

No. 12814

**UNITED STATES OF AMERICA
and
HONDURAS**

Exchange of notes constituting an agreement relating to the Swan Islands cooperative meteorological program (with annexes). Tegucigalpa, 22 November 1971

Exchange of notes constituting an agreement supplementing the above-mentioned Agreement, relating to electric power for certain facilities in the Swan Islands. Tegucigalpa, 22 November 1971

Authentic texts: English and Spanish.

Registered by the United States of America on 21 November 1973.

**ÉTATS-UNIS D'AMÉRIQUE
et
HONDURAS**

Échange de notes constituant un accord relatif à un programme de coopération météorologique dans les îles Swan (avec annexes). Tegucigalpa, 22 novembre 1971

Échange de notes constituant un accord visant à compléter l'Accord susmentionné et concernant la fourniture d'énergie électrique à certaines installations situées dans les îles Swan. Tegucigalpa, 22 novembre 1971

Textes authentiques : anglais et espagnol.

Enregistrés par les États-Unis d'Amérique le 21 novembre 1973.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND HONDURAS RELATING TO THE SWAN ISLANDS COOPERATIVE METEOROLOGICAL PROGRAM

I

The American Ambassador to the Honduran Minister of Foreign Relations

Tegucigalpa, D.C., November 22, 1971

No. 185

Excellency:

I have the honor to refer to the Treaty on the Swan Islands,² signed today, on behalf of the Government of the United States of America and the Government of Honduras, and subject to ratification. Article II of the Treaty declares the intention of the Governments to establish a cooperative program for the operation and maintenance of the meteorological observation and telecommunications facility on the Swan Islands, according to terms to be agreed upon between the two Governments. Under article IV of the Treaty, the Government of the United States of America transfers to the Government of Honduras, on the date the Treaty enters into force, all land to which it holds title as well as buildings, equipment, and other real and personal property on the Swan Islands, except as agreed pursuant to article II of the Treaty.

In accordance with the provisions of articles II and IV of the Treaty, I have the honor to propose a cooperative program between our two Governments on the following terms:

1. *Name of Program*

The cooperative program to which this agreement refers shall be known as the "Swan Islands Cooperative Meteorological Program."

2. *Purposes*

The purpose of the Cooperative Meteorological Program shall be, through cooperation between the Governments of Honduras and the United States, to facilitate the operation and maintenance of a meteorological observation and telecommunications facility in the Swan Islands; to make surface meteorological and rawinsonde observations; and to disseminate internationally reports of these observations.

3. *Specific Undertakings of the Government of the United States*

As its contribution to the Cooperative Meteorological Program, the Government of the United States:

¹ Came into force on 1 September 1972, the date of the exchange of the instruments of ratification of the Treaty of 22 November 1971 on the Swan Islands, (see foot-note 2, below), in accordance with paragraph 10 of the said notes.

² United Nations, *Treaty Series*, vol. 851, p. 203.

(a) Shall operate and maintain the facility described in paragraph 2 above, and shall provide and maintain all buildings and services, such as water, light, etc., and furnish all materials, equipment, supplies, goods, and personnel required for the operation and maintenance of the facility, except as provided in paragraph 4 (b) below; and

(b) Shall ensure that reports of all entries of personnel in accordance with the provisions of paragraph 4 (d) below, and the entries of aircraft and vessels in accordance with the provisions of paragraph 4 (e) below, and the entries of materials, supplies, equipment and effects in accordance with the provisions of paragraph 4 (f) (i) and 4 (k) (i) below, are furnished expeditiously to the Government of Honduras.

4. *Specific Undertakings of the Government of Honduras*

As its contribution to the Cooperative Meteorological Program, the Government of Honduras:

(a) Shall make available, with right of access, without charge to the Government of the United States and for the duration of the Cooperative Meteorological Program, for its use as sites for the facility described in paragraph 2 of this document, the two areas of land on Great Swan Island described in annex A. Officials, employees, and agents of the Government of Honduras shall be entitled to access to these areas whenever necessary for the operation and maintenance of any facility or equipment for which the Government of Honduras has assumed responsibility. Also without charge to the Government of the United States and for the duration of the Cooperative Meteorological Program, officials, employees, and agents of the Government of the United States shall be allowed access to any other areas where there are service and distribution lines furnishing oil, water or electric power for any facility or equipment for which the Government of the United States is responsible, when such access is necessary for the operation or maintenance of the lines, facilities, or equipment.

