

No. 8496

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**UNITED STATES OF AMERICA  
and  
MEXICO**

**Exchange of notes (with Memorandum of Understanding)  
constituting an agreement regarding the continuation of  
a co-operative meteorological program for the establish-  
ment and operation of weather stations. Mexico,  
4 February 1966**

*Official texts : English and Spanish.*

*Registered by the United States of America on 30 December 1966.*

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

**Échange de notes (avec Mémorandum d'accord) constituant  
un accord concernant la reconduction du programme de  
coopération météorologique relatif à l'établissement et à  
l'exploitation de stations météorologiques. Mexico, 4 fé-  
vrier 1966**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 30 décembre 1966.*

No. 8496. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND MEXICO REGARDING THE CONTINUATION OF A CO-OPERATIVE METEOROLOGICAL PROGRAM FOR THE ESTABLISHMENT AND OPERATION OF WEATHER STATIONS. MEXICO, 4 FEBRUARY 1966

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## I

*The American Ambassador to the Mexican Secretary of Foreign Relations*

No. 1153

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 and upper air observation stations in Mexico and to the various Agreements between our two Governments regarding the Program, the most recent of which was effected by exchange of notes on February 14, 1964.<sup>2</sup>

Considering the mutual benefits derived from the Cooperative Meteorological Program, I have the honor to propose its continuation beyond December 31, 1965, upon the following terms :

1. *Name of the Program*

The program to be carried out under the present Agreement shall be known as "The Mexican-United States Cooperative Meteorological Program."

2. *Cooperating Agencies*

The Cooperating Agencies shall be (1) for the Government of the United States of America, the Environmental Science Services Administration, Department of Commerce, hereinafter referred to as the "United States Cooperating Agency," and (2) for the Government of the United Mexican States, the Directorate General of Geography and Meteorology, Department of Agriculture and Animal Husbandry, hereinafter referred to as the "Mexican Cooperating Agency."

3. *General Purposes*

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

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<sup>1</sup> Came into force on 4 February 1966 by the exchange of the said notes, and deemed operative from 1 January 1966, in accordance with the provision thereof.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 524, p. 197.

(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 meteorological conditions at the earth's surface and in the upper air, and such special meteorological observations as may be needed for research or in potential or actual emergency situations resulting from meteorological phenomena.

(B) To provide for the daily exchange of surface and upper-air observations between the two Cooperating Agencies for use in their respective countries in the preparation of weather forecasts, including hurricane warnings, and in 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 the United States Cooperating Agency, and title to all personal property acquired by the Mexican Cooperating Agency shall remain vested in the Mexican Cooperating Agency.

#### 5. *Payments*

All expenses 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 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.<sup>1</sup> 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 Cooperative Meteorological Program whose salaries are paid by the United States Cooperating Agency shall be considered as being solely functionaries and employees of the United States Cooperating 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 functionaries and employees of the United States Cooperating Agency.

<sup>1</sup> United Nations, *Treaty Series*, Vol. 125, p. 301.

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 program are set forth in the attached Memorandum of Understanding 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, 1968. 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, 1966.

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

Fulton FREEMAN

Enclosure :

Memorandum of Understanding

Embassy of the United States of America  
Mexico, D.F., February 4, 1966

#### MEMORANDUM OF UNDERSTANDING

The Directorate General of Geography and Meteorology, of the Department of Agriculture and Animal Husbandry, hereinafter referred to as the Mexican Cooperating Agency, and the Environmental Science Services Administration, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, agree to the following in accordance with paragraph 8 of the Agreement relating to the Mexican-

United States Cooperative Meteorological Program to which the present Memorandum of Understanding is an annex :

### 1. *Conduct of Work*

The meteorological observations provided for by this Memorandum of Understanding, and those which the two Cooperating Agencies may subsequently agree upon, 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.

#### 2. *Specific Undertakings on the Part of the Mexican Cooperating Agency*

The Mexican Cooperating Agency agrees :

A) To provide the personnel (other than those indicated in 3 F) of this Memorandum) and the office quarters and services, including water supply, electric light and power, and telephone, for the maintenance and operation of the meteorological stations listed in 2 B) of this Memorandum.

B) To make and report in accordance, as appropriate, with the recommendations of the World Meteorological Organization and the provisions of the technical manuals of the United States Cooperating Agency, the routine observations required by the meteorological program set forth below and, in addition, such special meteorological observations as may be needed for research or in potential or actual emergency situations resulting from meteorological phenomena :

#### *Program of Observations*

<i>Station</i>	<i>0000 GMT</i>	<i>0600 GMT</i>	<i>1200 GMT</i>	<i>1800 GMT</i>
1) Chihuahua . . . . .	RWS	P	RWS	P
2) Empalme (Guaymas) . . . . .	RWS	P	RWS	P
3) Guadalajara . . . . .	P *(/P)	(P)	P *(/P)	(P)
4) Guadalupe . . . . .	RWS */P	P	RWS */P	P
5) La Paz . . . . .	P	P	P	P
6) Merida . . . . .	RWS	(P)	RWS	(P)
7) Monclova . . . . .	P	P	P	P
8) Monterrey . . . . .	RWS	(P)	RWS	(P)
9) Mazatlan . . . . .	RWS	(P)	RWS *	(P)
10) Soto la Marina . . . . .	P	P	P	P
11) Tacubaya (Mexico City) . . . . .	RWS	(P)	RWS *	(P)
12) Torreon . . . . .	P	P	P	P
13) Veracruz . . . . .	RWS	(P)	RWS *	(P)

#### NOTES

(a) RWS denotes a rawinsonde observation to be made at the time indicated.

