

No. 12219

**UNITED STATES OF AMERICA
and
NICARAGUA**

Exchange of notes constituting an agreement to prevent the entrance into Nicaragua of foot-and-mouth disease and rinderpest; to quickly detect the diseases; and to provide for eradication (with Co-operative Agreement of 24 March 1972 between the Ministry of Agriculture and Livestock of Nicaragua and the United States Department of Agriculture). Managua, 24 March and 13 April 1972

Authentic texts of the notes : English and Spanish.

Authentic text of the Co-operative Agreement : English.

Registered by the United States of America on 29 December 1972.

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

Échange de notes constituant un accord tendant à empêcher l'entrée de la fièvre aphteuse et de la peste bovine au Nicaragua, à dépister rapidement ces maladies et à en assurer l'élimination (avec Accord de coopération en date du 24 mars 1972 entre le Ministère de l'agriculture et de l'élevage du Nicaragua et le Département de l'agriculture des États-Unis). Managua, 24 mars et 13 avril 1972

Textes authentiques des notes : anglais et espagnol.

Texte authentique de l'Accord de coopération : anglais.

Enregistré par les États-Unis d'Amérique le 29 décembre 1972.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
NICARAGUA TO PREVENT THE ENTRANCE INTO NICA-
RAGUA OF FOOT-AND-MOUTH DISEASE AND RINDERPEST;
TO QUICKLY DETECT THE DISEASES; AND TO PROVIDE
FOR ERADICATION

I

The American Ambassador to the Nicaraguan Minister of Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA

No. 19

Managua, March 24, 1972

Excellency :

I have the honor to inform your Excellency that the Government of the United States confirms the Cooperative Agreement between the United States Department of Agriculture, Animal and Plant Health Service, and the Ministry of Agriculture and Livestock of the Republic of Nicaragua through its Animal Health Control Department, signed at Managua March 24, 1972.² I propose that the present note and your note in reply constitute confirmation of the Cooperative Agreement by our two Governments.

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

TURNER B. SHELTON

Your Excellency Dr. Lorenzo Guerrero
Minister of Foreign Relations
Managua, D.N

¹ Came into force on 13 April 1972 by the exchange of the said notes.

² See p. 204 of this volume.

II

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION²]

REPÚBLICA DE NICARAGUA
AMÉRICA CENTRAL
MINISTERIO
DE RELACIONES EXTERIORES

Secretaría general
Sección diplomática

*The Nicaraguan Minister of Foreign
Relations to the American Ambassador*

REPUBLIC OF NICARAGUA
CENTRAL AMERICA
MINISTRY OF FOREIGN RELATIONS

Secretariat
Diplomatic Section

CME. No. 109

13 de Abril de 1972

CME. No. 109

April 13, 1972

Señor Embajador :

Tengo el honor de dar aviso de recibo de la atenta comunicación de Vuestra Excelencia No. 19 del 24 de Marzo próximo pasado, por medio de la cual me informa que su Ilustrado Gobierno confirma el Convenio Cooperativo entre el Departamento de Agricultura de los Estados Unidos, Servicio de Salud Animal y de Plantas, y el Ministerio de Agricultura y Ganadería de Nicaragua, Departamento de Control de la Salud Animal, firmado en esta Capital el 24 de Marzo próximo pasado.

Finalmente Vuestra Excelencia propone que su nota y la nota de respuesta de la Cancillería constituyan la confirmación del Convenio Cooperativo antes mencionado.

En respuesta me complace manifestar a Vuestra Excelencia que mi Gobierno da su confirmación al Convenio Cooperativo en referencia.

Válgome complacido de la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración,

LORENZO GUERRERO

Excelentísimo Señor Turner B. Shelton
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América
Managua, D.N.

Mr. Ambassador :

I have the honor to acknowledge receipt of your note No. 19 of March 24, 1972, in which you inform me that your Government confirms the Cooperative Agreement between the United States Department of Agriculture, Animal and Plant Health Service, and the Ministry of Agriculture and Livestock of the Republic of Nicaragua, Animal Health Control Department, signed at Managua on March 24, 1972.

In concluding, you propose that your note and this Ministry's reply constitute confirmation of the Cooperative Agreement.

In reply, I am pleased to inform you that my Government confirms the Cooperative Agreement.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurances of my highest consideration.