(b) Shall assume responsibility for the continued maintenance and further development of the dock and landing strip on Great Swan Island, including the maintenance of the equipment connected therewith, as may be necessary to carry out the Cooperative Meteorological Program, subject to the right of access, without cost to the Government of the United States for the duration of the Cooperative Meteorological Program, which the officials, employees, and agents of the Government of the United States shall have to the aforesaid dock and landing strip.

(c) Shall take all necessary steps to facilitate:

- (i) The activities of the Government of the United States and its officials, employees, and agents in connection with the Cooperative Meteorological Program;
- (ii) The provision of such services and facilities in Honduras as may be required to carry out those activities; and
- (iii) The importation into Honduras of all materials, equipment, supplies, and goods furnished by the Government of the United States for use in the Cooperative Meteorological Program.

(d) Shall exempt the officials, employees, and agents of the Government of the United States who are required to visit or serve on Great Swan Island in connection with the Cooperative Meteorological Program from visa requirements, immigration inspection, and any registration or control as aliens, until the provisions of paragraph 4 (m) shall have been implemented. Thereafter, without charge and through the appropriate Honduran official or officials resident on Great Swan Island, they shall comply with Honduran visa requirements and procedures relating to immigration inspection and alien registration and control.

(e) Shall permit aircraft and vessels engaged in the Cooperative Meteorological Program to go to Great Swan Island, without prior authorization but subject to prior notification to the pertinent authorities.

(f) Shall permit the entry into Honduras, free of customs and import duties, taxes, or other similar charges, of all materials, equipment, supplies, and goods furnished by the Government of the United States for use in the Cooperative Meteorological Program, and shall permit the entry into Honduras of such materials, equipment, supplies, and goods directly at Great Swan Island. Until the provisions of paragraph 4 (m) below shall have been implemented,

- (i) Such entries shall be reported to the Ministry of Finance, pursuant to paragraph 3 (b) above; and
- (ii) No item thus brought in shall be transported to any other part of the territory of Honduras without the prior authorization of the Ministry of Finance.

After paragraph 4 (m) has been implemented, provisions (i) and (ii) above shall no longer be in force.

(g) Shall collect no license fees, taxes, or other similar charges in respect of the use in Honduras, in connection with the Cooperative Meteorological Program, of any items imported under the provisions of paragraph 4 (f) above.

(h) Shall levy no fees, taxes, or other similar charges with respect to the use or ownership of the real property described in paragraph 4 (a) above and paragraph 5 below.

(i) Shall require no person ordinarily resident in the United States to pay in Honduras any tax for a license in respect of any service or work done for the Government of the United States in connection with the Cooperative Meteorological Program or under any contract made with the Government of the United States in connection with the Cooperative Meteorological Program.

(j) Shall exempt any official or employee of the Government of the United States temporarily in Honduras in connection with the Cooperative Meteorological Program from payment of any taxes or other charges which would otherwise be imposed upon him by virtue of his temporary residence in Honduras.

(k) Shall exempt any official or employee of the Government of the United States serving or employed in Honduras in connection with the Cooperative Meteorological Program, who is not a national of Honduras and who is residing in the country only by reason of such service or employment, from the payment of customs and import duties, taxes, or other similar charges on personal effects, household furnishings, equipment, and supplies, including one personal motor vehicle, which are imported into Honduras and which enter directly at Great Swan Island, for his own use or the use of his immediate family (spouse, parents, and children). Until the provisions of paragraph 4 (m) below shall have taken effect,

- (i) Such entries shall be reported to the Ministry of Finance, pursuant to paragraph 3 (b) above; and
- (ii) No item thus brought in shall be transported to any other part of the territory of Honduras without the prior authorization of the Ministry of Finance.

After paragraph 4 (m) has taken effect, provisions (i) and (ii) above shall no longer be in force.

(l) Shall exempt any such official or employee, and the spouse, parents, and children of such official or employee, from the payment of all taxes that otherwise would be imposed on them solely by virtue of their residence in Honduras, including (1) income tax (except from income derived from sources in Honduras); (2) social security taxes; (3) any poll or personal tax; and (4) any tax on the ownership or use of property situated on Great Swan Island or outside Honduras.

