

No. 10851

UNITED STATES OF AMERICA
and
MEXICO

Exchange of notes constituting an agreement concerning continuation of the Co-operative Meteorological Observation Program between the United States of America and the United Mexican States (with memorandum of arrangement). Mexico, D. F., and Tlatelolco, 31 July 1970

Authentic texts: English and Spanish.

Registered by the United States of America on 1 December 1970.

ÉTATS-UNIS D'AMÉRIQUE
et
MEXIQUE

Échange de notes constituant un accord sur la poursuite du Programme de coopération en matière d'observations météorologiques entre les États-Unis d'Amérique et les États-Unis du Mexique (avec mémorandum d'accord). Mexico et Tlatelolco, 31 juillet 1970

Textes authentiques : anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 1^{er} décembre 1970.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
MEXICO CONCERNING CONTINUATION OF THE CO-
OPERATIVE METEOROLOGICAL OBSERVATION PRO-
GRAM BETWEEN THE UNITED STATES OF AMERICA
AND THE UNITED MEXICAN STATES

I

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

Mexico, D.F., July 31, 1970

No. 950

Excellency :

I have the honor to refer to the various agreements² concerning the Cooperative Meteorological Observation Program between the United States of America and the United Mexican States, the most recent of which was effected by an exchange of notes dated July 1, 1970³ for the continuation of the existing program until July 31, 1970.

If the Government of the United Mexican States concurs that the aforesaid Cooperative Program continues to be of mutual benefit, I have the honor to propose that it be based in the future on the following terms :

1. *Purpose.* The purpose of the program shall be the facilitation of the operation and maintenance of a network of rawinsonde and pilot balloon observation stations in Mexico, and the international dissemination of the results of the observations from the stations of this network, through cooperation between the designated cooperating agencies of the two Governments.

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, Secretariat of Agriculture and Animal Husbandry, hereinafter referred to as the Mexican Cooperating Agency.

3. *Conduct of Program.* 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 exclusively of the Mexican officials.

¹ Came into force on 1 August 1970, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 66, p. 13, and annex A in volumes 204, 290, 458 and 473; also vol. 66, pp. 307 and 331; vol. 524, p. 197; vol. 586, p. 57, and annex A in volumes 706 and 740.

³ *Ibid.*, vol. 753, No. A-8496.

4. *Title to Property.* (a) 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 Mexican Cooperating Agency, except when the Government of the United Mexican States determines, in a given case, that such title shall be vested, or remain vested, in another Mexican agency. Title to any part of the equipment or any personal property in general shall be vested in the Cooperating Agency which supplied it, or provided the funds for its acquisition, unless otherwise agreed between the two Cooperating Agencies for the more effective execution of the Program, in specific cases or with respect to specific categories of equipment or personal property.

(b) In the event of termination of the program, the United States Cooperating Agency shall transfer to the Mexican Cooperating Agency, on terms agreed to by both agencies, title to any item of personal property of the United States Cooperating Agency which is located in Mexico because of the program and which the Mexican Cooperating Agency elects to acquire.

5. *Expenditures.* All expenditures incident to the obligations assumed 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 Mexican Cooperating Agency shall be paid by the Government of the United Mexican States.

6. *Importation of Materials and Equipment.* The Government of the United Mexican States shall take all necessary steps to facilitate the importation into Mexico of all materials and equipment, including motor vehicles, furnished by the United States Cooperating Agency for use in the cooperative program.

7. *Exemptions.* (a) All materials and equipment, including motor vehicles furnished by the United States Cooperating Agency for use in Mexico in the cooperative program shall be admitted free of customs and import duties, taxes, and other similar charges.

(b) The exemptions referred to in paragraph 7 (a) shall be requested by a note from the Embassy of the United States of America to the Secretariat of Foreign Relations, which shall take the necessary steps with the competent Mexican authorities.

(c) No license fees, taxes, or other charges shall be payable in respect of use in Mexico, in connection with the cooperative program, of any item imported under the provisions of paragraph 7 (a).

(d) No person ordinarily resident in the United States of America shall be liable to pay in Mexico 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 program.

