

No. 12249

**UNITED STATES OF AMERICA
and
MEXICO**

**Exchange of notes constituting an agreement confirming the
Agreement to eradicate screwworms signed at Mexico
City on 28 August 1972 (with the said Agreement).
Mexico City and Tlatelolco, 28 August 1972**

Authentic texts: English and Spanish.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
MEXIQUE**

**Échange de notes constituant un accord confirmant l'Accord
signé à Mexico le 28 août 1972 en vue de l'éradication de
la larve du *Callitroga Hominivorax* (avec ledit Accord).
Mexico et Tlatelolco, 28 août 1972**

Textes authentiques : anglais et espagnol.

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

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND MEXICO CONFIRMING THE AGREEMENT TO ERADICATE SCREW-WORMS SIGNED AT MEXICO CITY ON 28 AUGUST 1972

I

Mexico, D.F., August 28, 1972

No. 1083

Excellency:

I have the honor to inform Your Excellency that the Government of the United States confirms the attached Agreement to eradicate screwworms, signed at Mexico City on August 28, 1972, by the Secretary of Agriculture of the United States of America and the Secretary of Agriculture and Livestock of the Republic of Mexico. I propose that the present note and your note in reply constitute confirmation of that Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

ROBERT H. McBRIDE
American Ambassador

Enclosure:
Agreement.

His Excellency Licenciado Emilio O. Rabasa
Secretary of Foreign Relations
Tlatelolco, D.F.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF MEXICO TO ERADICATE SCREWWORMS

The object of this Agreement is to establish a joint program in the Republic of Mexico to eradicate screwworms (*Cochliomya hominivorax Coquerel*)* from that part of Mexico north and west of the narrowest point of the Isthmus of Tehuantepec, and to establish a barrier of sterile screwworm flies at the Isthmus of Tehuantepec to protect those areas in Mexico freed from screwworm infestations. Mexico's Secretariat of Agriculture and Livestock, through its Subsecretariat of Livestock, and the United States Department of Agriculture, through its Animal and Plant Health Inspection Service, will participate in this Agreement in accordance with applicable laws.

Under the Act of February 28, 1947, as amended (21 U.S.C. 114 b, 85 Stat. 418), the United States Department of Agriculture is authorized to cooperate with Mexico in the eradication of screwworms from that country. Under the Act of February 28, 1947, as amended, the Animal and Plant Health Inspection Service will conduct cooperative work with Mexico's Subsecretariat of Livestock.

* Should read: (*Cochliomyia hominivorax, Coquerel*).

¹ Came into force on 28 August 1972 by the exchange of the said notes, in accordance with paragraph 24 of the Agreement.

The Government of Mexico subject to the availability of funds under the expenditures budget of the Federal public sector will annually provide funds to the Secretariat of Agriculture and Livestock, in order to carry out its part of the Agreement.

The United States Department of Agriculture shall, subject to the availability of appropriations obtained from the Congress of the United States and private contributions, annually provide funds to its Animal and Plant Health Inspection Service, to enable the United States Department of Agriculture to carry out its part of the Agreement.

In order to carry out the earlier-mentioned program, the Governments of the United States and Mexico agree to the following:

1. To develop jointly a program of financing a screwworm eradication program to cost approximately 40,000,000 dollars. The duration of the program will be determined by the Commission which is referred to in the following paragraph.
2. To establish in Mexico City, at the earliest possible date, a joint Mexican-United States Commission for the eradication of screwworms. The Commission shall be responsible for the direction of the program to be carried out under this Agreement.
3. The Commission shall be composed of four members appointed by Mexico's Secretary of Agriculture and Livestock, four members appointed by the United States Secretary of Agriculture, a Mexican director, and a United States co-director.
4. The director and co-director shall be directly and jointly responsible for the administration of the program. The director shall be a Mexican citizen and a veterinary regulatory official appointed by Mexico's Secretary of Agriculture and Livestock.

The co-director shall be a United States citizen and a veterinary regulatory official appointed by the United States Secretary of Agriculture.

In the event the director and the co-director cannot agree with regard to the interpretation or application of the present international instrument, the matter shall be referred to the Commission. If the Commission cannot agree, the problem shall be resolved through consultations between the Secretary of Agriculture and Livestock of Mexico and the United States Secretary of Agriculture.

