

No. 6627

**UNITED STATES OF AMERICA
and
DOMINICAN REPUBLIC**

**Exchange of notes constituting an agreement relating to
the Co-operative Meteorological Program. Santo
Domingo, 2 August and 25 October 1962**

Official texts: English and Spanish.

Registered by the United States of America on 16 April 1963.

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

**Échange de notes constituant un accord relatif au pro-
gramme de coopération météorologique. Saint-Domin-
gue, 2 août et 25 octobre 1962**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 16 avril 1963.

No. 6627. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE DOMINICAN REPUBLIC RELATING TO THE CO-OPERATIVE METEOROLOGICAL PROGRAM. SANTO DOMINGO, 2 AUGUST AND 25 OCTOBER 1962

I

The American Ambassador to the Dominican Secretary of State for Foreign Relations

No. 115

Santo Domingo, August 2, 1962

Excellency :

I have the honor to refer to the Cooperative Program between the Government of the Dominican Republic and the Government of the United States of America for the establishment and operation of a rawinsonde observation station in Sabana de la Mar, which is now being moved to the Central Meteorological Observatory at Santo Domingo. The program was established under the terms of an agreement between the Government of the United States of America and the Government of the Dominican Republic effected by an exchange of notes of July 25 and August 11, 1956.² The agreement entered into force on November 16, 1956 and remained in force through June 30, 1959.

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

I now have the honor to propose, in view of the mutual benefits which it is anticipated would result, that the Cooperative Meteorological Program be continued for an additional period of three years, in accordance with the following principles :

1. *Cooperating Agencies.* The cooperating agencies shall be (1) for the Government of the Dominican Republic, the National Meteorological Service, an agency of the Ministry of Public Works and Communications, hereinafter referred to as the Dominican Republic Cooperating Agency, and (2) for the Government of the United States of America, the Weather Bureau, Department of Commerce, hereinafter referred to as the United States Cooperating Agency. The technical details necessary for carrying out

¹ Came into force on 25 October 1962 by the exchange of the said notes, with retroactive effect as of 1 July 1962, in accordance with the terms of the said notes.

² United Nations, *Treaty Series*, Vol. 263, p. 181.

the program shall be embodied in a Memorandum of Arrangement between the Co-operating Agencies. The Memorandum of Arrangement may be amended at any time by the concurrence of the Cooperating Agencies.

2. *General Purpose.* The general purposes of the present agreement shall be as follows :

- (a) To provide for the operation of an aerological observing station at Santo Domingo in order to secure reports of combined radiowind and radiosonde observations daily at the standard times of 0000 and 1200 GMT and occasionally at other times, upon the request of the United States Co-operating Agency, when additional observations are needed for hurricane forecasting and research.
- (b) To provide for the daily exchange of reports of combined radiowind and radiosonde observations between the Co-operating Agencies for the use of the respective country, in addition to other exchanges previously established.

3. *Title to Property.* Title to all buildings and real estate associated with this project shall be vested in the Dominican Cooperating Agency, and title to all equipment furnished by the United States Cooperating Agency or purchases with funds supplied by the United States Cooperating Agency shall remain vested in that Agency.

4. *Expenditures.* All expenditures incident to the obligations assumed 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. *Conduct of Work.* Employees furnished by the United States Cooperating Agency shall be considered as being in the sole employment of the United States Co-operating Agency. The Dominican Republic Cooperating Agency and its officers and agents shall be held harmless from any liability whatsoever resulting from the use of the station equipment including vehicles by the United States agents or employees. Employees furnished by the Dominican Republic Cooperating Agency shall be considered as being in the sole employment of the Dominican Republic Cooperating Agency. The United States Cooperating Agency and its officers and agents shall be held harmless from any liability whatsoever resulting from the use of the station equipment including vehicles by the agents or employees of the Dominican Republic Cooperating Agency.

6. *Exemption from Duties and Taxes.* All equipment and supplies imported into the Dominican Republic by the United States Cooperating Agency for use in the co-operative program shall be admitted free of customs and import duties. 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 taxes and social security taxes. Such employees shall also be exempt from the payment of customs and import duties on one automobile or its replacement, household goods and personal effects, equipment and supplies imported into the Dominican Republic for their own use or that of the members of their immediate families.

7. *Term.* The Agreement shall remain in force through June 30, 1965 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.

I have the honor to propose that this note and Your Excellency's reply concurring in the proposals contained herein shall constitute an agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply, operative retroactively as of July 1, 1962.

