

No. 7574

**UNITED STATES OF AMERICA
and
MEXICO**

**Exchange of notes (with Memorandum of Understanding)
constituting an agreement superseding the Co-operative
Meteorological Program Agreement of 29 August
1957. Mexico, 14 February 1964**

Official texts: English and Spanish.

Registered by the United States of America on 5 February 1965.

**ÉTATS-UNIS D'AMÉRIQUE
et
MEXIQUE**

**Échange de notes (avec Mémorandum d'accord) constituant
un accord remplaçant l'accord de coopération météoro-
logique du 29 août 1957. Mexico, 14 février 1964**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 5 février 1965.

No. 7574. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND MEXICO SUPERSEDING THE CO-OPERATIVE METEOROLOGICAL PROGRAM AGREEMENT OF 29 AUGUST 1957.² MEXICO, 14 FEBRUARY 1964

I

The American Chargé d'Affaires ad interim to the Mexican Minister for Foreign Relations

No. 1134

Mexico, D.F., February 14, 1964

Excellency :

I have the honor to refer to the Cooperative Meteorological Program between the Government of the United States of America and the Government of the United Mexican States for the establishment and operation of surface, winds aloft, and radiosonde observation stations in Mexico and to the Agreement between our two Governments regarding the Program effected by an exchange of notes on August 23 and 29, 1957,² as extended and amended August 8, 1962³ and March 15, 1963.⁴

Considering the mutual benefits derived from the Cooperative Meteorological Program, I have the honor to propose its continuation beyond the termination date of said Agreement upon the following terms :

1. NAME OF THE PROJECT

The project to be carried out under the present Agreement shall be known as the Mexican-United States Cooperative Project for Meteorological Observations.

2. COOPERATING AGENCIES

The cooperating agencies shall be, (1) for the Government of the United States of America, the Weather Bureau, Department of Commerce, hereinafter referred to as the " United States Cooperating Agency ", and, (2) for the Government of the United Mexican States, the Dirección General de Geografía y Meteorología, Department of Agriculture and Animal Husbandry, hereinafter referred to as the " Mexican Cooperating Agency ".

¹ Came into force on 14 February 1964, operative retroactively 1 January 1964, in accordance with the terms of the said notes.

² United Nations, *Treaty Series*, Vol. 290, p. 286.

³ United Nations, *Treaty Series*, Vol. 458, p. 278.

⁴ United Nations, *Treaty Series*, Vol. 473, p. 333.

3. GENERAL PURPOSES

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

(a) To provide for the establishment, operation, and maintenance of meteorological stations at locations in Mexican territory that are suitable from the technical standpoint and selected by mutual arrangement between the Cooperating Agencies, in accordance with paragraph 8 of this Agreement, for the purpose of securing data by systematic observations of weather conditions at the earth's surface and in the atmosphere, and such special meteorological observations as may be needed for research and in emergency situations created by meteorological phenomena, such as disturbances, storms, and cyclones.

(b) To provide for the daily exchange of surface and upper-air observations between the two Cooperating Agencies for the use of their respective countries in the preparation of weather forecasts, including hurricane warnings, and for meeting the needs of international aviation.

4. TITLE TO PROPERTY

Title to all personal property purchased with funds supplied by the United States Cooperating Agency shall remain vested in that Agency, and title to all personal property acquired by the Mexican Cooperating Agency shall remain vested in that Agency.

5. EXPENSES

All expenses incurred by the United States Cooperating Agency shall be paid directly by the Government of the United States of America, and all expenses incident to the obligations assumed by the Mexican Cooperating Agency shall be paid directly by the Government of the United Mexican States.

6. EXEMPTION FROM DUTIES AND TAXES

(a) All supplies and equipment brought into Mexico by the Government of the United States of America for the purposes of this Agreement shall be free of taxes and customs duties.

(b) The Government of the United Mexican States will grant the functionaries of the Government of the United States of America who are citizens of that country and commissioned by its Government for work related to the present Agreement the same treatment regarding taxes as is established in Article III of the existing Consular Convention between the United States of America and Mexico, signed on August 12, 1942.¹ The Government of the United Mexican States will also grant such functionaries and the members of their families who are nationals of the United States of America the same treatment with regard to customs duties as is established in Article IV of said Consular Convention.