LORENZO GUERRERO

His Excellency Turner B. Shelton
Ambassador Extraordinary and Plenipotentiary of the United States of America
Managua, D.N

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

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

COOPERATIVE AGREEMENT BETWEEN THE MINISTRY OF AGRICULTURE AND LIVESTOCK OF THE REPUBLIC OF NICARAGUA THROUGH ITS ANIMAL HEALTH CONTROL SECTION AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH SERVICE

The object of this Agreement is to establish a cooperative program in the Republic of Nicaragua to prevent the entrance into the Republic of Nicaragua 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 Nicaragua through its Animal Health Control Section, and the United States Department of Agriculture, through its Animal and Plant Health Service shall accomplish this Agreement in accordance with the laws of the Republic of Nicaragua. Public Law 92-152 (21 U.S.C. 114b) authorizes the Secretary of Agriculture of the United States to cooperate with the Governments of Mexico, Guatemala, El Salvador, Costa Rica, Honduras, Nicaragua, British Honduras, Panama, Colombia, and Canada in the prevention, control, and eradication of foot-and-mouth disease, rinderpest, and other communicable diseases of animals.

Under the authority of Public Law 92-152, the Animal and Plant Health Service will conduct cooperative work with the Ministry of Agriculture of the Republic of Nicaragua. The Government of the Republic of Nicaragua shall provide annual appropriations to enable the Ministry of Agriculture of the Republic of Nicaragua to carry out its part of the Agreement. The United States Department of Agriculture through the Animal and Plant Health Service, and subject to the availability of appropriations, shall annually provide funds to enable carrying out its portion of the Agreement.

General Organization and Functions

1. There is established a Cooperative Agreement between the Ministry of Agriculture and Livestock of the Republic of Nicaragua and the Department of Agriculture of the United States for the Prevention of Foot-and-Mouth Disease and Rinderpest in the Republic of Nicaragua.

2. The Ministry of Agriculture and Livestock of the Republic of Nicaragua will provide the services of at least one veterinarian to be assigned exclusively to the cooperative activities in the Republic of Nicaragua 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 Panama. The United States veterinarian will divide his time between the Republic of Nicaragua and the other countries cooperating in the program. The field work in the Republic of Nicaragua will be conducted by a veterinary team or teams consisting of one veterinarian from the Republic of Nicaragua and one United States veterinarian. The selection of veterinarians assigned to work in the cooperative program in the Republic of Nicaragua will be subject to mutual approval of the Nicaraguan Animal Health Control Section and the U.S. Animal and Plant Health Service.

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 Nicaraguan 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 Nicaragua that will allow the Republic of Nicaragua to act promptly to eradicate foot-and-mouth disease and rinderpest;
- I. Assisting in developing or improving import procedures for the Republic of Nicaragua; 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 byproducts, and associated materials;
- J. Conducting other appropriate activities associated with foot-and-mouth disease and rinderpest prevention in the Republic of Nicaragua, such as assessing, revising and evaluating periodically any prevention program for these diseases which may be put into effect by the Ministry of Agriculture and Livestock of the Republic of Nicaragua.

3. Salaries and expenses for personnel employed by the Republic of Nicaragua and assigned to work on the cooperative program will be paid by the Government of the Republic of Nicaragua. 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 Nicaragua Animal Health Control Section and the U.S. Animal and Plant Health Service 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 Nicaragua 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 Nicaragua will pay all expenses which may be incurred by the National Guard of Nicaragua, and other persons for quarantine, patrol, and other enforcement duties as may be required.

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

7. The Republic of Nicaragua will facilitate the entry into, exit from, and travel within the Republic of Nicaragua by 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 Nicaragua in respect to immunity from the criminal jurisdiction of the Republic of Nicaragua. Such officials and employees will enjoy immunity from the civil and administrative jurisdiction of the Republic of Nicaragua in respect to acts performed in the exercise of their functions under this Agreement.

9. The Republic of Nicaragua 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 Nicaragua to diplomatic personnel of the United States Embassy in Nicaragua.

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

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

12. The Government of the Republic of Nicaragua 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 Nicaragua Animal Health Control Section and the U.S. Department of Agriculture's Animal and Plant Health Service.

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

15. The Government of the Republic of Nicaragua 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 Nicaragua agrees to actively seek cooperation from individuals and organizations such as livestock breeders, livestock organizations, Ministry 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 to provide for joint action in the prevention, control, and eradication of specific communicable diseases other than foot-and-mouth disease and rinderpest by an exchange of correspondence and mutual concurrence between the Ministers or Secretaries of Agriculture of the two countries. Such an amendment shall be confirmed by an exchange of diplomatic notes between the two Governments. This Agreement may be amended in other matters 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.¹

March 24, 1972.

LOVO CORDERO
TURNER B. SHELTON

¹ See foot-note 1 on p. 202 of this volume.