

**No. 10068**

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**UNITED STATES OF AMERICA  
and  
BARBADOS**

**Exchange of notes constituting an agreement for the establishment of a programme of co-operation known as the “Barbados Oceanographic Meteorological Experiment (BOMEX)”. Bridgetown, 12 June and 9 July 1968**

*Authentic text: English.*

*Registered by the United States of America on 1 December 1969.*

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

**Échange de notes constituant un accord relatif à la mise sur pied d'un programme de coopération dit « Expérience océanographique et météorologique de la Barbade (BOMEX) ». Bridgetown, 12 juin et 9 juillet 1968**

*Texte authentique: anglais.*

*Enregistré par les États-Unis d'Amérique le 1<sup>er</sup> décembre 1969.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE UNITED STATES OF AMERICA AND  
BARBADOS FOR THE ESTABLISHMENT OF A PRO-  
GRAMME OF CO-OPERATION KNOWN AS THE  
“BARBADOS OCEANOGRAPHIC METEOROLOGICAL  
EXPERIMENT (BOMEX)”

I

*The American Ambassador to the Prime Minister and Minister  
of External Affairs of Barbados*

No. 70

June 12, 1968

Excellency:

I have the honor to refer to recent conversations between the representatives of the Government of the United States of America and the Government of Barbados concerning the need for more detailed information regarding the interaction between the atmosphere and the ocean, particularly in the tropical regions, and the desire of the Government of the United States to undertake, in cooperation with the Government of Barbados, an intensive study of air-sea characteristics and interrelationships in the Caribbean area lying between longitudes 55° W and 65° W and latitudes 10° N and 20° N, as a contribution to the development of the World Weather Program of the WMO.\*

I understand that the Government of Barbados is agreeable in principle to participate jointly with the Government of the United States in the proposed study which would entail the deployment of a number of survey and research vessels equipped for oceanographic and meteorological research and specially equipped meteorological research aircraft to the area, and the provision of logistic and administrative support from Barbados. Accordingly, I have the honor to propose the establishment of a program of cooperation between our two Governments on the following terms:

<sup>1</sup> Came into force on 9 July 1968, the date of the note in reply, in accordance with the provisions of the said notes.

\* World Meteorological Organization.

1. *Name of Program.* The program shall be known as the "Barbados Oceanographic and Meteorological Experiment (BOMEX)".

2. *Purpose of Program.* The purpose of the program shall be to conduct an intensive study of air-sea characteristics and interrelationships in the vicinity of Barbados, through cooperation between the designated Cooperating Agencies of the Government of the United States and the Government of Barbados, with the assistance of such agencies of other governments and institutions in other countries as the two Cooperating Agencies may agree to invite to participate.

3. *Cooperating Agencies.* The Cooperating Agencies shall be:

- (a) for the Government of the United States, the Environmental Science Services Administration, Department of Commerce, hereinafter designated the United States Cooperating Agency; and
- (b) for the Government of Barbados, the Ministry of Home Affairs, hereinafter designated the Barbados Cooperating Agency.

4. *Authorization for Use of Barbadian Facilities.* The Government of Barbados authorizes the use of the facilities in Bridgetown Harbor by United States survey and research vessels, the Seawell Airport facilities by United States research aircraft, and such land and other facilities as may be required for the purposes of the program.

5. *Entry and Departure of United States Vessels, Aircraft, and Personnel.* The Government of Barbados shall, upon request, take the necessary steps to facilitate the entry into and departure from Barbados of United States vessels, aircraft and personnel that may be assigned to or may visit Barbados for the purposes of the program. United States personnel who may be brought into Barbados for the purposes of the program shall be exempt from visa requirements, immigration inspection, and any registration or control as aliens.

6. *Expenditures.* All expenditures incident to the obligations assumed by the United States Cooperating Agency under this agreement shall be paid by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Barbados Cooperating Agency under this agreement shall be paid by the Government of Barbados.

7. *Title to Property.* Title to all real property and any improvements thereto, furnished, acquired, or constructed for the purpose of conducting the program covered by this Agreement shall be vested in the Government of Barbados. Unless otherwise agreed between the two Cooperating Agencies in a specific case, title to any item of equipment or other item of personal property supplied by or acquired with funds supplied by (a) the United States Cooperating Agency, shall remain vested in that Agency; (b) the Barbados Cooperating Agency, shall remain vested in the Government of Barbados.

