

No. 11061

**UNITED STATES OF AMERICA
and
ARGENTINA**

**Exchange of notes constituting an agreement concerning
an OMEGA Navigational Station to be installed jointly
in Chubut Province, Argentina. Buenos Aires, 4 De-
cember 1970**

Authentic texts: English and Spanish.

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

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

**Échange de notes constituant un accord relatif à l'installa-
tion en commun, dans la Province du Chubut (Argen-
tine), d'une station de guidage OMEGA. Buenos Aires,
4 décembre 1970**

Textes authentiques : anglais et espagnol.

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

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
ARGENTINA CONCERNING AN OMEGA NAVIGATION-
AL STATION TO BE INSTALLED JOINTLY IN
CHUBUT PROVINCE, ARGENTINA

I

*The American Ambassador to the Minister of Foreign Affairs
and Worship of Argentina*

EMBASSY OF THE UNITED STATES OF AMERICA
BUENOS AIRES, ARGENTINA

December 4, 1970

No. 235

Excellency :

I have the honor to refer to recent discussions between representatives of the Government of the United States of America and the Government of the Argentine Republic concerning an OMEGA Navigational Station to be installed jointly in Chubut Province, Argentina, and subsequently operated and maintained by the Argentine Government. The Station would form a part of a worldwide complex of OMEGA Navigational Stations to be established as an aid to navigation, which will be capable of being used by any properly equipped ship or aircraft.

Accordingly, the Government of the United States of America proposes that the OMEGA Station be established, operated and maintained in accordance with the following provisions :

1. (a) Under terms and conditions to be agreed upon with the Government of the United States of America, the Government of the Argentine Republic shall construct the OMEGA Station in Chubut Province at a site mutually determined by the two Governments. The Government of the Argentine Republic shall provide the necessary land without charge.

(b) Construction of the OMEGA Station shall be in accordance with the design and technical specifications provided by the Government of the United States. The construction and the costs thereof shall be in accordance with terms and conditions to be agreed upon by the appropriate authorities of the two Governments. The Government of the United States of America shall provide the funds for erection

¹ Came into force on 4 December 1970, the date of the note in reply, in accordance with the provisions of the said notes.

of the antenna and for improvement of the site and the infrastructure of the Station, including buildings, utilities, and roads. Responsibility for supervising construction of the project and erecting the antenna shall be vested in the Argentine Government, although the costs of such supervision shall also be borne by the Government of the United States of America.

(c) The appropriate authorities of the two Governments shall agree on the time limit within which the OMEGA Station must be ready for operation, in the understanding that it will be ready in the shortest time possible.

2. (a) The Government of the United States of America will make available without cost to the Argentine Government the following equipment, materiel, and services for the construction of the OMEGA Station in the Argentine Republic :

- I. Two OMEGA transmitters;
- II. The electronic timing gear which provides the signal to the transmitters;
- III. The helix, variometers, and their associated control equipment;
- IV. The components for the transmitting antenna;
- V. An emergency diesel-driven generator;
- VI. Technical design of the antenna and building plans;
- VII. Installation of the electronic equipment;
- VIII. The technical advice required for construction of the Station.

(b) The Government of the United States of America will deliver the equipment and materiel mentioned in 2 (a) to the Government of the Argentine Republic without cost at the site of the work.

(c) The Government of the United States of America shall retain title to the aforesaid equipment. The Government of the United States of America may remove without restriction equipment or materiel provided under this paragraph when, in the judgment of the appropriate authorities of the two Governments, it is no longer required for the Station.

(d) The aforesaid equipment and materiel may not be used for other purposes within Argentine territory except under conditions to be agreed upon by the two governments.

3. (a) When the construction of the OMEGA Station is completed, the Government of the United States and the Government of the Argentine Republic shall agree on the final adjustments and arrangements for commencing the regular transmission of signals as a part of the worldwide complex of OMEGA.

(b) The Government of the Argentine Republic shall operate and maintain the OMEGA Station (including buildings and equipment) at its expense and with its own personnel.

4. The Argentine Government shall ensure the uninterrupted operation of the OMEGA Station in phase with the worldwide complex of OMEGA Navigational Stations.

5. At the request of the Government of the Argentine Republic, the Government of the United States of America shall train in the United States the personnel employed at the OMEGA Station without cost to the Argentine Government, which shall be responsible only for the transportation costs and per diem expenses of such personnel.

6. At the request of the Argentine Government, the Government of the United States of America shall provide, at the former's expense, the equipment, parts, and materials required during operation and maintenance of the OMEGA Station on the same terms and conditions as those agreed on with the other governments participating in the worldwide complex of OMEGA Navigational Stations.

7. Whenever the appropriate authorities of the two Governments agree that any item of equipment, parts, or materials supplied by the Government of the United States of America for the OMEGA Station is no longer necessary for its operation or maintenance, such item of equipment, parts, or materials shall be returned to the Government of the United States of America in the condition in which it then is and without any compensation on that account, at such time and place as may be agreed.

8. The Government of the Argentine Republic shall exempt from surcharges, customs duties, and taxes all equipment, parts, and materials supplied by the Government of the United States and imported by the Argentine Republic for the OMEGA Station.

9. The Government of the United States of America and the Government of the Argentine Republic shall each be liable for damage to property or injury to persons only when they arise directly from their respective activities or the activities of their personnel. No liability for any damage to property or injury to persons shall result solely by virtue of the fact that title to certain equipment or materials remains vested in either Government.

10. To the extent that participation of the Government of the United States in the establishment, operation, or maintenance of the Station depends upon funds to be appropriated by the Congress of the United States, it shall be subject to the availability of such funds. Similarly, to the extent that participation by the Government of the Argentine Republic in the establishment, operation, and maintenance of the Station depends upon funds to be appropriated by the Argentine Government, it shall be subject to the availability of such funds.

11. The appropriate authorities of the two Governments may conclude supplementary arrangements and agreements in implementation of this Agreement.

12. This Agreement shall remain in force for an initial period of ten years and thereafter until its termination after either Government shall have given one year's notice to the other Government of its intention to terminate the Agreement.

If the foregoing is acceptable to the Government of the Argentine Republic, I have the honor to propose that this note and Your Excellency's reply on the matter shall constitute an Agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, the assurances of my highest consideration.

JOHN DAVIS LODGE

His Excellency Dr. Luis María de Pablo Pardo
Minister of Foreign Affairs and Worship
Buenos Aires

[TRANSLATION¹ — TRADUCTION²]

THE MINISTER OF FOREIGN AFFAIRS AND WORSHIP
BUENOS AIRES

December 4, 1970

D.A.N. No. 502

Mr. Ambassador :

I have the honor to acknowledge the receipt of Your Excellency's note No. 235 dated today, the translated text of which reads as follows :

[See note I]

Informing Your Excellency that the Argentine Government agrees to the terms of the note transcribed above, I take pleasure in expressing to you the assurance of my most distinguished consideration.

L. M. DE PABLO PARDO

His Excellency John Davis Lodge
Ambassador of the United States of America
Buenos Aires

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

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