(e) The two Governments agree that the terms of Article III, paragraph 2, and Article IV, paragraph 2, of the existing Consular Convention between Mexico and the United States of America, signed on August 12, 1942,¹ shall be applicable to personnel of either Government who are duly assigned to perform, in the territory of the other, work related to the cooperative program.

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

8. *Liability.* Each Cooperating Agency shall be responsible for claims for damage to property or injury to persons with respect only to activities under the Cooperative Program directly engaged in or performed by that Cooperating Agency or its employees. No liability shall attach to the Cooperating Agencies based solely on title to the equipment, facilities, or any other property used in the Cooperative Program.

9. *Radio Frequencies.* The radio operating frequencies in the bands 401-406 MHz and 1660-1700 MHz shall be protected in order to insure their use free of interference for rawinsonde operations, in accordance with the provisions of the Radio Regulations¹ annexed to the International Telecommunication Convention.²

10. *Appropriation of Funds.* To the extent that the carrying out of any provisions of this agreement will depend on the appropriation of funds, its execution shall be subject to the availability of such funds pursuant to the national procedures applicable in Mexico or the United States of America, as the case may be, to the appropriation of funds.

11. *Memorandum of Arrangement.* The Memorandum of Arrangement agreed upon by the two Cooperating Agencies specifying further details of the Program is annexed to this note and shall constitute an integral part of this Agreement. Any addition or amendment to the Memorandum of Arrangement agreed upon by the Cooperating Agencies shall enter into force as soon as it has been approved by an exchange of notes between the two Governments.

12. *Term.* This Agreement shall remain in force for three years. Notwithstanding the foregoing, either Government may terminate it at any time by giving sixty days' written notice to the other Government.

If the foregoing is acceptable to the Government of the United Mexican States, I have the honor to propose to Your Excellency that this note and the note in which Your Excellency signifies your Government's approval shall constitute a cooperative meteorological observation agreement between Mexico and the United States of America, which shall become effective as of August 1, 1970.

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

ROBERT MCBRIDE

Annex :

Memorandum of Arrangement.

His Excellency Antonio Carrillo Flores
Secretary of Foreign Relations
Mexico, D.F.

MEMORANDUM OF ARRANGEMENT

The Environmental Science Services Administration of the Department of Commerce of the United States of America, hereinafter referred to as the United States Cooperating Agency, and the Directorate-General of Geography and Mete-

¹ United States of America : *Treaties and Other International Acts Series 4893.*

² United Kingdom, *Treaty Series, No. 74 (1961), Cmnd. 1484.*

orology of the Secretariat of Agriculture and Animal Husbandry of the United Mexican States, hereinafter referred to as the Mexican Cooperating Agency, have agreed as follows pursuant to paragraph 11 of the Agreement between the Government of the United States of America and the Government of the United Mexican States, of which this Memorandum forms an integral part :

1. Name of Program

The program to which this Memorandum refers shall be known as the " Mexican-United States Cooperative Meteorological Observation Program."

2. Conduct of Work

(a) The meteorological operations provided for in this Memorandum of Arrangement, and those which the two Cooperating Agencies may subsequently agree upon in accordance with the procedure specified in paragraph 11 of the Agreement, shall be carried out exclusively by the Mexican Cooperating Agency;

(b) All meteorological reports originating in the network of stations established in Mexican territory in accordance with this Memorandum shall be collected by the Mexican telecommunications station XBA in Mexico City and shall be transmitted thence to the United States meteorological telecommunications center in Miami.

3. Specific Undertakings on the Part of the Mexican Cooperating Agency

The Mexican Cooperating Agency :

(a) shall establish and operate meteorological observation stations at the locations listed in the following schedule, to make the observations indicated :

| Location of Station | Time and type of observation | | | | (GMT) |
|-----------------------------------|------------------------------|------|---------|------|---------|
| | 0000 | 0600 | 1200 | 1800 | |
| (1) Chihuahua | RWS | — | RWS | — | |
| (2) Empalme | RWS | — | RWS | — | |
| (3) Guadalupe Island | RWS*/P | P | RWMS*/P | P | |
| (4) La Paz | P | P | P | P | |
| (5) Merida | RWS | (P) | RWS | (P) | |
| (6) Mexico City Airport | RWS | (P) | RWS* | (P) | |
| (7) Monterrey | RWS | (P) | RWS | (P) | |
| (8) Mazatlan | RWS | (P) | RWS* | (P) | |
| (9) Socorro Island | P | — | P | P | |
| (10) Veracruz | RWS | (P) | RWS* | (P) | |