(m) Shall provide on Great Swan Island, as soon as feasible, sufficient Honduran personnel who will reside on the island and who shall be authorized to issue on Great Swan Island all permits or authorizations required for the entry of persons, aircraft, vessels, materials, equipment, supplies, and household effects under the provisions of paragraph 4 (d), 4 (e), 4 (f), 4 (g), and 4 (k) above, to issue visas, and to implement on Great Swan Island Honduran procedures with respect to alien registration and control.

5. *Title to Property*

(a) Title to the property on Great Swan Island described in annex B shall be retained by the Government of the United States.

(b) Title to improvements to real property hereinafter furnished, acquired, or constructed by, or with funds provided by, the Government of the United States in connection with the Cooperative Meteorological Program shall be vested and remain vested in the Government of the United States.

(c) Title to any item of equipment or other personal property hereafter supplied by, or purchased with funds provided by, the Government of the United States in connection with the Cooperative Meteorological Program shall be vested and remain vested in the Government of the United States.

(d) In the event of termination of the Cooperative Meteorological Program, the Government of the United States shall have the option of removing from Great Swan Island any personal property to which it has title. Title to any property which is not removed shall be transferred to the Government of Honduras.

6. *Liability*

The Government of the United States shall be responsible for claims for damage to property or injury to persons only with respect to activities connected with the Cooperative Meteorological Program directly engaged in or performed by that Government or its employees.

No liability shall attach to the Government of the United States based solely on the fact that it holds title to real or personal property used in connection with the program.

7. *Protection of Radio Frequencies*

(a) During the life of the Cooperative Meteorological Program:

- (i) The following radio frequencies shall be protected in order to ensure their use free of interference for the operation and maintenance of the facility described in paragraph 2 above: 2738 kHz, 2774.5 kHz, 3223 kHz, 3329 kHz, 3361.5 kHz, 5923.5 kHz, 5945 kHz, 6855 kHz, 6976 kHz, 8150 kHz, 9840 kHz, 9946 kHz, 12175 kHz, and 14790.5 kHz, and emergency frequencies 121.5 MHz and 242 MHz.*
- (ii) The radio frequencies in the 401–406 MHz and 1660–1700 MHz** bands shall be protected to ensure their use free of interference for rawinsonde observations, in accordance with the provisions of the Radio Regulations¹ annexed to the International Telecommunication Convention.²
- (iii) A radio call sign which has been assigned by the appropriate Honduran agency shall be used in its telecommunications operations by the meteorological observation and telecommunications facility on Great Swan Island.

* Should read "and emergency frequencies 121.5 MHz and 243 MHz."

** Should read "401-406 MHz and 1660-1700 MHz".

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

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

(b) The appropriate agencies of the Governments of Honduras and the United States shall initiate consultations as soon as practicable for making available at the headquarters of the National Meteorological Service of Honduras the reports of the meteorological observations made at the Great Swan Island facility.

8. *Appropriation of Funds*

To the extent that the carrying out of any provision of this agreement will depend on funds appropriated by the Congress of the United States of America, it shall be subject to the availability of such funds.

9. *Review of the Program*

Five years after the entry into force of this agreement, or at an earlier date if mutually agreed upon, the Government of Honduras and the Government of the United States shall review its operation and consider its revision to provide for an adjustment and appropriate reapportionment of responsibilities under the program or for assumption by the Government of Honduras of complete responsibility for the operation and maintenance of the facility described in paragraph 2 above.

10. *Term*

This agreement shall enter into force on the date of the exchange of the instruments of ratification of the Treaty mentioned above and shall continue in force until terminated by mutual agreement or sixty days after either Government has given notice in writing to the other Government of its intention to terminate it.

If the foregoing provisions are acceptable to the Government of Honduras, I have the honor to propose that Your Excellency's reply to that effect and my note shall constitute an agreement between our two Governments, which shall enter into force as provided above.

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.

