

No. 12201

**UNITED STATES OF AMERICA
and
HONDURAS**

**Exchange of notes constituting an agreement to establish a
rawinsonde observation station in Honduras.
Tegucigalpa, 1 June 1972**

Authentic texts: English and Spanish.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
HONDURAS**

**Échange de notes constituant un accord en vue de
l'établissement d'une station d'observation de radio-
sondage/radiovent au Honduras. Tegucigalpa, 1^{er} juin
1972.**

Textes authentiques: anglais et espagnol.

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

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
HONDURAS TO ESTABLISH A RAWINSONDE OBSERVATION
STATION IN HONDURAS

I

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

Tegucigalpa, D.C., June 1, 1972

No. 70

Excellency:

I have the honor to inform Your Excellency that my Government has noted with interest and appreciation the steps which have been taken by the Government of Honduras, in agreement with the Governments of Costa Rica, El Salvador, Guatemala and Nicaragua, as part of their continuing program for the expansion and development of meteorological services in Central America, to establish a rawinsonde observation station in Honduras.

In addition to its value to the States most directly affected, this extension of the meteorological network in Central America represents a noteworthy contribution to that further development of the global upper air observational network which is a major objective of the World Weather Watch Program currently being implemented by the World Meteorological Organization.

As part of this program, the Government of the United States of America is responsible for the operation, near Washington, D.C., of one of the three World Meteorological Centers provided in the program, to collect global data and disseminate resultant processed products for the use of all countries, and also for the operation of a Regional Meteorological Center at Miami, with hurricane and aviation forecasting functions of a regional character.

In these circumstances my Government has a special interest in all network improvements in the Western Hemisphere, and is desirous of assisting insofar as practicable, through appropriate bilateral agreements for meteorological cooperation, in the establishment of arrangements which will tend to ensure uninterrupted operation of new facilities and global or hemispherical standardization and coordination in such operation.

The Government of the United States has already made available certain rawinsonde ground equipment for use in this rawinsonde project. If the Government of Honduras agrees that some measure of further technical support from my Government would be helpful in achieving the establishment and successful operation of the Choluteca rawinsonde station, I have the honor to propose an agreement between our two Governments, for a program of cooperation, in the following terms:

¹ Came into force on 1 June 1972 by the exchange of the said notes, with retroactive effect from 1 April 1972, in accordance with their provisions.

1. *Purpose.* The purpose of the program shall be the facilitation, through cooperation between the designated cooperating agencies of the Government of the United States of America and the Government of Honduras, of the operation and maintenance of a rawinsonde observation station at Choluteca, Honduras, and the international dissemination of reports of the observations from that station.

2. *Cooperating Agencies.* The cooperating agencies shall be (1) for the Government of the United States of America, the National Oceanic and Atmospheric Administration, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and (2) for the Government of Honduras, the National Meteorological Service of Honduras, hereinafter referred to as the Honduran Cooperating Agency.

3. *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 Honduran Cooperating Agency, except when the Government of Honduras shall have determined that such title shall be vested, or remain vested, in another Honduran agency.

(b) Title to any item of equipment or other item of personal property supplied by the Government of the United States for use at the Choluteca rawinsonde station prior to April 1, 1972, and located in Honduras on that date shall be deemed to have been transferred to the Honduran Cooperating Agency with effect from that date.

(c) Title to any item of equipment or other item of personal property supplied by the United States Cooperating Agency on or after April 1, 1972, for use in the program, shall be deemed to have been transferred to the Honduran Cooperating Agency as from the time of delivery of the item to the latter agency in Tegucigalpa.

4. *Expenditures.* All expenditures incident to the obligations assumed by the United States Cooperating Agency shall be paid by the Government of the United States, and all expenditures incident to the obligations assumed by the Honduran Cooperating Agency shall be paid by the Government of Honduras.

5. *Customs Duties and other Taxes on Materials, Equipment, Supplies and Goods.* All materials, equipment, supplies and goods furnished by the United States Cooperating Agency and imported into Honduras for use in the program shall be admitted free of taxes, customs and import duties and other similar charges.

6. *Taxation.* (a) No person ordinarily resident in the United States of America shall be required to pay in Honduras any tax in the nature of a license in respect of any service or work done for the Government of the United States in connection with the program, or under any contract made with the Government of the United States in connection with that program.

(b) Any employee of the Government of the United States temporarily in Honduras in connection with the program shall be exempt from the payment in Honduras of any taxes or other charges which would otherwise be imposed upon him by virtue of his temporary residence in Honduras.