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

John Bartlow MARTIN

His Excellency José Antonio Bonilla Atilas
Secretary of State for Foreign Relations
Santo Domingo

II

The Dominican Secretary of State for Foreign Relations to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

REPÚBLICA DOMINICANA

Secretaría de Estado de Relaciones Exteriores

SAA — 26864

Santo Domingo, D.N., 25 de octubre de 1962

Señor Embajador :

Tengo a honra referirme a la atenta nota número 115, de fecha 2 de agosto pasado, mediante la cual se sirve Vuestra Excelencia, a nombre de su Gobierno, proponer la prórroga por tres años del Programa Meteorológico Cooperativo entre el Gobierno de la República Dominicana y el Gobierno de los Estados Unidos, de acuerdo con los términos establecidos en dicha nota.

Sobre el particular llevo a conocimiento de Vuestra Excelencia, a nombre de mi Gobierno, que el Gobierno de la República Dominicana ha resuelto dar su aprobación a la mencionada propuesta para la extensión del Programa Meteorológico Cooperativo establecido mediante canje de notas del 25 de julio y 11 de agosto de 1956, según los términos contenidos en la nota citada de Vuestra Excelencia número 115, del 2 de agosto pasado.

En consecuencia, tengo a bien transcribir el texto previsto para el mencionado Acuerdo, según ha sido propuesto por la nota de Vuestra Excelencia :

« 1. *Agencias Cooperativas.* Las agencias cooperativas serán (1) para el Gobierno de la República Dominicana, el Servicio Meteorológico Nacional, una dependencia de la Secretaría de Obras Públicas y Comunicaciones, que en lo adelante se denominará Agencia

artículos para el hogar y efectos personales, así como equipo y accesorios importados a la República Dominicana para su propio uso y para uso de los miembros de sus familiares inmediatos.

« 7. *Periodo de Duración.* El convenio permanecerá vigente hasta el 30 de Junio de 1965 y podría ser prorrogado por períodos adicionales mediante acuerdo escrito entre los dos Gobiernos, sin embargo, cualquiera de los dos Gobiernos puede denunciar el presente acuerdo, avisándolo al otro Gobierno por escrito con sesenta días de anticipación. La participación por parte de cualquiera de los dos Gobiernos en el proyecto propuesto por el presente acuerdo, estará sujeta a la disponibilidad de fondos apropiados por los cuerpos legislativos de los respectivos gobiernos. »

Al llevar a conocimiento de Vuestra Excelencia lo que antecede, tengo el honor asimismo de comunicarle que mi Gobierno acepta que esta nota de respuesta y la más arriba mencionada de Vuestra Excelencia constituyen un Acuerdo entre nuestros dos Gobiernos, el cual entra en vigor a partir de la fecha de la presente nota, con efecto retroactivo hasta el 1º de julio de 1962.

Válgome de la oportunidad para reiterar a Vuestra Excelencia los sentimientos de mi consideración más distinguida.

BONILLA ATILES

Su Excelencia John Bartlow Martin
Embajador Extraordinario y Plenipotenciario de los Estados Unidos
de América
Ciudad

[TRANSLATION¹ — TRADUCTION²]

DOMINICAN REPUBLIC

Department of State for Foreign Relations

SAA—26864

Santo Domingo, N.D., October 25, 1962

Mr. Ambassador :

I have the honor to refer to note No. 115 dated August 2 last, whereby, in the name of your Government, Your Excellency proposed to extend for three years the Cooperative Meteorological Program between the Government of the Dominican Republic and the Government of the United States, in accordance with the terms set forth in the aforesaid note.

In this connection, I inform Your Excellency, in the name of my Government, that the Government of the Dominican Republic has decided to approve the above-mentioned proposal for the extension of the Cooperative Meteorological Program established by an exchange of notes dated July 25 and August 11,

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

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

1956, in accordance with the terms contained in Your Excellency's note No. 115 of August 2 last.

Consequently, I deem fit to transcribe the text envisaged for the above-mentioned Agreement, as proposed in Your Excellency's note :

[*See note I*]

In informing Your Excellency of the foregoing, I also have the honor to inform you that my Government agrees that this note in reply and Your Excellency's note mentioned above shall constitute an agreement between our two Governments, which shall enter into force on the date of this note, operative retroactively as of July 1, 1962.

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

BONILLA ATILES

His Excellency John Bartlow Martin
Ambassador Extraordinary and Plenipotentiary, of the United States
of America
City