A N N E X A

1. The area of land enclosed by a perimeter beginning at an initial point No. 1, that point being located 897.9 ft. on azimuth 266 degrees 52' from the Swan Island Triangulation Station, lat. 17 degrees 24' 15.295" N., long. 83 degrees 56' 24.080" W.; thence 764.1 ft. on azimuth 332 degrees 58' to a point No. 2; thence 313.1 ft. on azimuth 16 degrees 00' to a point No. 3; thence 472.8 ft. on azimuth 105 degrees 31' to a point No. 4; thence 849.3 ft. on azimuth 51 degrees 28' to a point No. 5; thence 1067.3 ft. on azimuth 135 degrees 59' to a point No. 6; thence 787.0 ft. on azimuth 239 degrees 33' to a point No. 7; thence 448.6 ft. on azimuth 154 degrees 16' to a point No. 8; thence 263.9 ft. on azimuth 242 degrees 11' to a point No. 9; thence 111.9 ft. on azimuth 338 degrees 20' to a point No. 10; thence 709.2 ft. on azimuth 296 degrees 06' to a point No. 11; thence 230.2 ft. on azimuth 243 degrees 36' to the initial point No. 1.

2. The area of land enclosed by a perimeter beginning at an initial point No. 13A, that point being located 1220.3 ft. on azimuth 224 degrees 17' from the Swan Island Triangulation Station, lat. 17 degrees 24' 15.295" N., long. 83 degrees 56' 24.080" W.; thence 150.0 ft. on azimuth 350 degrees 35' to a point No. 13B; thence 125.0 ft. on azimuth 80 degrees 35' to a point No. 13C; thence 261.4 ft. on azimuth 170 degrees 35' to a point No. 13D; thence 371.1 ft. on azimuth 246 degrees 41' to a point No. 14B; thence 104.3 ft. on azimuth 334 degrees 49' to a point No. 14A; thence 159.7 ft. on azimuth 70 degrees 13' to a point No. 14; thence 122.2 ft. on azimuth 47 degrees 47' to the initial point No. 13A.

NOTE: All azimuths are measured clockwise from true North.

A N N E X B

DESCRIPTION OF THE PROPERTY ON GREAT SWAN ISLAND TO WHICH THE GOVERNMENT OF THE UNITED STATES RETAINS TITLE

All property, other than the land proper and the personal property of employees of the United States, which is located, as of the date of the Treaty, on the sites described in paragraph 4 (a) of the agreement to which this annex is attached, including, but not by way of limitation, the following:

- (1) Building, prefabricated, type S—Engine generator building;
- (2) Building, concrete block—Utility building (laundry);
- (3) Power system—electrical system; engine generator prime power, 2 sub-stations, etc.;
- (4) Tower beacon; rotating light beacon tower;
- (5) Building, prefabricated, Quonset type, 40' × 100' (Barn #1);
- (6) Building, prefabricated, Quonset type, 40' × 100' (Barn #2);
- (7) Building, prefabricated, Type S—Storage Building;
- (8) Building, concrete block—Storage building;
- (9) Building, prefabricated—"Rancho" building;
- (10) Building, wood—Living quarters;
- (11) Building, concrete block—Mess Hall;
- (12) Building, concrete block—Operations building;
- (13) Fence, wire—compound enclosure fence;
- (14) Building, concrete—Oil storage building;
- (15) Fuel system—diesel fuel system, complete;
- (16) Sewer system—sewer, disposal;
- (17) Water system, salt;
- (18) Building, concrete block—Well house;
- (19) Water catchment system, consisting of:
 - 2 ea. cistern, 50' × 36', 56,000 gals.
 - 1 ea. cistern (main), 30' × 30', 58,000 gals.
 - 1 ea. cistern (aux), 17' × 36', 20,000 gals.
- (20) Water distribution system;
- (21) Building, concrete block—Fire equipment shed (west end, Operations building);
- (22) Building, concrete block—Fire equipment shed (located between laundry and oil storage building);
- (23) Building, concrete block—Fire equipment shed (east end, Engine generator building);
- (24) Building, prefabricated, Quonset type, 12' × 21' (Storage building at south end of Barn #2);
- (25) Building, prefabricated, Quonset type, 12' × 21' (Storage building at south end of Barn #1);
- (26) Building, concrete block (formerly seismograph building);
- (27) Building, wood—recreation hut (adjacent to living quarters building);

