

No. 7673

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**UNITED STATES OF AMERICA  
and  
COLOMBIA**

**Exchange of notes constituting an agreement relating to the  
continuation of a co-operative meteorological program.  
Bogotá, 27 April and 13 May 1964**

*Official texts: English and Spanish.*

*Registered by the United States of America on 6 April 1965.*

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

**Échange de notes constituant un accord portant proroga-  
tion d'un programme de coopération météorologique.  
Bogota, 27 avril et 13 mai 1964**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 6 avril 1965.*

No. 7673. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND COLOMBIA RELATING TO THE CONTINUATION OF A CO-OPERATIVE METEOROLOGICAL PROGRAM. BOGOTÁ, 27 APRIL AND 13 MAY 1964

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I

*The American Chargé d'Affaires ad interim to the Colombian Minister of Foreign Relations*

Bogotá, April 27, 1964

No. 450

Excellency :

I have the honor to refer to the Cooperative Program between the Government of the Republic of Colombia and the Government of the United States of America for the establishment and operation of rawinsonde observation stations on San Andrés Island and at Bogotá, Colombia. The program was established under the terms of an agreement between the Government of the United States of America and the Government of Colombia effected by an exchange of notes of February 6 and March 14, 1956.<sup>2</sup> That agreement entered into force on July 6, 1956 for a term of three years, at the end of which time it was replaced and the program extended for an additional three years by an agreement between the two Governments effected by an exchange of notes on January 8 and May 8, 1959.<sup>3</sup>

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 will be (1) for the Government of Colombia, the Empresa Colombiana de Aeródromos, hereinafter referred to as the Colombian 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 the program shall be embodied in a Memorandum of Arrangement between the Cooperating Agencies. The Memorandum of Arrangement may be amended at any time by the concurrence of the Cooperating Agencies.

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<sup>1</sup> Came into force on 13 May 1964 by the exchange of the said notes, and became operative retroactively as of 1 July 1962, in accordance with their provisions.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 271, p. 303.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 344, p. 193.

## 2. *General Purpose*

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

- (a) To provide for the continuation of aerological observing stations on San Andrés Island and at Bogotá 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 Cooperating 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 Cooperating Agencies for the use of the respective country, in addition to other exchanges previously established.

## 3. *Title of Property*

For the duration of the project, title to all buildings and real estate shall be vested in the Colombian Cooperating Agency ; 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 Colombian Cooperating Agency or purchased with funds supplied by the Colombian 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 Colombian Cooperating Agency shall be paid directly by the Government of Colombia.

## 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 Cooperating Agency. The Colombian 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 Colombian Cooperating Agency shall be considered as being in the sole employment of the Colombian 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 Colombian Cooperating Agency.

## 6. *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. 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 likewise 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, at the time of their entry into the country, or

within the following six months, in conformity with article 37 of Colombian Government Decree 3135 of 1956.

7. *Protection of Meteorological Radio Frequencies*

The Government of Colombia will 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 Telecommunication Union Regulations agreed to in Geneva in 1959.

8. *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 reply thereto accepting the aforementioned principles be considered as constituting an agreement between our two Governments concerning this matter, which shall enter into force on the date of your 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.

Henry DEARBORN  
Chargé d'Affaires a.i.

His Excellency Fernando Gómez Martínez  
Minister of Foreign Relations  
Bogotá

II

*The Colombian Minister of Foreign Relations to the American Chargé d'Affaires  
ad interim*

[SPANISH TEXT — TEXTE ESPAGNOL]

REPÚBLICA DE COLOMBIA  
MINISTERIO DE RELACIONES EXTERIORES

D. 971

Bogotá, 13 de mayo de 1964

Honorable Señor :

Tengo el honor de avisar recibo de la atenta nota de fecha 27 de abril del presente año, en la cual Vuestra Señoría, se refiere al programa cooperativo entre los Gobiernos

Aprovecho la oportunidad para reiterar a Vuestra Señoría las seguridades de mi más alta y distinguida consideración.

Fernando GÓMEZ MARTÍNEZ

Al Honorable señor Henry Dearborn  
Encargado de Negocios a.i.  
de los Estados Unidos de América  
La Ciudad

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

REPUBLIC OF COLOMBIA  
MINISTRY OF FOREIGN RELATIONS

D-971

Bogotá, May 13, 1964

Sir :

I have the honor to acknowledge receipt of the note dated April 27 of this year, in which you refer to the cooperative program between the Government of the Republic of Colombia and the Government of the United States of America for the establishment and operation of rawinsonde stations on San Andrés Island and at Bogotá. In view of the mutual benefits anticipated, the Cooperative Meteorological Program will be continued for an additional period of three years, in accordance with the following principles :

[See note I]

In the note to which I refer you also propose that that note and my affirmative reply thereto be considered as constituting an agreement between our two Governments concerning the matter, which shall enter into force on the date of my reply, operative retroactively as of July 1, 1962, all of which I have, for my part, the honor to accept in the name of my Government.

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

Fernando GÓMEZ MARTÍNEZ

The Honorable Henry Dearborn  
Chargé d'Affaires ad interim  
of the United States of America  
City

<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.