

No. 4950

**UNITED STATES OF AMERICA
and
COLOMBIA**

Exchange of notes constituting an agreement relating to the extension of the co-operative program on San Andrés Island and the establishment of a rawinsonde observation station at Bogotá. Bogotá, 8 January and 8 May 1959

Official texts : English and Spanish.

Registered by the United States of America on 27 October 1959.

**ÉTATS-UNIS D'AMÉRIQUE
et
COLOMBIE**

Échange de notes constituant un accord relatif à l'extension du programme de coopération sur l'île de San-Andrés et à l'établissement d'une station d'observation par radiosondage/radiovent à Bogota. Bogota, 8 janvier et 8 mai 1959

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 27 octobre 1959.

Nº 4950. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND COLOMBIA RELATING TO THE EXTENSION OF THE CO-OPERATIVE PROGRAM ON SAN ANDRÉS ISLAND AND THE ESTABLISHMENT OF A RAWINSONDE OBSERVATION STATION AT BOGOTÁ. BOGOTÁ, 8 JANUARY AND 8 MAY 1959

I

The American Ambassador to the Colombian Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 156

Bogotá, January 8, 1959

Excellency :

I have the honor to refer to the Cooperative Program between the Government of the United States of America and the Government of the Republic of Colombia for the establishment and operation of a rawinsonde observation station at San Andrés Island, Colombia. This cooperative program was effected by an exchange of notes at Bogotá and entered into force on July 6, 1956².

The purpose of such a program was to provide essential meteorological information for research into the development, structure and movement of hurricanes for the preparation of hurricane warnings, and to provide essential information to international aviation.

In view of the mutual benefit which it is anticipated would result, the United States Government wishes to invite the Government of Colombia to join with it in continuing the 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 Colombia, the Empresa Colombiana de Aerodromos, hereinafter referred to as the Colombian Cooperating Agency.

¹ Came into force on 1 July 1959, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, Vol. 271, p. 303.

2. *General Purposes*

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

- (a) To provide for the continuation of the rawinsonde observation station on San Andrés Island, and for the establishment, operation and maintenance of a rawinsonde observation station at Bogotá, the exact location to be selected by mutual arrangement between the two Cooperating Agencies, for securing reports of regularly scheduled and special rawinsonde observations ; and
- (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 project title to all equipment purchased with funds supplied by the United States Cooperating Agency shall remain vested in that Agency, and title to all equipment supplied by the Colombian Cooperating Agency shall remain vested in that Agency. In addition, title to all real estate and/or buildings used in the cooperative program, including buildings constructed by the United States Cooperating Agency at San Andrés shall be vested in the Colombian Cooperating Agency.

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 Colombian Cooperating Agency shall be paid by the Government of Colombia.

5. *Exemption from Duties and Taxes*

All equipment and supplies imported into the Republic of Colombia by the United States Cooperating Agency for use in the cooperative program shall be admitted free of customs and import duties. The resident technician at San Andrés 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 Colombian income taxes and social security taxes. Such employees shall also be exempt from the payment of customs and import duties on one automobile, household goods and personal effects, equipment and supplies imported into the Republic of Colombia for their own use or that of the members of their immediate families.

6. *Term*

The agreement shall remain in effect through June 30, 1962, 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. Participation 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 proposal meets with the approval of the Government of Colombia, I would 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, and a Memorandum of Arrangement embodying those technical details be signed. 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 come into effect on July 1, 1959. It is understood 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.

John M. CABOT

His Excellency Julio César Turbay Ayala
Minister of Foreign Affairs

II

The Colombian Minister of Foreign Affairs to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

MINISTERIO DE RELACIONES EXTERIORES

No. D. 915

Bogotá, mayo 8 de 1959

Señor Embajador :

Tengo el honor de referirme a la nota de Vuestra Excelencia, distinguida con el número 156 de fecha 8 de enero pasado, relacionada con el programa cooperativo de observación meteorológica, cuya traducción oficial es la siguiente :

« Excelencia :

« Tengo el honor de referirme al Programa Cooperativo entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Colombia para el establecimiento y operación de una Estación de Observación « Rawinsonde » en la Isla de San Andrés, Colombia. Este programa cooperativo se efectuó por canje de notas en Bogotá y entró en vigor el 6 de julio de 1956.

« El objeto de este programa era el de proporcionar información meteorológica esencial para investigar el desarrollo, estructura y movimiento de huracanes para la preparación de avisos de huracanes, y proporcionar información esencial a la aviación internacional.

[TRANSLATION¹ — TRADUCTION²]

MINISTRY OF FOREIGN AFFAIRS

No. D. 915

Bogotá, May 8, 1959

Mr. Ambassador :

I have the honor to refer to Your Excellency's note No. 156 of January 8, 1959, relating to the cooperative meteorological observation program, the official translation of which is as follows :

[See note I]

I take pleasure in informing Your Excellency that the Government of Colombia accepts the proposal contained in the note transcribed above. Accordingly, pursuant to the suggestion contained therein, Your Excellency's note to which I have referred, and this note in which I have the honor to reply, shall be considered as constituting a technical cooperation agreement between our two Governments, which shall enter into force on July 1, 1959.

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

Julio César TURBAY

His Excellency John M. Cabot
Ambassador Extraordinary and Plenipotentiary
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.