

No. 7521

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**JAMAICA  
and  
UNITED STATES OF AMERICA**

**Exchange of notes constituting an agreement for the establishment and operation of a co-operative meteorological programme in Jamaica. Kingston, 3 November 1964**

*Official text: English.*

*Registered by Jamaica on 18 December 1964.*

**JAMAÏQUE  
et  
ÉTATS-UNIS D'AMÉRIQUE**

**Échange de notes constituant un accord relatif à l'organisation et à l'exécution d'un programme de coopération météorologique à la Jamaïque. Kingston, 3 novembre 1964**

*Texte officiel anglais.*

*Enregistré par la Jamaïque le 18 décembre 1964.*

No. 7521. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN JAMAICA AND THE UNITED STATES OF AMERICA FOR THE ESTABLISHMENT AND OPERATION OF A CO-OPERATIVE METEOROLOGICAL PROGRAMME IN JAMAICA. KINGSTON, 3 NOVEMBER 1964

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I

Kingston, November 3, 1964

No. 43

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 United Kingdom of Great Britain and Northern Ireland for the establishment and operation of Hurricane Research Stations on Grand Cayman and Jamaica. The program was established under the terms of an agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland effected by an exchange of notes December 30, 1958.<sup>2</sup> That agreement entered into force on December 30, 1958, was amended by an agreement effected by an exchange of notes on February 15, 1960,<sup>3</sup> and remained in force until June 30, 1962.

I now have the honor to propose, in view of the mutual benefits which it is anticipated would result, that the cooperative Meteorological Program in Jamaica be continued.

The purpose of this program is to provide essential meteorological information for general forecasting, international aviation and research into the origin, structure and movement of hurricanes. The ultimate object is to achieve greater accuracy and timeliness in forecasts of hurricanes and in warnings of accompanying destructive winds, tides and floods for the entire Caribbean area.

The Government of Jamaica notified the Government of the United States of America on September 23, 1964 that since the advent of Jamaican independence on August 6, 1962 until the date of the present agreement, operations in Jamaica have been carried out in accordance with the terms of the agreement which expired in 1962.

This program will operate in accordance with the following principles :

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<sup>1</sup> Came into force on 3 November 1964 by the exchange of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 338, p. 281.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 371, p. 356.

1. *Cooperating Agencies.* The cooperating agencies shall be (1) for the Government of Jamaica, the Caribbean Meteorological Service, hereinafter referred to as the Jamaican Cooperating Agency, and (2) for the Government of the United States of America, the Department of Commerce Weather Bureau, hereinafter referred to as the United States Cooperating Agency.

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

- (a) To provide for the operation of such meteorological establishments as may be mutually agreed upon by the Cooperating Agencies, including a rawinsonde station at Palisadoes Airport, Jamaica, in order to secure reports of regularly scheduled and special rawinsonde observations, and
- (b) To provide for the daily exchange of reports of rawinsonde observations between the Cooperating Agencies for the use of the respective countries, in addition to other exchanges previously established.

3. *Title to Property.* Title to all equipment furnished by the United States Cooperating Agency or purchased with funds supplied by the United States Cooperating Agency shall remain vested in that Agency; and title to all equipment furnished by the Jamaican Cooperating Agency or purchased with funds supplied by the Jamaican Cooperating Agency shall remain vested in that Agency.

4. *Expenditures.* All expenditures incurred by the United States Cooperating Agency shall be paid by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Jamaican Cooperating Agency shall be paid by the Government of Jamaica.

5. *Customs Duties and Other Taxes on Goods.* (a) All equipment, including automobiles, and supplies imported into Jamaica by the United States Cooperating Agency for use in the cooperative project shall be admitted duty free; and

(b) No import duties or other tax shall be charged on the personal belongings and household effects, including one privately-owned automobile per employee, of the civilian employees of the United States of America who are United States of America citizens employed in connection with the station and are present in the territory by reason of such employment, provided that such belongings or effects accompany the owner or are imported within a period of six months either immediately following his arrival or beginning not more than 60 days prior to his arrival. Provided that if any article to which this subclause relates, is sold or otherwise disposed of within three years of its importation or landing in Jamaica to a person who is not entitled to customs franchise privileges, the person who sells or otherwise disposes of such article may be called upon to pay duty thereon at the rate required according to the law regulating the payment of customs duty.

6. *Taxation.* (a) No national of the United States of America serving or employed in Jamaica in connection with the maintenance or operation of meteorological establishments provided for herein and residing in Jamaica by reason only of such employment, or his wife or minor children, shall be liable to pay (1) income tax in Jamaica except with respect to income derived from Jamaican sources, or (2) any tax on ownership or use of property situated outside Jamaica; and

(b) No person who is a member of the Department of Commerce Weather Bureau and who only visits the island for short periods shall be liable to pay in Jamaica any poll tax or similar tax on his person.

(c) No person ordinarily resident in the United States of America shall be liable to pay in Jamaica any tax in the nature of a license in respect of any service or work for the Government of the United States of America or under any contract made with the Government of the United States of America in connection with the establishment, maintenance or operation of the stations.

7. *Conduct of Work.* The observation work provided for by the present agreement shall be conducted by the Jamaican Cooperating Agency in close collaboration with the United States Cooperating Agency. Employees furnished by the United States Cooperating Agency shall be considered as being in the sole employment of the United States Cooperating Agency. The Jamaican 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 of the Jamaican Cooperating Agency shall be considered as being in the sole employment of the Jamaican 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 Jamaican Cooperating Agency.

8. *Protection of Meteorological Radio Frequencies.* The Government of Jamaica agrees to protect the radio operating frequencies 401-406 mc and 1660-1700 mc to insure their use free of interference for rawinsonde observations in accordance with International Telecommunications Union Regulations agreed to in Geneva in 1959.

9. *Memorandum of Arrangement.* The technical details of the project shall be arranged by the Cooperating Agencies and a Memorandum of Arrangement shall be agreed between them.

10. *Availability of Funds.* Participation on the part of either Government in the proposed project shall be subject to the availability of funds appropriated by the legislative bodies of the Government of the United States of America and of the Government of Jamaica.

If the foregoing proposal is acceptable to the Government of Jamaica, I have the honor to propose that the present note and Your Excellency's reply in concurrence shall constitute an agreement between our two Governments which shall enter into force on the date of your reply and operate retroactively to July 1, 1963. The agreement shall remain in force until sixty days following the date of a note from either Government to the other Government expressing a desire to terminate it.

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

(Signed) Boris H. KLOSSON  
Chargé d'Affaires ad interim  
of the United States of America, Kingston

## II

Kingston, November 3, 1964

169/02

Sir,

I have the honour to acknowledge the receipt of your Note No. 43 of November 3, 1964 which reads as follows :

[*See note I*]

I have the honour to inform you that my Government also agrees to the contents of the foregoing Note, and agrees that your Note and this note in reply shall constitute an agreement between our two Governments, to enter into force on the date of this reply.

Please accept, Sir, the assurances of my high consideration.

(*Signed*) Alexander BUSTAMANTE  
Prime Minister  
and Minister of External Affairs