PLAN OF OPERATIONS

5. The purpose of this Agreement is to provide for the eradication of screwworms in Mexico, west of longitude 93° at the Isthmus of Tehuantepec, and the establishment of a barrier of sterile screwworm flies at that point.
6. Both Governments will provide the personnel needed to carry out this program. The selection of the professional and technical positions will be subject to the mutual and joint approval of the director and co-director.
7. The activities of the Commission will include:
 - (a) Developing of plans for the eradication of screwworms;
 - (b) Production, irradiation, and release of sterile screwworm flies;
 - (c) Training of personnel in the techniques of screwworm eradication;
 - (d) Developing and distribution of information material to livestock owners;
 - (e) Collection of larvae samples for laboratory identification;
 - (f) Investigating reports of myiasis;
 - (g) Modification and equipping of ships to produce sterile screwworm flies; and
 - (h) Conducting other appropriate activities related to screwworm eradication and prevention in the Republic of Mexico.

8. The United States Government will contribute 80 percent, and the Government of Mexico will contribute 20 percent, of the funds necessary to carry out the activities of the Commission, as identified in item 7 above.

9. The joint financing of the expenses mentioned in item 8 does not include the additional contributions which are considered in the program and which are indicated below.

The United States agrees to contribute as required for the program:

- (a) Ships
- (b) Planes
- (c) United States Government-owned surplus equipment and parts
- (d) Travel and per diem of co-director
- (e) Salaries and benefits of United States personnel
- (f) Administrative support costs not directly connected with the Commission.

Mexico agrees to contribute as required for the program:

- (a) Fiscal exemption (duty-free entry of supplies and equipment for the program, furnished by the United States Government)
- (b) Sites for placement of ships free of charges for rental, licenses, or taxes
- (c) Auxiliary land necessary for a sterile fly production facility free of charges for rental, licenses or taxes
- (d) Exemption from landing fees
- (e) Importation permits for equipment
- (f) Permits for operation of planes and vehicles free of charges for rental, licenses or taxes
- (g) Mail and printed matter franking privileges
- (h) Legal services
- (i) Radio frequencies
- (j) Quarantine, patrols, and other enforcement duties as required
- (k) Duty-free entry for personal effects and household goods for United States personnel assigned to the program. The same regulations which the Government of Mexico applies to the importation of vehicles for diplomatic personnel accredited to the Embassy of the United States of America will apply to the United States personnel assigned to the Commission
- (l) Salary, per diem, expenses of director
- (m) Salary and benefits for personnel employed by the Mexican Government
- (n) Computer service
- (o) Arrangements for sites for field headquarters and dispersal center. Rent for the sites, in this case, shall be covered by the Commission
- (p) Administrative support costs which are not directly connected with the Commission.

10. The Government of the Republic of Mexico will furnish legal defense in the event of litigation against the Commission and be responsible for payment of damages caused to a third party by a Commission employee while performing his duties within the terms of this Agreement. When in the opinion of the Commission an act committed by an employee of this organization is the result of serious negligence or of a deliberate action by a Commission

employee, which results in a lawsuit, the Government of Mexico and the Commission will be relieved of all responsibility.

11. The salaries, benefits, per diem, and other expenditures of the director and co-director will be paid by their respective Governments. The Government which employs the nonjoint Commission personnel will pay their salaries and other benefits; their per diem will be paid by the Commission. Salaries, benefits, and per diem of the personnel hired by the Commission will be paid by the Commission.

12. All payments shall be made jointly by a Mexican and a United States representative who must be bonded. Such personnel will be designated by and all payments verified by the director and co-director.

13. For the employees paid from joint funds, the United States Government will pay 80 percent of the established wage for the first 48 hours of work performed each week. The Mexican Government will assume responsibility for all other Mexican labor obligations called for under Mexican labor laws and regulations and will carry out any labor negotiations that are deemed necessary.

14. The Commission, because of its international character, shall develop and adopt the internal systems and regulations that it considers suitable for the proper performance of its functions in accordance with the problems and circumstances under which it operates.

15. The communications or requests to the civil or military Mexican authorities will be requested by the representatives of the Mexican Government on the Commission, based on internal memoranda of the Commission, properly signed by the director and co-director or their representatives.

16. The director and co-director shall have full authority to request to their respective Governments the recall of any employee of the program.

17. The Government of Mexico will facilitate immigration requirements for the entry into and the exit from the country of the United States personnel participating in the program.

