

No. 8735

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
UNITED STATES OF AMERICA**

Exchange of notes constituting an agreement for the continued operation of hurricane research stations in the Cayman Islands established under the Agreement of 30 December 1958 as amended by the Agreement of 15 February 1960. Washington, 23 November and 12 December 1966

Official text: English.

Registered by the United Kingdom of Great Britain and Northern Ireland on 22 August 1967.

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
ÉTATS-UNIS D'AMÉRIQUE**

Échange de notes constituant un accord relatif à la poursuite de l'exploitation des stations de recherche sur les cyclones créées dans les îles Caïmans aux termes de l'Accord du 30 décembre 1958, amendé par l'Accord du 15 février 1960. Washington, 23 novembre et 12 décembre 1966

Texte officiel anglais.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 22 août 1967.

No. 8735. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE CONTINUED OPERATION OF HURRICANE RESEARCH STATIONS IN THE CAYMAN ISLANDS ESTABLISHED UNDER THE AGREEMENT OF 30 DECEMBER 1958² AS AMENDED BY AGREEMENT OF 15 FEBRUARY 1960.³ WASHINGTON, 23 NOVEMBER AND 12 DECEMBER 1966

I

The Secretary of State of the United States of America to Her Majesty's Ambassador at Washington

DEPARTMENT OF STATE

Washington, November 23, 1966

Excellency:

I have the honor to refer to the agreement 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, which was effected by an exchange of notes on December 30, 1958. This agreement entered into force on December 30, 1958, was amended by an agreement effected by an exchange of notes on February 15, 1960, 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 a cooperative meteorological program in the Cayman Islands (the purpose of which would be to provide essential meteorological information for general forecasting, international aviation, and research into the origin, structure, and movement of hurricanes, and ultimately to achieve greater accuracy and timeliness in forecasts of hurricanes and in warnings of accompanying destructive winds, tides, and floods) be continued with effect from July 1, 1962, and be operated in accordance with the following principles:

¹ Came into force on 12 December 1966 by the exchange of the said notes.

² United Nations, *Treaty Series*, Vol. 338, p. 281.

³ United Nations, *Treaty Series*, Vol. 371, p. 356.

1. *Cooperating Agencies.* The agencies responsible for the detailed execution of the project (hereinafter referred to as "the Cooperating Agencies") shall be (1) for the Government of the United Kingdom, the Caribbean Meteorological Service (hereinafter referred to as "the Cayman Islands Cooperating Agency"), and (2) for the Government of the United States of America, the Environmental Science Services Administration of the United States Department of Commerce (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 combined rawinsonde and meteorological surface observing station at Owen Roberts Airfield, Grand Cayman, to furnish reports of regularly scheduled and special rawinsonde observations, and surface hourly, synoptic and selected special weather reports during such periods of the day as may be decided, and

(b) To provide for the transmission of the reports specified to a mutually agreed relay point from which they can be transmitted onwards to the United States and then given international distribution as necessary.

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

4. *Expenditure.* 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 Cayman Islands Cooperating Agency shall be paid by the Government of the Cayman Islands.

5. *Customs Duties and Other Taxes on Goods*

(a) All equipment, including automobiles, and supplies imported into the Cayman Islands 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 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 either

- (i) within a period beginning 60 days before and ending 120 days after the owner's arrival or
- (ii) within a period of six months immediately following his arrival.

6. *Taxation*

(a) No national of the United States of America serving or employed in the Cayman Islands in connection with the maintenance or operation of meteorological establishments provided for herein and residing in the Cayman Islands by reason only of such employment, or his wife or minor children, shall be liable to pay income tax in the Cayman Islands, except with respect to income tax derived from Cayman Islands sources; and

(b) No such person shall be liable to pay in the Cayman Islands any poll tax or similar tax on his person, or any tax on ownership or use of property situated outside the Cayman Islands; and

(c) No person ordinarily resident in the United States of America shall be liable to pay in the Cayman Islands 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 United States Cooperating Agency in close collaboration with the Cayman Islands 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, which shall indemnify and hold harmless the Cayman Islands Cooperating Agency, its officers and agents from any liability whatsoever resulting from the use of the station equipment, including vehicles, by the agents or employees of the United States Cooperating Agency. Employees furnished by the Cayman Islands Cooperating Agency shall be considered as being in the sole employment of the Cayman Islands Cooperating Agency, which shall likewise indemnify and hold harmless the United States Cooperating Agency, its officers and agents from any liability whatsoever resulting from the use of the station equipment, including vehicles, by the agents or employees of the Cayman Islands Cooperating Agency.

8. *Protection of Radio Frequencies.* The Government of the Cayman Islands agrees to protect the radio operating frequencies 401–406 Mc/s and 1660–1700 Mc/s to insure their use free of interference for rawinsonde observations in accordance with the provisions of the Radio Regulations annexed to the International Telecommunication Convention, done at Geneva on December 21, 1959.¹

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 the Cayman Islands.

If the foregoing proposal is acceptable to the Government of the United Kingdom, I have the honor to propose that the present note and Your Excellency's reply in that sense shall constitute an agreement between our two Governments which shall enter into force on the date of your reply and which 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.

For the Secretary of State:

Anthony M. SOLOMON

¹ United Kingdom, *Treaty Series*, No. 74 (1961), Cmnd. 1484.

II

Her Majesty's Ambassador at Washington to the Secretary of State of the United States of America

BRITISH EMBASSY

Washington, D.C., 12 December, 1966

Sir,

I have the honour to acknowledge the receipt of your Note of the 23rd of November, 1966, which reads as follows:

[*See note I*]

2. I have the honour to inform Your Excellency that the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that your Note, together with this reply, shall constitute an Agreement between the two Governments which shall enter into force on this day's date.

I avail myself of this opportunity to renew to you, Sir, the assurance of my highest consideration.

Patrick DEAN