected zone after September 30, 1953."

¹ Came into force on 30 July 1954 by the exchange of the said notes.

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

“MEMORANDUM OF UNDERSTANDING BY THE MEXICO-UNITED STATES
COMMISSION FOR THE PREVENTION OF FOOT-AND-MOUTH DISEASE
COVERING DISCUSSIONS OF SEPTEMBER 21 AND 22, 1953

“For the purpose of making provisions for the financing of the program outlined in the Commission’s meeting of July 28 and 29, 1953 and the agreement of September 21 and 22,¹ the Mexico-United States Commission for the Prevention of Foot-and-Mouth Disease agrees as follows :

“1. Beginning October 1, 1953, the Mexican Government will contribute as its fixed monthly amount for Commission expenses the sum of \$85,000 pesos for each month. The Mexican Government will also pay the salaries and per diem for its personnel as well as expenses of the military operations in connection with the program.

“2. In addition the Mexican Government will make a contribution of \$300,000 pesos to the Commission at the time the October contribution is made. This additional contribution shall be used for the payment of Commission expenses.

“3. All other expenses of the Commission will be borne by the contributions of the United States Government.

“4. In order to implement the agreement of September 21 and 22,¹ relating to a canning and rendering plant, the Commission shall construct such a plant with a minimum capacity for 100 animals daily.

“5. All proceeds derived from the operation of the plant and all proceeds from the salvage of the plant will be for the sole benefit of the United States Government.

“6. The two Governments will continue to maintain a permanent fund of \$150,000 (pesos) as heretofore provided, in the fund of the Commission.”

The foregoing memoranda of understanding are acceptable to the Government of the United States of America. If they are also acceptable to the Government of the United Mexican States, my Government will consider this note and your reply note concurring therein as constituting the formal approval by our respective Governments of the two memoranda.

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

Walter B. SMITH
Acting Secretary of State
of the United States of America

His Excellency Señor Don Manuel Tello
Ambassador of Mexico

¹ Not printed by the Department of State of the United States of America.

1. A partir del 1º de octubre de 1953, el Gobierno de México contribuirá como su cuota fija mensual para gastos de la Comisión, la cantidad de \$85,000.00 pesos cada mes. Asimismo el Gobierno mexicano pagará los sueldos y viáticos de su personal así como todos los gastos de las actividades militares relacionadas con el programa.

2. Además el Gobierno mexicano contribuirá con la cantidad de \$300,000.00 pesos a la Comisión, al tiempo de entregar su aportación por el mes de octubre. Esta cuota adicional será utilizada para el pago de gastos de la Comisión.

3. Todos los demás gastos de la Comisión, serán cubiertos con las contribuciones aportadas por el Gobierno de los Estados Unidos.

4. Con el objeto de dar cumplimiento al convenio del 21 y 22 de septiembre relativo a la planta beneficiadora y enlatadora, la Comisión construirá dicha planta con una capacidad mínima para 100 animales diarios.

5. Todos los ingresos que se deriven de la operación de la planta, así como los que se deriven de la recuperación de la planta misma, serán para el beneficio exclusivo del Gobierno de los Estados Unidos.

6. Continuarán los dos Gobiernos sosteniendo el fondo permanente de \$150,000.00 pesos cada uno como existe hasta la fecha, en el fondo de la Comisión. »

Los anteriores memoranda de convenio son aceptables para el Gobierno de los Estados Unidos Mexicanos. En virtud de que Vuestra Excelencia me ha comunicado que también lo son para el Gobierno de los Estados Unidos de América, mi Gobierno considera que esta nota y la de Vuestra Excelencia del 12 de diciembre de 1953 constituyen la aprobación formal de nuestros dos Gobiernos de los memoranda en cuestión.

Reitero a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Manuel TELLO
Embajador

Excelentísimo señor John Foster Dulles
Secretario de Estado
Washington, D. C.

[TRANSLATION¹ — TRADUCTION²]

EMBASSY OF MEXICO

3528

Washington, D. C., July 30, 1954

Mr. Secretary :

I have the honor to refer to the minutes of the meetings of the Mexican-United States Commission for the Prevention of Foot and Mouth Disease, which contain the following memoranda of agreement adopted by the Commission and signed by the respective Commissioners of Mexico and the United States of America:

[See note I]

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

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

The above memoranda of agreement are acceptable to the Government of the United Mexican States. In view of the fact that Your Excellency has informed me that they are also acceptable to the Government of the United States of America, my Government considers that this note and your note of December 12, 1953 constitute the formal approval by our two Governments of the memoranda in question.

I renew to Your Excellency the assurances of my highest and most distinguished consideration.

Manuel TELLO
Ambassador

His Excellency John Foster Dulles
Secretary of State
Washington, D. C.