

No. 7519

**NEW ZEALAND
and
WESTERN SAMOA**

**Exchange of letters constituting an agreement concerning
the operation of meteorological and geophysical pro-
grammes in Western Samoa. Apia, 31 December 1963**

Official text: English.

Registered by New Zealand on 17 December 1964.

**NOUVELLE-ZÉLANDE
et
SAMOA-OCCIDENTAL**

**Échange de lettres constituant un accord concernant
l'exécution de programmes de météorologie et de
géophysique au Samoa-Occidental. Apia, 31 décembre
1963**

Texte officiel anglais.

Enregistré par la Nouvelle-Zélande le 17 décembre 1964.

No. 7519. EXCHANGE OF LETTERS BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF WESTERN SAMOA CONSTITUTING AN AGREEMENT¹ CONCERNING THE OPERATION OF METEOROLOGICAL AND GEOPHYSICAL PROGRAMMES IN WESTERN SAMOA. APIA, 31 DECEMBER 1963

I

His Excellency Mr. J. B. Wright, C.B.E., High Commissioner for New Zealand in Western Samoa, to the Honourable Fiamē Mata'afa F.M. II, C.B.E., Prime Minister of Western Samoa

OFFICE OF THE HIGH COMMISSIONER FOR NEW ZEALAND

Apia, Western Samoa, 31 December 1963

Your Excellency,

I have the honour to refer to the Letters exchanged in Apia on 6 July 1962 concerning the interest of the Government of New Zealand and Government of Western Samoa in the meteorological and geophysical programmes carried out in Western Samoa at the Apia Observatory and at the seismic vault at Afiamalu, and to discussions which have taken place since then between representatives of our two Governments concerning arrangements for the continued operation of these programmes after 31 December 1962.

Further to these discussions I now have the honour, on behalf of the Government of New Zealand, to propose an agreement between our two Governments in the following terms :

1. For the period from 1 January 1963 to 31 December 1963 :

(a) The Government of New Zealand will continue to be fully responsible for the operation of the meteorological and geophysical programmes.

(b) The Government of Western Samoa will allow the lands on which the Apia Observatory is situated, together with the buildings, dwelling-house and one of the flats (and their furniture) situated thereon, and the seismic vault at Afiamalu, to be used solely for purposes associated with the meteorological and geophysical programmes, and

¹ Came into force on 31 December 1963 by the exchange of the said letters, with effect from 1 January 1963, in accordance with their terms.

the Government of New Zealand, its officers and employees, shall be accorded unrestricted use of such land, buildings, dwelling-house, flat and furniture, and the seismic vault, for such purposes free of charge.

(c) The Government of New Zealand will retain ownership of all meteorological and geophysical equipment, instruments and consumable stores (including the landrover which is regarded as part of the geophysical equipment) which have been or may be provided by the Government of New Zealand for purposes of the meteorological or geophysical programmes.

(d) The Government of New Zealand will meet the cost of the meteorological and geophysical programmes, except for running costs of the meteorological programme referred to in paragraph 1 (e) hereunder.

(e) The Government of Western Samoa will meet all running costs of the meteorological programme consisting of local communications, building maintenance, telephone, power and general office expenses.

2. For the period from 1 January 1964 to 31 December 1969 :

(a) The Government of New Zealand will continue to retain full responsibility for the operation of the meteorological programme and will retain ownership of all equipment, instruments and consumable stores which have been or may be provided by the Government of New Zealand for purposes of the meteorological programme until such time as a qualified Samoan observer, who is considered by both Governments to be competent, shall by agreement of the two Governments assume authority for the administration of the programme. At the time when such administrative authority is assumed by a Samoan observer, full operational responsibility for the meteorological programme and ownership of all meteorological equipment, instruments and consumable stores will be transferred to the Government of Western Samoa.

(b) Unless otherwise agreed between the two Governments, the Government of New Zealand will continue to be fully responsible for the operation and financing of the geophysical programme and will retain ownership of all equipment, instruments and consumable stores (including the landrover) which have been or may be provided by the Government of New Zealand for purposes of the geophysical programme.

(c) The Government of Western Samoa will allow the lands on which the Apia Observatory is situated, together with the buildings, dwelling-house and one of the flats (and their furniture) situated thereon, and the seismic vault at Afiamalu, to be used solely for purposes associated with the meteorological and geophysical programmes, and the Government of New Zealand, its officers and employees, shall be accorded unrestricted use of such land, buildings, dwelling-house, flat and furniture, and the seismic vault, for such purposes free of charge. The obligations of the Western Samoan Government under this paragraph in respect of the flat (and its furniture) will, however, cease to have effect at such time as, by agreement of the two Governments, the services of a New Zealand Meteorological observer at Apia Observatory are no longer required.

(d) The Government of Western Samoa will progressively assume financial responsibility for the meteorological programme by meeting £1,000 of the total cost of the programme (including running expenses) in 1964, and by progressively increasing its con-

tribution towards that cost by paying an additional £500 in each following year, so that in 1969 its contribution will have increased to £3,500.

(e) The Government of New Zealand will in each year meet the balance of the operating costs of the meteorological programme which remain after the Western Samoan Government has paid its share of the costs in accordance with paragraph 2 (d) above. The balance so remaining to be met by the New Zealand Government is estimated to be approximately £4,400 in 1964, £2,770 in 1965, £2,270 in 1966, £1,770 in 1967, £1,270 in 1968, and £770 in 1969.

3. In 1970 and subsequent years :

(a) The Government of Western Samoa will retain full responsibility for the operation of the meteorological programme and will assume full responsibility for the financing of that programme.

(b) The Government of New Zealand will continue to provide appropriate advisory support for the meteorological programme.

(c) Subject to agreement of the two Governments being reached not later than 31 December 1969 and to the right of review by either Government at any time after that date, the Government of New Zealand, its officers and employees, will continue to have unrestricted use of the seismic vault and dwelling-house for purposes associated with the continuance of the geophysical programme, together with unrestricted use of the Observatory buildings, and of such equipment and instruments as may be required for those purposes.

If the foregoing provisions are acceptable to the Government of Western Samoa, I have the honour to suggest that the present letter and Your Excellency's reply in similar terms should constitute an agreement between our two Governments, with effect from 1 January 1963.

I have the honour to be, Sir,

Your Excellency's obedient servant,

J. B. WRIGHT

II

The Honourable Fiamē Mata'afa F.M. II, C.B.E., Prime Minister of Western Samoa, to His Excellency Mr. J. B. Wright, C.B.E., High Commissioner for New Zealand in Western Samoa

OFFICE OF THE PRIME MINISTER

Apia, Western Samoa, 31 December 1963

Your Excellency,

I have the honour to acknowledge receipt of your Letter dated 31 December 1963, the text of which reads as follows :

[See letter I]

I have the honour to inform Your Excellency that the Government of Western Samoa accepts the foregoing provisions and regards Your Excellency's letter and my present reply as constituting an agreement between our two Governments, with effect from 1 January 1963.

I have the honour to be, Sir,

Your Excellency's obedient servant,

Fiamē MATA'AFU F.M. II