18. Officials and employees of the United States Department of Agriculture participating in the program shall enjoy the exemptions provided in articles III(2) and IV(2) of the 1942 Consular Convention between Mexico and the United States.¹

19. Communications, regulations, and instructions pertaining to operations under this Agreement shall be issued by the director and co-director or their designated representatives.

20. The United States equipment shall be shipped directly to the Commission which will make all the necessary arrangements for shipping from the border to its final destination.

21. The acquisition of the equipment and supplies which are required for the program should meet the criteria established by the Commission and be Mexican-made, if they can be bought under similar economic conditions and in an equal or shorter amount of time than similar imported goods.

22. At the end of the program, the Commission will maintain an effective screwworm-sterile-fly barrier zone to prevent screwworm infestation.

23. This Agreement shall remain in force until 90 days after either Government shall have given a written notice to the other of its intent to terminate the Agreement. In the event of termination of this Agreement, any funds remaining unobligated will be returned to the respective Governments in the same percentages as they were contributed. Equipment will be returned to the country furnishing it. Proceeds from the sale of jointly purchased equipment will be returned to each Government in accordance with the proportion contributed.

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

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

DONE at Mexico City in duplicate, in the Spanish and English languages.

August 28, 1972

[Signed]

EARL L. BUTZ
Secretary of Agriculture
of the United States

August 28, 1972

[Signed]

MANUEL BERNARDO AGUIRRE
Secretary of Agriculture and Livestock
of Mexico

II

[SPANISH TEXT — TEXTE ESPAGNOL]

ESTADOS UNIDOS MEXICANOS
SECRETARÍA DE RELACIONES EXTERIORES
MÉXICO

Tlatelolco, D.F., 28 de agosto de 1972

II-159

Señor Embajador:

Tengo el honor de acusar recibo de la Nota de Vuestra Excelencia del día 28 de agosto de 1972, en la cual me comunica que vuestro Gobierno confirma el Acuerdo anexo para erradicar el gusano barrenador del ganado, suscrito en la ciudad de México el día 28 de agosto de 1972 por el Secretario de Agricultura y Ganadería de México y el Secretario de Agricultura de los Estados Unidos de América.

Tengo el agrado de manifestarle que mi Gobierno confirma asimismo ese Acuerdo.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta consideración.

[Signed — Signé]

JOSÉ S. GALLASTEGUI

Excelentísimo Señor Robert Henry McBride
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Ciudad

[TRANSLATION¹ — TRADUCTION²]

The Mexican Under-Secretary of Foreign Relations to the American Ambassador

UNITED MEXICAN STATES
MINISTRY FOR FOREIGN RELATIONS
MEXICO

Tlatelolco, D.F., August 28, 1972

II-159

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note of August 28, 1972, in which you inform me that your Government has confirmed the attached Agreement to eradicate screwworms, signed in Mexico City on August 28, 1972, by the Secretary of Agriculture and Livestock of Mexico and the Secretary of Agriculture of the United States of America.

I have the pleasure of informing you that my Government likewise confirms this Agreement.

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

[Signed]

JOSÉ S. GALLASTEGUI

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

[SPANISH TEXT — TEXTE ESPAGNOL]

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS PARA LA ERRADICACION DEL GUSANO BARRENADOR DEL GANADO

El propósito de este Acuerdo es establecer un programa conjunto en la República Mexicana con el fin de erradicar al gusano barrenador del ganado (*Cochliomyia Hominivorax, Coquerel*) en la región de México que está al Norte y al Oeste del punto más estrecho del Istmo de Tehuantepec, y establecer ahí una barrera con moscas estériles del gusano barrenador, cuyo propósito será la protección de las regiones de México que hayan quedado libres de infestación de esa plaga. La Secretaría de Agricultura y Ganadería de México por conducto de la Subsecretaría de Ganadería, y el Departamento de Agricultura de los Estados Unidos de América por conducto del Servicio de Inspección y Sanidad de Animales y Plantas, participarán en este Acuerdo de conformidad con las leyes respectivas.

La Ley del 28 de febrero de 1947, misma que ha sido reformada (21 U.S.C. 114b, 85 Stat. 418) autoriza al Departamento de Agricultura de los Estados Unidos de América a cooperar con México para erradicar al gusano barrenador del ganado en este país. Con fundamento en dicha Ley, misma que ha sido reformada, el Servicio de Inspección de Sanidad de Animales y Plantas llevará a cabo trabajos cooperativos con la Subsecretaría de Ganadería de México.

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

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