7. LIABILITIES

Functionaries and employees of the Meteorological Cooperative Project whose salaries are paid by the United States Cooperating Agency shall be considered as being

¹ United Nations, *Treaty Series*, Vol. 125, p. 301.

solely functionaries and employees of said Agency. The Mexican Cooperating Agency and its functionaries and employees shall be held harmless from any liability whatsoever resulting from the use of station equipment, including vehicles, by the United States functionaries and employees. Functionaries and employees whose salaries are paid by the Mexican Cooperating Agency shall be considered as being solely functionaries and employees of the Mexican Cooperating Agency. The United States Cooperating Agency and its functionaries and employees shall be held harmless from any liability whatsoever resulting from the use of station equipment, including vehicles, by the functionaries and employees of the Mexican Cooperating Agency.

8. TECHNICAL SPECIFICATIONS CONCERNING OPERATION

The technical details necessary for carrying out the Project are set forth in the attached Memorandum of Understanding¹ between the Cooperating Agencies, which has been approved by our two Governments and shall, therefore, become operative on the same date the present Agreement becomes operative.

Any additions to or changes in the attached Memorandum of Understanding, which may be mutually agreed upon by the Cooperating Agencies, shall enter into force when approved through diplomatic channels by the Government of the United States of America and the Government of the United Mexican States.

Meteorological stations established in the territory of the United Mexican States and meteorological work carried out in that territory shall always be under the direction and authority of the Mexican functionaries.

9. TERM

The present Agreement shall remain in force until December 31, 1965. It shall be subject to termination by either Government by giving to the other Government notice in writing sixty days in advance.

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 reply, and shall be considered as having been operative as of January 1, 1964.

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

C. A. BOONSTRA
Chargé d'Affaires ad interim

His Excellency Manuel Tello
Minister for Foreign Relations
Mexico, D.F.

¹ See p. 201 of this volume.

MEMORANDUM OF UNDERSTANDING

The Dirección General de Geografía y Meteorología, of the Department of Agriculture and Animal Husbandry, hereinafter referred to as the Mexican Cooperating Agency, and the United States Weather Bureau, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, agree to the following in accordance with paragraph 8 of the Agreement to which the present Memorandum of Understanding is an annex :

1. *Name of the Undertaking* : The project carried on under this Memorandum of Understanding shall be known as " The Mexican-United States Cooperative Project for Meteorological Observations ".

2. *Conduct of Work* : The meteorological observations provided for by this Memorandum of Understanding shall be carried out by the Mexican Cooperating Agency with such advice and assistance from the United States Cooperating Agency as is described herein and as may subsequently be agreed between the two Agencies.

3. *Specific Undertakings on the part of the Mexican Cooperating Agency* :

The Mexican Cooperating Agency agrees:

a) To provide the necessary personnel, office quarters, and facilities, including heat, water, light, and electric power, for the maintenance and operation of the meteorological stations listed below.

b) To conduct the meteorological programs set out below at the standard times shown and, in addition, such special meteorological observations as may be needed for research and in emergency situations created by meteorological phenomena, such as disturbances, storms, and cyclones :

Station	Program of Observations			
	00Z	06Z	12Z	18Z
a. Chihuahua	RWS*	P	RWS*	P
b. Empalme (Guaymas)	RWS*	P	RWS*	P
c. Guadalupe	P	P	P	P
d. La Paz	P	P	P	P
e. Mérida	RWS	(P)	RWS	(P)
f. Monclova	P	P	P	P
g. Monterrey	RWS*	(P)	RWS*	(P)
h. Mazatlán	RWS	(P)	RWS*	(P)
i. Soto la Marina	P	P	P	P
j. Tacubaya	RWS	(P)	RWS*	(P)
k. Torreón	P	P	P	P
l. Veracruz	RWS	(P)	RWS*	(P)

NOTES :

(1) RWS denotes one rawinsonde observation.

(2) P denotes one pilot balloon observation.

(3) The programs listed in brackets are being carried out by another agency of the Mexican Government and are at this time outside the purview of this Memorandum of Understanding. They are shown here for completeness of information only.

(4) The programs shown with an asterisk (*) are not being undertaken at the date of signing of this Memorandum.

c) Both Cooperating Agencies recognize the advantages of the full program of observations in each category, as recommended by the World Meteorological Organization. As additional supplies and personnel become available, the frequency of observations will be increased accordingly by agreement between the two Cooperating Agencies.

d) All observations are to be taken and transmitted in accordance with the appropriate international recommendations of the World Meteorological Organization and those of the technical manuals of the United States Cooperating Agency.

e) To provide the necessary communications facilities for expeditious and reliable collection of the observations from the stations listed under 3.b), and to transmit the reports of all observations specified under 3.b) as soon as practicable by any telecommunications facilities to the United States meteorological communications centers, as mutually agreed upon by the two Cooperating Agencies, for relay to the regional broadcast centers for further international distribution.

f) To provide the United States Cooperating Agency with copies of rawinsonde and pilot balloon records, on forms agreed upon by the Cooperating Agencies of the two Governments; and to make available to the United States Cooperating Agency the rawinsonde graphs for reference purposes.

g) To provide the United States Cooperating Agency with copies of any tables of data, papers, or studies published by the Mexican cooperating Agency in which appears data from the observations of the Mexican cooperative stations.

h) To provide an office for the United States technical representative, and space for the storage of meteorological equipment and supplies, at the Headquarters of the Mexican Cooperating Agency.

i) To provide at Monterrey, Chihuahua and Empalme (Guaymas) working space for the United States electronics technician and space for the necessary supplies.

j) To provide a meteorological technician to work in close cooperation with the United States technical representative in Mexico City in the cooperative program.

