

UNITED STATES OF AMERICA
and
COSTA RICA

Exchange of notes constituting an agreement to establish a cooperative program to prevent the entrance into the Republic of Costa Rica of foot-and-mouth disease and rinderpest; to quickly detect the diseases should they gain entrance; and to provide for their eradication should outbreaks occur (with Cooperative Agreement of 1 December 1970 between the United States Department of Agriculture and the Costa Rican Ministry of Agriculture and Livestock). San José, 29 December 1970 and 7 January 1971

Authentic texts of the notes: English and Spanish.

Authentic text of the Cooperative Agreement: English.

Registered by the United States of America on 4 May 1971.

ÉTATS-UNIS D'AMÉRIQUE
et
COSTA RICA

Échange de notes constituant un accord tendant à établir un programme de coopération en vue d'empêcher l'entrée de la fièvre aphteuse et de la peste bovine dans la République du Costa Rica, de dépister rapidement ces maladies au cas où elles s'introduiraient dans le pays et d'en assurer l'élimination au cas où elles se déclareraient (avec Accord de coopération du 1^{er} décembre 1970 entre le Département de l'agriculture des États-Unis et le Ministère costa-ricain de l'agriculture et de l'élevage). San José, 29 décembre 1970 et 7 janvier 1971

Textes authentiques des notes: anglais et espagnol.

Texte authentique de l'Accord de coopération: anglais.

Enregistré par les États-Unis d'Amérique le 4 mai 1971.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
COSTA RICA TO ESTABLISH A COOPERATIVE PRO-
GRAM TO PREVENT THE ENTRANCE INTO THE
REPUBLIC OF COSTA RICA OF FOOT-AND-MOUTH
DISEASE AND RINDERPEST; TO QUICKLY DETECT
THE DISEASES SHOULD THEY GAIN ENTRANCE;
AND TO PROVIDE FOR THEIR ERADICATION SHOULD
OUTBREAKS OCCUR

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The American Ambassador to the Minister of Foreign Relations of Costa Rica

EMBASSY OF THE UNITED STATES OF AMERICA

No. 203

San José, December 29, 1970

Excellency :

I have the honor to inform Your Excellency that the Government of the United States of America confirms the Cooperative Agreement between the United States Department of Agriculture, Agricultural Research Service, Animal Health Division, and the Ministry of Agriculture of Costa Rica through its Animal Health Control Section, signed at Washington, December 1, 1970. I propose that the present note and your note in reply to the same effect shall constitute confirmation of the Cooperative Agreement by our two governments.

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

WALTER C. PLOESER

His Excellency Licenciado Gonzalo Facio Segreda
Minister of Foreign Relations
San José

¹ Came into force on 7 January 1971 by the exchange of the said notes.

In regard to this matter I take pleasure in announcing to Your Excellency our agreement that the present note shall constitute confirmation of the above-mentioned Agreement.

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

[Signed]

GONZALO J. FACIO

Minister of Foreign Relations

His Excellency Walter C. Ploeser
Ambassador of the United States of America
San José

COOPERATIVE AGREEMENT BETWEEN THE MINISTRY OF AGRICULTURE OF THE REPUBLIC OF COSTA RICA THROUGH ITS ANIMAL HEALTH CONTROL SECTION AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE, ANIMAL HEALTH DIVISION

The object of this Agreement is to establish a cooperative program in the Republic of Costa Rica to prevent the entrance into the Republic of Costa Rica of foot-and-mouth disease and rinderpest; to quickly detect the diseases should they gain entrance; and to provide for their eradication should outbreaks occur.

The Ministry of Agriculture and Livestock of the Republic of Costa Rica, through its Animal Health Control Section, and the United States Department of Agriculture, through its Animal Health Division, shall accomplish this Agreement in accordance with the laws of the Republic of Costa Rica. Public Law 90-388 (21 U.S.C. 114d-2 *et seq.*), which defines Central America as those countries located between the Republic of Colombia and the Republic of Mexico, authorizes the Secretary of Agriculture of the United States to cooperate with the governments of these countries in the prevention, control, and eradication of foot-and-mouth disease and rinderpest. Under the authority of Public Law 90-388, the Animal Health Division will conduct cooperative work with the Ministry of Agriculture of the Republic of Costa Rica. The Government of the Republic of Costa Rica shall provide annual appropriations to enable the Ministry of Agriculture of the Republic of Costa Rica to carry out its part of the Agreement. The U.S. Department of Agriculture shall, subject to the availability of appropriations, provide annual appropriations to its Animal Health Division to enable the U.S. Animal Health Division to carry out its part of the Agreement.

GENERAL ORGANIZATION AND FUNCTIONS

1. There is established a Cooperative Agreement between the Ministry of Agriculture of the Republic of Costa Rica and the Department of Agriculture

of the United States for the Prevention of Foot-and-Mouth Disease and Rinderpest in the Republic of Costa Rica.

2. The Ministry of Agriculture of the Republic of Costa Rica will provide the services of at least one veterinarian to be assigned exclusively to the cooperative activities in the Republic of Costa Rica under this Agreement. The Department of Agriculture of the United States, subject to the availability of appropriations, will provide the services of at least one veterinarian who will be assigned exclusively to the cooperative program to prevent foot-and-mouth disease and rinderpest in Central America and Costa Rica. The United States veterinarian will divide his time between the Republic of Costa Rica and the other countries cooperating in the program. The field work in the Republic of Costa Rica will be conducted by a veterinary team or teams consisting of one veterinarian from the Republic of Costa Rica and one United States veterinarian. The selection of veterinarians assigned to work in the cooperative program in the Republic of Costa Rica will be subject to mutual approval of the Costa Rican Animal Health Control Section and the U.S. Animal Health Division.