(b) P denotes a pilot balloon observation to be made at the time indicated.

(c) The observations shown with brackets are being made at present by another agency of the Mexican Government under arrangements which are outside the purview of this Memorandum. RWS \*/P indicates that pilot balloon observations are to be made until rawinsonde observations are introduced.

(d) The observations marked with an asterisk (\*) are not being undertaken at the date of signing of this Memorandum, but will be introduced, when additional supplies and personnel become available in accordance with a schedule to be agreed between the two Cooperating Agencies. P \*/(P) indicates that pilot balloon observations presently being taken by another agency of the Mexican Government will eventually be taken by the Mexican Cooperating Agency.

C) To provide necessary maintenance for the inflation buildings at the stations at Merida, Mazatlan, Tacubaya, and Veracruz.

D) To provide at each of the stations at Chihuahua, Empalme (Guaymas), and Monterrey working space for the United States electronics technician and space for the storage of meteorological equipment and supplies.

E) 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.

F) To service and operate any telecommunications equipment which may be provided by the United States Cooperating Agency for the expeditious and reliable collection and transmission of reports of observations from the stations listed in paragraph 2 B) of this Memorandum and to provide, maintain, and operate any additional telecommunications facilities required for the same purpose.

G) To transmit, by telecommunications facilities, the reports of all the observations specified in paragraph 2 B) of this Memorandum, as soon as practicable, to such United States Meteorological Telecommunications Centers as may be agreed by the two Cooperating Agencies, for further international distribution.

H) To provide the United States Cooperating Agency with copies of the rawinsonde and pilot balloon records, on such forms as may be agreed by the two Cooperating Agencies, and to make available to the United States Cooperating Agency, for reference purposes, the rawinsonde graphs.

I) 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 appear data derived from the observations of the stations listed in paragraph 2 B) of this Memorandum.

J) To assign a Mexican meteorological technician to supervise and coordinate the program in close cooperation with the United States technical representative assigned in accordance with paragraph 3 E) of this Memorandum and to provide the administrative and financial support for the necessary periodical visits (which should not be less than two per annum to each station) by this technician to the stations listed in paragraph 2 B) of this Memorandum.

### 3. *Specific Undertakings on the Part of the United States Cooperating Agency*

The United States Cooperating Agency agrees :

A) To provide, install, and maintain the meteorological equipment and supplies, including radio tracking and recording equipment, radomes, generators and chemicals for producing hydrogen gas, standby electric power generators, radiosondes, balloons, parachutes, and forms, necessary for the maintenance and operation of the meteorological stations listed in paragraph 2 B) of this Memorandum.

B) To provide, install, and maintain at each of the stations at Chihuahua, Empalme (Guaymas), and Monterrey a prefabricated temporary and removable structure for housing the inflation and tracking facilities, to which structures the United States Cooperating Agency shall retain title as personal property.

C) To provide and install at Mexico City a 2½ KW single side band radio transmitter for the purpose of transmitting reports of the observations specified in paragraph 2 B) of this memorandum to a United States meteorological telecommunications center and to provide all spare parts and replacement parts required for the maintenance of this equipment.

D) To pay for the transportation from the United States to the Mexican meteorological stations listed under paragraph 2 B) of this Memorandum, of the equipment and supplies included in paragraphs 3 A), 3 B), and 3 C) above.

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 and to provide the administrative and financial support for the necessary periodical visits (which should not be less than two per annum to each station) by this technical representative to the stations listed in paragraph 2 B) of this Memorandum.

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

4. Participation on the part of either Cooperating Agency in the program provided for under this Memorandum shall be subject to the availability of funds appropriated by the legislative body of the Government concerned.

5. This Memorandum of Understanding shall be considered in force from January 1, 1966.

Mexico, D.F., February 4, 1966

For the Environmental Science Services  
Administration, Department of Commerce  
of the United States of America :

Fulton FREEMAN

For the Directorate General of Geography  
and Meteorology, Department of Agriculture  
and Animal Husbandry of the  
United Mexican States :

J. MAS

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

DEPARTMENT OF FOREIGN RELATIONS  
UNITED MEXICAN STATES  
MEXICO

500666

Mexico, D.F., February 4, 1966

Mr. Ambassador :

I have the honor to acknowledge receipt of your Excellency's note No. 1153 of this date, which reads as follows in Spanish translation :

[*See note I*]

In reply to Your Excellency's note transcribed above, I am happy to inform you that the Government of Mexico accepts the terms thereof ; accordingly, Your Excellency's note No. 1153 and this note shall constitute an agreement between the two Governments for the continuation of the Mexican-United States Cooperative Meteorological Program, which will supersede the Agreement of February 14, 1964.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

Antonio CARILLO FLORES

His Excellency Fulton Freeman  
Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
City

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

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