8. *Importation and Exportation of Materials, Equipment, Supplies, Goods, and Other Property.*

- (a) The Government of Barbados, shall, upon request, take the necessary steps to facilitate the admission into Barbados of materials, equipment, supplies, goods, or other property of the Government of the United States or held in its behalf for the purposes of the program.
- (b) The Government of the United States shall be entitled to remove such materials, equipment, supplies, goods, or other property free of any restrictions at any time.

9. *Fiscal Exemptions.*

- (a) All supplies and equipment, including motor vehicles, furnished by the United States Cooperating Agency and imported into Barbados for use in the Cooperative program shall be admitted free of taxes, customs and import duties and other charges.
- (b) No excise, consumption or other duty shall be levied or charged upon petroleum, oil and lubricants purchased by or on behalf of the Government of the United States for use in the cooperative program. The Barbadian authorities concerned shall as feasible exclude such excise, consumption or other duty at the time of purchase or by refund after the purchase.
- (c) No license fee or similar charge shall be levied in respect of the lease of any Barbadian motor vehicle by or on behalf of the Government of the United States for use in connection with the program.
- (d) United States motor vehicles used in Barbados in connection with the program shall be exempt from all fees, taxes and other charges.
- (e) No person ordinarily resident in the United States of America shall be liable to pay in Barbados any tax in the nature of a license in respect of any service or work for the Government of the United States of America in connection with the cooperative program or under any contract made with the Government of the United States of America in connection with the cooperative program.

10. *Landing Fees, Toll Charges, and Other Similar Charges.*

- (a) No landing fees or similar airport charges shall be payable by reason of the use of Seawell Airport by United States aircraft engaged in the cooperative program.
- (b) United States vessels which are engaged in the cooperative program and which use the port facilities of Bridgetown Harbor shall not be subject to any toll charges, including harbor dues (except insofar as such charges or dues represent payment for services rendered).

11. *Liability.* Any participating agency of either Government shall be responsible for claims for damage to property or injury to persons with respect only to activities under the program directly engaged in or performed by that agency or its employees. No liability shall attach to a participating agency of either Government based solely on title to the equipment, facilities or other property used in the program.

12. *Participation of Agencies of Other Governments and of Non-Governmental Institutions Located in Other Countries.* The provisions of this agreement shall apply, *mutatis mutandis*, to agencies of other Governments and non-governmental institutions located in other countries which have been invited to participate in the program by agreement between the two Cooperating Agencies.

13. *Appropriation of Funds.* To the extent that the carrying out of any provisions of this Agreement will depend on funds appropriated by the Congress of the United States, it shall be subject to the availability of such funds.

14. *Memorandum of Arrangement.* A Memorandum of Arrangement, specifying further details of the program to be operated under this agreement, shall be agreed by the two Cooperating Agencies and may be amended at any time by further agreement between them.

15. *Duration.* This Agreement shall enter into force as provided below, and shall remain in force until both Cooperating Agencies determine that the program has been completed, unless terminated earlier by mutual agreement or by either Government after sixty days' notice in writing by the one Government to the other Government of its intention to terminate the Agreement.

If the foregoing provisions are acceptable to the Government of Barbados, I have the further honor to propose that Your Excellency's reply to that effect and my note shall constitute an Agreement between our two Governments regarding this matter, which shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Fredric R. MANN

Honorable Errol W. Barrow, M.P.,  
Prime Minister and Minister of External Affairs  
Bridgetown

## II

MINISTRY OF EXTERNAL AFFAIRS  
GOVERNMENT HEADQUARTERS  
BARBADOS

9th July 1968

No. ME. 36

Your Excellency,

I have the honour to refer to your letter No. 70 of the 12th June, 1968, on the subject of the establishment of a programme of co-operation between our two Governments known as the "Barbados Oceanographic and Meteorological Experiment (Bomex)".

2. The Government of Barbados agrees to participate in the above-named programme on the terms of the arrangements set out in your letter under reference subject to the understanding agreed in conversation between representatives of the Government of Barbados and the Government of the United States of America that provision will be made in the Memorandum of Arrangement for the Meteorological Office, Barbados, to be supplied with operational meteorological information obtained from research and for research findings and papers to be made available to the Caribbean Meteorological Institute.

3. The Government of Barbados agrees that your Note No. 70 of 12th June, 1968, and this reply shall constitute an Agreement between our two Governments on this programme, which shall enter into force on the date of this reply.

4. Please accept, Your Excellency, the assurances of my highest consideration.

Oliver JACKMAN  
Permanent Secretary  
Ministry of External Affairs

His Excellency The Ambassador  
to the United States of America  
Bridgetown