

No. 7691

**UNITED STATES OF AMERICA
and
DOMINICAN REPUBLIC**

**Co-operative Mapping, Charting and Geodesy Agreement.
Signed at Santo Domingo, on 28 August 1964**

Official texts: English and Spanish.

Registered by the United States of America on 15 April 1965.

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

**Accord de coopération cartographique, hydrographique et
géodésique. Signé à Saint-Domingue, le 28 août 1964**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 15 avril 1965.

No. 7691. CO-OPERATIVE MAPPING, CHARTING AND GEODESY AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE DOMINICAN REPUBLIC. SIGNED AT SANTO DOMINGO, ON 28 AUGUST 1964

The Governments of the United States of America and the Dominican Republic

Realizing that the application of cartography to many of the problems facing the governments and intergovernmental organizations helps to increase the acceleration and effectiveness of the economic and social development of peoples, one of the principal aims proclaimed in the United Nations Charter;

Reaffirming their determination to cooperate fully in the aims pursued in signing the Punta del Este Charter² in order to establish the Alliance for Progress within the framework of principles established in the Charter of the Organization of American States³ and the Act of Bogota,⁴ to provide technical assistance in formulating the economic and social development programs that will permit the participating countries to achieve the maximum degree of well-being possible with equal opportunities for all in democratic societies that adapt themselves to their own desires and needs;

Desiring to cooperate more fully with the objectives of the Pan American Institute of Geography and History, a specialized organization of the OAS, one of whose purposes is to promote, coordinate, and disseminate cartographic studies, and studies on related sciences, and to promote cooperation between the cartographic institutes of the Member States;

Have accordingly concluded this Agreement in a spirit of friendly cooperation.

Article I

PURPOSE OF THIS AGREEMENT

1. The purpose of this Agreement is to provide for the coordination of cartographic effort between the Governments of the United States of America and the Dominican Republic in the acquisition of geodetic control, aerial photography, hydrographic, and aeronautical data and other related data.

¹ Came into force on 28 August 1964, upon signature, in accordance with article VIII (2).

² United States of America, *Department of State Bulletin*, Sept. 11, 1961, p. 462.

³ United Nations, *Treaty Series*, Vol. 119, p. 3; Vol. 134, p. 388; Vol. 171, p. 419; Vol. 186, p. 322; Vol. 209, p. 338; Vol. 233, p. 304, and Vol. 377, p. 400.

⁴ United States of America, *Department of State Bulletin*, Oct. 3, 1960, p. 537.

2. These source materials will be used in the compilation and maintenance of topographic maps and hydrographic and aeronautical charts of the mutually agreed areas of the Dominican Republic by the mapping and charting agencies of the United States of America and the Dominican Republic.

Article II

PRIMARY OBJECTIVES

1. The initial objective of this Agreement is to establish a joint mapping program for all of the Dominican Republic. In the event a need arises for joint hydrographic or aeronautical charting programs the details of the programs will be resolved by the agencies designated by the two Governments.

2. The joint mapping program shall have the following primary objectives :

- a.* To produce standard maps of the Dominican Republic of the highest quality practicable.
- b.* To conduct geodetic surveys with a view to providing accurate networks of primary horizontal and vertical control, adequate for national and hemispheric mapping programs.

3. The specific responsibilities of each Government for participation in the cooperative program and the technical arrangements for completion of the work shall be established by agreement between cartographic agencies designated by the two Governments for this purpose.

Article III

EXCHANGE OF INFORMATION

1. The two Governments shall exchange cartographic information, compilation materials, printed maps, aerial photographs, geodetic, hydrographic and aeronautical data, reproduction materials, publications and materials related thereto, in accordance with arrangements as to quantities and specific areas that may be agreed upon between their respective cartographic agencies.

2. The original negatives of the photographs taken and the field notes of its agencies, under this Agreement, will be retained by the Dominican Republic. Duplicate copies of all material will be furnished to the United States of America.

3. The original negatives of the aerial photographs will be furnished to the United States of America on a loan basis for the purpose of reduction and the preparation of positive slides that meet the requirements of compilation instruments.