*The asterisk indicates that a particular facility, service, or procedure will be put into operation from a date to be agreed by the two Cooperating Agencies on the basis *inter alia* of the plans of the Government of the United Mexican States for the construction of the necessary facilities and the provision of the Mexican personnel (or additional Mexican personnel) needed to operate and maintain the station.

NOTES :

- (1) RWS denotes a rawinsonde observation to be made at the time indicated.
- (2) P denotes a pilot balloon observation to be made at the time indicated.
- (3) RWS*/P means that pilot balloon observations will be made until rawinsonde observations are introduced.
- (4) (P) means that pilot balloon observations are currently being made by a Mexican Government agency other than the Cooperating Agency, under arrangements which are outside the purview of this Memorandum.

- (b) shall provide all stations listed in paragraph 3 (a) which are in operation or may be brought into operation in due course with offices (including appropriate working and equipment storage space) and services (including water, electricity, and telephone) necessary for their operation;
- (c) shall provide all personnel needed to carry out the observation programs of the stations and shall arrange for the listed observations to be made each day, including Sundays and holidays, at the time or times specified in paragraph (3) a and occasionally at other times when both Cooperating Agencies consider it advisable to make them more frequently because of an actual or potential emergency situation resulting from observed or anticipated meteorological developments;
- (d) shall undertake necessary maintenance of the buildings and the structures provided to house the inflation and tracking facilities at the rawinsonde stations listed in paragraph 3 (a) above and routine preventive maintenance of the rawinsonde and associated ground equipment at those stations;
- (e) shall provide, as soon as possible, the Mexican specialized and trained technicians needed to ensure complete maintenance of the rawinsonde and other meteorological equipment at the stations;
- (f) shall make the necessary arrangements for the results of the observations to be transmitted without delay to Mexican telecommunications station XBA, which shall be responsible for their retransmission to the United States meteorological telecommunications center in Miami for further international distribution;
- (g) shall arrange for the observations to be made and their results recorded in accordance with the practices and procedures recommended by the World Meteorological Organization, with the additions contained in the technical manuals of the United States Cooperating Agency;
- (h) shall provide, maintain and operate the equipment of the meteorological telecommunications center in Mexico City and shall maintain and operate any supplementary telecommunications equipment provided by the United States Cooperating Agency for use at the center;
- (i) shall assign a technical inspector to supervise and coordinate the operation of the program in close cooperation with the United States technical representative or representatives appointed in accordance with paragraph 4 (f), and shall take whatever steps are necessary for the periodic visits (which should not be less than two a year in the case of rawinsonde stations) by that technician to the stations listed in paragraph 3 (a);
- (j) shall provide an office for the United States technical representative(s) appointed in accordance with paragraph 4 (f) and space for the storage of rawinsonde and pilot balloon equipment and spare parts at the headquarters of the Mexican Cooperating Agency; and
- (k) shall provide the United States Cooperating Agency with copies, on forms to be supplied by the United States Cooperating Agency, of the observations made at the rawinsonde and pilot balloon stations and also shall make available to the United States Cooperating Agency, for reference, the rawinsonde ground equipment records of each station.

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

The United States Cooperating Agency :