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

8. *Protection of 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 observations, in accordance with the provisions of the Radio Regulations¹ annexed to the International Telecommunication Convention.²

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

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

9. *Appropriation of Funds.* To the extent that the execution of any provisions of this agreement will depend on funds appropriated by the Congress of the United States of America, such execution shall be subject to the availability of such funds.

10. *Memorandum of Arrangement.* A Memorandum of Arrangement, specifying further details of the cooperative program to be operated under the agreement, shall be agreed by the two Cooperating Agencies and may be amended at any time by further agreement between them.

11. *Term.* This agreement shall be deemed to enter into force with retroactive effect as from April 1, 1972, and shall remain in force until August 31, 1973.

If the foregoing meets with the approval of the Government of Honduras, I have the further honor to propose that my note and Your Excellency's reply to that effect shall together constitute an agreement between our two Governments concerning this matter.

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

HEWSON A. RYAN

His Excellency Andrés Alvarado Puerto
Minister of Foreign Relations
Tegucigalpa, D. C.

II

[SPANISH TEXT—TEXTE ESPAGNOL]

SECRETARÍA DE RELACIONES EXTERIORES
DE LA REPÚBLICA DE HONDURAS

Sección diplomática

Oficio No. 1123-SD.

Tegucigalpa, D.C., 1o. de Junio de 1972

Señor Embajador:

Tengo el honor de dirigirme a Vuestra Excelencia para dar contestación a la atenta nota No. 70 fechada el 1o del presente mes, mediante la cual se hace referencia al programa para la aplicación y desarrollo de los Servicios Meteorológicos de Centroamérica y que tendrá como resultado el establecimiento en nuestro país de una estación de Observación radiovientosonda bajo los términos siguientes:

1. *Propósito:* El propósito del programa será el de facilitar, mediante la cooperación entre las dependencias designadas de cooperación del Gobierno de los Estados Unidos de América y del Gobierno de Honduras, el funcionamiento y mantenimiento de una estación de observación de radiovientosonda en Choluteca, Honduras, y la divulgación internacional de informes sobre las observaciones realizadas por dicha estación.

2. *Dependencias de Cooperación.* Las dependencias de cooperación serán: 1) Por el Gobierno de los Estados Unidos de América, la Administración Nacional Oceánica y Atmosférica, dependiente del Departamento del Comercio, que de aquí en adelante se denominará Dependencia de Cooperación de los Estados Unidos y;

2) por el Gobierno de Honduras, el Servicio Meteorológico Nacional de Honduras, que de aquí en adelante se denominará Dependencia de Cooperación Hondureña.

conformidad con el acuerdo, será concertado por las dos Dependencias de Cooperación y podrá ser enmendado en cualquier momento según lo convengan las mencionadas dependencias.

11. *Vigencia.* Se considerará que este acuerdo entrará en vigor con efecto retroactivo al primero de abril de 1972, y permanecerá en vigencia hasta el 31 de agosto de 1973.

En respuesta a la referida Nota, me complace expresar a Vuestra Excelencia que el Gobierno de Honduras está de acuerdo con los puntos procedentes propuestos por el Ilustrado Gobierno de los Estados Unidos de América y de consiguiente los acepta, constituyendo de esta forma la Nota de Vuestra Excelencia y ésta de contestación un Acuerdo entre nuestros dos Gobiernos que entrará en vigor en esta misma fecha.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

[*Signed*]

ANDRÉS ALVARADO PUERTO
Ministro de Relaciones Exteriores

[TRANSLATION¹ — TRADUCTION²]

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

MINISTRY OF FOREIGN RELATIONS
OF THE REPUBLIC OF HONDURAS

Diplomatic Section

Official Communication No. 1123-SD

Tegucigalpa, D.C., June 1, 1972

Mr. Ambassador:

I have the honor to reply to your note No. 70 of this date, in which you refer to the program for the expansion and development of meteorological services in Central America, whose purpose will be to establish a rawinsonde observation station in Honduras on the following terms:

[*See note I*]

In reply to the above-mentioned note, I am pleased to inform you that the Government of Honduras is in agreement with the preceding terms proposed by the United States Government and consequently accepts them, whereby your note and this reply constitute an agreement between our two Governments which shall enter into force on today's date.

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

[*Signed*]

ANDRÉS ALVARADO PUERTO
Minister of Foreign Relations

¹ Translation supplied by the Government of the United States of America.
² Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.