Article IV

MINIMUM SPECIFIC OPERATIONS

1. The minimum specific operations envisaged by this Agreement are as follows :

- a.* Completion of basic triangulation within the borders of the Dominican Republic, of an appropriate order of accuracy, with attendant base lines and Laplace stations and, where possible, connected to the triangulation networks of the adjoining country, as required to control planned areas for mapping and that will permit their adjustment to, and integration in, a common continental datum.
- b.* Completion of first, second and third order basic leveling within the borders of the Dominican Republic, as required to control planned areas of mapping, to provide connections to datum of tidal reference, to permit connections to and adjustment with the basic leveling of the adjoining country, to control triangulated heights and to control gravimetric surveys.
- c.* Obtaining precision aerial mapping photography required to compile the maps to be produced under the program.
- d.* Completion of supplemental mapping control and field classification surveys covering planned areas for mapping.
- e.* Stereo photogrammetric compilation and reproduction of large and medium-scale topographic maps of planned areas, as may be mutually agreed upon.
- f.* Obtaining sufficient geomagnetic, gravity, and other technical observations to permit the production of maps and geophysical charts, and the establishment of horizontal and vertical control datums.

Article V

MUTUAL OBLIGATIONS OF THE GOVERNMENTS

1. It is understood that any action to be taken by either Government pursuant to this Agreement shall be subject to the availability to that Government of personnel, materials and funds for the purpose.

2. The two Governments will agree upon the security classifications to be established for the project operations and the resultant products. Such classifications shall be held to the minimum commensurate with security, and no restrictions shall be applied to the distribution of maps of 1 : 250,000 scale or smaller.

Article VI

PERSONNEL OF THE UNITED STATES

1. United States personnel for the purposes of this Agreement means United States military personnel, civilian employees or contractor personnel of the United States armed forces who are not nationals of, or normally residents in, the Dominican Republic, and the dependents of either.

2. United States personnel shall not be subject to taxation by the Dominican Republic on salary or emoluments received from the United States Government, or on other income obtained from sources outside the Dominican Republic, nor shall periods during which such persons are present in the Dominican Republic pursuant to this Agreement be considered as periods of residence or domicile for Dominican Republic tax purposes.

3. United States personnel shall be exempt from restrictive measures relating to passports, visas and immigration and from alien registration and control formalities in the Dominican Republic.

4. The Governments of the United States of America and of the Dominican Republic shall have concurrent jurisdiction with respect to all offenses committed by United States personnel who are in the Dominican Republic pursuant to this Agreement. The Government of the Dominican Republic agrees that the Government of the United States shall have primary right to exercise jurisdiction to the extent authorized by the United States law in such cases.

5. United States personnel present in the Dominican Republic for the purposes of this Agreement shall be exempt from civil jurisdiction of the Dominican Republic courts for any damages or injury occasioned by them in performance of their official duties. Meritorious claims of this nature shall be settled under the provisions of United States claims legislation.

Article VII

OTHER FACILITIES PROVIDED BY THE DOMINICAN REPUBLIC

1. Property imported into the Dominican Republic by the United States Government for the purposes of this Agreement and property, including vehicles, imported by United States personnel for their personal use while in the Dominican Republic for purposes of this Agreement shall be exempt from import and export duties, and from all taxes, fees and charges of any nature.

2. The use of airfields, highways, bridges, piers and other facilities in the Dominican Republic, by agencies of the United States of America or agencies under contract to the United States for the purposes of this Agreement, shall be permitted and facilitated free of charge.

3. The Government of the Dominican Republic shall provide, free of charge, adequate office space for the United States personnel, as well as storage and maintenance space for United States equipment imported into the Dominican Republic for the purposes of this Agreement.

Article VIII

REVIEW AND ENTRY INTO FORCE OF THIS AGREEMENT

1. This Agreement shall be subject to review at any time upon written notice by either Government to the other that it desires to consult with a view to amendment.

2. This Agreement shall enter into force upon signature by the authorized representatives of both Governments and shall remain in force until one year after either of the Governments shall have notified the other of its intention to terminate the Agreement.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Agreement.

DONE in Santo Domingo, in duplicate, in the English and Spanish languages, each equally authentic, this 28th day of August of the year nineteen hundred and sixty-four.

For the Government of the United States of America :

William Tapley BENNETT, Jr.
Ambassador

[SEAL]