- (a) at each station scheduled in paragraph 3 (a) to make rawinsonde observations, shall provide and install the tracking and recording equipment and associated ground equipment, including radome, hydrogen generating equipment (when employed), and stand-by electrical power plant required for maintaining and operating the program of the rawinsonde station, and shall furnish all expendable supplies and recording forms required for the same purpose;
- (b) at each station scheduled in paragraph 3 (a) to make pilot balloon observations, shall provide and install the pilot balloon equipment and all expendable supplies and recording forms required for maintaining and operating the program of the station;
- (c) shall provide all spare parts and replacement parts required for the maintenance of the 2 1/2 KW single side band radio transmitter which has been provided by the United States Cooperating Agency as equipment supplemental to that provided by Mexico for the purpose of transmitting the results of the observations specified in paragraph 3 (g) to the United States meteorological telecommunications center in Miami;
- (d) shall provide to the stations specified in paragraph 3 (a) all the parts and materials required for the maintenance of the United States equipment installed there, and arrange for and bear the costs of the visits to the stations by the United States personnel referred to in paragraph 4 (f);
- (e) shall pay the cost of transporting to the stations to which they are consigned, the equipment, spare parts and forms indicated in paragraphs 4 (a)-4 (d) above;
- (f) shall assign to the headquarters of the Mexican Cooperating Agency up to two technical representatives to serve as liaison personnel and to assist in the maintenance of equipment at the stations listed in paragraph 3 (a) in close cooperation with the Mexican technical inspector;
- (g) shall provide for necessary visits (which should not be less than two a year in the case of the rawinsonde stations) by the United States technical representative or representatives to the stations listed in paragraph 3 (a);
- (h) until such time as the Mexican Cooperating Agency assigns to the station in question a Mexican maintenance technician qualified and trained to undertake the complete maintenance of the rawinsonde and associated ground equipment, the United States Cooperating Agency shall assign a maintenance technician to perform that work, under the general direction of the United States technical representatives in Mexico City, at each of the following stations: Chihuahua, Empalme, and Monterrey;
- (i) shall assist in providing appropriate training for Mexican personnel selected for eventual assignment to rawinsonde stations as maintenance technicians and for the technical inspector referred to in paragraph 3 (i).

IN WITNESS WHEREOF, the undersigned being duly authorized therefore, have executed this Memorandum of Arrangement at Mexico, D.F. this 31st day of July 1970.

[Signed — Signé]¹

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

[Signed — Signé]²

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

II

[SPANISH TEXT — TEXTE ESPAGNOL]

ESTADOS UNIDOS MEXICANOS
SECRETARÍA DE RELACIONES EXTERIORES
MEXICO

Tlatelolco, D.F., a 31 de julio 1970

07768

Señor Embajador :

Tengo el honor de acusar a Vuestra Excelencia recibo de su atenta nota número 950 de esta fecha, cuyo texto traducido al español es el siguiente :

« Tengo el honor de referirme a los distintos acuerdos relativos al Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos de América y los Estados Unidos Mexicanos, el más reciente de los cuales se efectuó por Canje de Notas fechadas el 1o. de julio de 1970, con el fin de prorrogar hasta el 31 de julio de 1970 el Programa en vigor.

Si el Gobierno de los Estados Unidos Mexicanos está de acuerdo en que dicho Programa de Cooperación continúa siendo de beneficio mutuo, tengo el honor de proponer que en el futuro se ajuste a las siguientes bases :

1. *Propósito.* El propósito del Programa será facilitar, por conducto de las Dependencias de Cooperación designadas por los dos Gobiernos, la operación y el mantenimiento en México de una red estaciones de radiosondeo-viento y de observación por globo piloto, y la divulgación internacional de los resultados de las observaciones realizadas por las estaciones de dicha red.

2. *Dependencias de Cooperación.* Las Dependencias de Cooperación serán :
1) por el Gobierno de los Estados Unidos de América, la Administración de

¹ Signed by Robert McBride — Signé par Robert McBride.

² Signed by Juan Mas Sinta — Signé par Juan Mas Sinta.

[TRANSLATION¹ — TRADUCTION²]

The Secretary of Foreign Relations of Mexico to the American Ambassador

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

Tlatelolco, D.F., July 31, 1970

507708

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 950 dated today, which, translated into Spanish, reads as follows:

[*See note I*]

In reply, I have the honor to inform Your Excellency that my Government concurs in the proposals contained in the note transcribed above and agrees that the aforesaid note and this note shall constitute a cooperative meteorological observation agreement between Mexico and the United States of America which shall become effective on August 1, 1970.

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

ANTONIO CARRILLO

His Excellency Robert Henry McBride
Ambassador of the United States of America
Mexico, D.F.

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

² Traduction fournie par le Gouvernement des États-Unis d'Amérique.