4. *Specific Undertakings on the part of the United States Cooperating Agency :*

The United States Cooperating Agency agrees :

a) To assume responsibility for, and pay the cost of, installing and servicing the meteorological equipment supplied to the stations listed under 3.b) of this Memorandum.

b) To provide the necessary instrumental equipment and supplies, including radio tracking and recording equipment, radome, generator and chemicals for producing hydrogen gas, standby electric power generators, radiosondes, balloons, parachutes, and forms, for the maintenance and operation of the meteorological stations listed under 3.b) of this Memorandum.

c) In addition, to provide, erect, and install the prefabricated structures for the inflation and tracking facilities required at Monterrey, Chihuahua, and Empalme (Guaymas). The United States Cooperating Agency will retain title to these structures as they are of a temporary and removable nature and are consequently personal property.

d) To pay for the transportation of equipment, spare parts, and supplies from the United States to the Mexican meteorological stations listed under paragraph 3.b) of this Memorandum.

e) To assign a United States technical representative to the Headquarters of the Mexican Cooperating Agency to assist in the carrying out of the cooperative program.

f) To assign an electronics technician to each of the cooperative stations at Empalme (Guaymas), Chihuahua, and Monterrey for the maintenance of the equipment and the training of the personnel, under the general direction of the United States technical representative in Mexico City.

5. Participation on the part of either Cooperating Agency in the projects provided for under this Memorandum shall be subject to the availability of funds appropriated by the legislative bodies of the respective Governments.

6. This Memorandum of Understanding shall be considered in force from January 1, 1964.

Mexico, D.F., February 14, 1964.

For the Weather Bureau,
Department of Commerce
of the United States of America :

C. A. BOONSTRA

For the Dirección General
de Geografía y Meteorología,
Secretaría de Agricultura y Ganadería
de los Estados Unidos Mexicanos :

I. J. MAS

II

*The Mexican Minister for Foreign Relations to the American Chargé d'Affaires
ad interim*

[SPANISH TEXT — TEXTE ESPAGNOL]

SECRETARÍA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MÉXICO

501552

México, D. F., a 14 de febrero de 1964

Señor Encargado de Negocios :

Tengo el honor de acusar a Vuestra Señoría recibo de su atenta nota número 1134 fechada el día de hoy, que en su traducción al español dice lo siguiente :

« Tengo el honor de hacer referencia al Programa Cooperativo de Meteorología entre el Gobierno de los Estados Unidos de América y el Gobierno de los Estados Unidos Mexicanos para el establecimiento y operación de estaciones de observación en la superficie, en el aire, y de radiosondeo en México, y al Acuerdo relativo al Programa celebrado entre nuestros dos Gobiernos mediante canje de notas fechadas el 23 y el 29 de agosto de 1957, prorrogado y modificado el 8 de agosto de 1962 y el 15 de marzo de 1963.

6. Se considerará que el presente Memorándum de Entendimiento surte efectos desde el 1o. de enero de 1964.

México, D.F., a 14 de febrero de 1964

Por la Dirección General de Geografía y Meteorología de la Secretaría de Agricultura y Ganadería de los Estados Unidos Mexicanos :
Por la Oficina Meteorológica, Departamento de Comercio de los Estados Unidos de América :

I. J. MAS

C. A. BOONSTRA

[TRANSLATION¹ — TRADUCTION²]

MINISTRY FOR FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

501522

México, D.F., February 14, 1964

Mr. Chargé d'Affaires :

I have the honor to acknowledge receipt of your note No. 1134 of this date, which in Spanish translation reads as follows :

[See note I]

In reply to your note transcribed above, I am happy to inform you that the Government of Mexico accepts its terms and that, consequently, your note No. 1134 and this note constitute an agreement between the two Governments for the continuation of a meteorological cooperation project in Mexico, which supersedes the Agreement of August 29, 1957.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

Manuel TELLO

Mr. Clarence A. Boonstra
Chargé d'Affaires ad interim of the United States of America
City

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

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