Cooperative activities will include :

- A. Continuing surveillance for vesicular diseases and rinderpest;
- B. Investigating reports of vesicular diseases and rinderpest;
- C. Collecting diagnostic materials for laboratory examination. (Diagnostic materials from animals suspected of having foot-and-mouth disease or rinderpest shall be submitted for examination to a jointly recognized laboratory.);
- D. Participating in organizing livestock owners into vigilance committees to report evidence of vesicular diseases and rinderpest;
- E. Developing practical plans for the immediate eradication of foot-and-mouth disease and rinderpest;
- F. Training of Costa Rican veterinarians and others in the practical application of foot-and-mouth disease and rinderpest eradication plans;
- G. Developing and distributing informational material to inform livestock owners about foot-and-mouth disease and rinderpest;
- H. Providing technical assistance and advice to promote effective legislation in the Republic of Costa Rica that will allow the Republic of Costa Rica to act promptly to eradicate foot-and-mouth disease and rinderpest;
- I. Assisting in developing or improving import procedures for the Republic of Costa Rica; however, United States representatives will limit their assistance to technical advice in formulating and improving laws, regulations, and procedures for the importation of animals, animal by-products, and associated materials;
- J. Conducting other appropriate activities associated with foot-and-mouth disease and rinderpest prevention in the Republic of Costa Rica.

3. Salaries and expenses for personnel employed by the Republic of Costa Rica and assigned to work on the cooperative program will be paid by the Government of the Republic of Costa Rica. Salaries and expenses for personnel employed by the U.S. Department of Agriculture and assigned to work on the cooperative program will be paid by the U. S. Department of Agriculture.

4. The Costa Rican Animal Health Control Section and the U.S. Animal Health Division will arrange for the appointment of an advisory committee consisting of such persons as they may deem appropriate. The advisory committee will provide advice in formulating and improving laws, regulations, and procedures to prevent the entrance into the Republic of Costa Rica of foot-and-mouth disease and rinderpest; to quickly detect the diseases should they gain entrance; and to provide for their eradication should outbreaks occur.

5. The Republic of Costa Rica will pay all expenses for quarantine, patrolling, and other enforcement duties as may be required.

6. The Costa Rican Animal Health Control Section will furnish adequate office and other space to personnel of the Ministry of Agriculture of the Republic of Costa Rica and of the U.S. Department of Agriculture for administrative work under this Agreement.

7. The Republic of Costa Rica will facilitate the entry into and travel within the Republic of Costa Rica of United States personnel participating in the cooperative program.

8. Officials and employees of the United States Department of Agriculture participating in the cooperative program will enjoy the privileges and immunities accorded to diplomatic personnel of the Embassy of the United States of America in Costa Rica in respect to immunity from the criminal jurisdiction of the Republic of Costa Rica. Such officials and employees will enjoy immunity from the civil and administrative jurisdiction of the Republic of Costa Rica in respect to acts performed in the exercise of their functions under this Agreement.

9. The Republic of Costa Rica will permit the duty-free entry and the disposal of personal effects, household goods, and vehicles of United States personnel participating in the cooperative program and of their immediate household in accordance with the same practices and regulations as are applied by the Government of Costa Rica to diplomatic personnel of the United States Embassy in Costa Rica.

10. Salaries and income derived from sources outside of the Republic of Costa Rica by United States personnel participating in the cooperative program will not be subject to Costa Rican taxes.

11. The Republic of Costa Rica will provide for duty-free entry of materials such as equipment and supplies needed to conduct the necessary activities under the cooperative program. Equipment purchases by each participating country will remain the property of the country that purchased the equipment.

12. The Government of the Republic of Costa Rica will provide free mailing privileges for correspondence and literature issued under the cooperative program.

13. Communications, regulations, and instructions pertaining to operations under this Agreement shall be issued jointly by the Costa Rican Animal Health Control Section and the U.S. Department of Agriculture's Animal Health Division.

14. Neither the Republic of Costa Rica nor the United States will carry out studies or experiments with foot-and-mouth disease or rinderpest virus in the Republic of Costa Rica.

15. The Government of the Republic of Costa Rica agrees to actively seek whatever legislation is necessary to develop *a*) an effective foot-and-mouth disease and rinderpest prevention program and *b*) an effective eradication program should foot-and-mouth disease or rinderpest occur.

16. The Government of the Republic of Costa Rica agrees to actively seek cooperation from individuals and organizations such as livestock breeders, livestock organizations, ministers of defense, and other Government and private individuals and organizations in order to more effectively accomplish the object of this Agreement.

17. This Agreement may be amended by an exchange of correspondence between the Ministers or Secretaries of Agriculture of the two countries, confirmed by an exchange of diplomatic notes between the two Governments.

18. This Agreement shall remain in force until 120 days after either government shall have given written notice to the other of a desire to terminate the Agreement.

19. This Agreement shall enter into force on the date upon which notes are exchanged between the two Governments confirming its provisions.

Washington, D.C., December 1, 1970

[Signed]

J. PHIL CAMPBELL
Under Secretary,
United States Department of Agriculture

[Signed]

FERNANDO BATALLA ESQUIVEL
Minister,
Ministry of Agriculture and Livestock of Costa Rica