- (28) Balloon inflation building;
- (29) Tower, steel, with dome;
- (30) All equipment, including test equipment and tools required for equipment maintenance purposes, associated with the meteorological observing facility;
- (31) All equipment, including test equipment and tools required for equipment maintenance purposes, associated with the telecommunications facilities;
- (32) All antenna arrays, with the exception of those directly supporting the radio air navigational facility;
- (33) All special and test equipment and tools required to maintain and service generators and mobile equipment;
- (34) All other items of equipment and furniture which have been provided by the Government of the United States to support the staffing and operation of the meteorological and telecommunication facility, except when it has been agreed by the two governments that title to a particular item should be transferred to the Government of Honduras.*

II

[SPANISH TEXT — TEXTE ESPAGNOL]

SECRETARÍA DE RELACIONES EXTERIORES
DE LA REPÚBLICA DE HONDURAS

Tegucigalpa, D.C. 22 de Noviembre de 1971

Excelencia:

Tengo a honra dirigirme a Vuestra Excelencia para avisar recibo de su atenta nota de esta fecha, en la que se refiere al Tratado sobre las Islas de el Cisne suscrito también en esta fecha, sujeto a ratificación, entre los Gobiernos de Honduras y de los Estados Unidos de América. El Artículo II del Tratado declara la intención de los dos Gobiernos de establecer un programa de colaboración para la operación y mantenimiento de la instalación de observación meteorológica y de telecomunicaciones en las Islas de el Cisne, conforme a las disposiciones a convenirse entre los dos Gobiernos.

De acuerdo con el Artículo IV del Tratado, el Gobierno de los Estados Unidos de América traspasa al Gobierno de Honduras, en la fecha en que el Tratado entre en vigor, todas las tierras de que está en posesión así como los edificios, equipos y otros bienes muebles e inmuebles en la Islas de el Cisne, salvo lo que se convenga conforme con el Artículo II del Tratado.

En la misma nota Vuestra Excelencia se digna proponer un Programa de Colaboración entre nuestros dos Gobiernos, el cual se regirá por las siguientes condiciones:

1. *Nombre del Programa*

El programa de colaboración al cual se refiere este acuerdo se conocerá con el nombre de « Programa Meteorológico Cooperativo de las Islas de el Cisne. »

* The detailed list of items covered by (34) is deposited in the archives of the Department of State where it is available for reference.

- (19) Sistema de abastecimiento de agua, consistiendo en:
 - 2 cisternas — 50' × 36', 56,000 galones
 - 1 cisterna (principal) 30' × 30', 58,000 galones
 - 1 cisterna (auxiliar) 17' × 36', 20,000 galones
- (20) Sistema de distribución de agua;
- (21) Edificio, bloques de concreto — cobertizo para equipo de lucha contra incendios (ubicado extremo Oeste, edificio de operaciones);
- (22) Edificio, bloques de concreto — cobertizo para equipo de lucha contra incendios (ubicado entre la lavandería y el edificio para el almacenaje de combustible);
- (23) Edificio, bloques de concreto — cobertizo para equipo de lucha contra incendios (ubicado extremo Este edificio del generador eléctrico);
- (24) Edificio, prefabricado, tipo « Quonset », 12' × 21' (edificio de almacenaje ubicado extremo Sur del Pajar #2)
- (25) Edificio, prefabricado, tipo « Quonset », 12' × 21' (edificio de almacenaje ubicado extremo Sur del Pajar #2);
- (26) Edificio, bloques de concreto — (anteriormente edificio del sismógrafo);
- (27) Edificio, madera — caseta de recreación (adyacente edificio de alojamiento);
- (28) Edificio para la inflación de globos;
- (29) Torre, acero, con cúpula;
- (30) Todos los equipos, incluyendo equipo experimental e implementos necesarios para el mantenimiento de los equipos, relacionados con la instalación de observación meteorológica;
- (31) Todos los equipos, incluyendo equipos experimentales y los implementos necesarios para el mantenimiento de los equipos, relacionados con la instalación de telecomunicación;
- (32) Todos los juegos de antenas, con la excepción de aquellos que directamente apoyan la instalación de navegación aérea;
- (33) Todo equipo especial y experimental, e implementos necesarios para el mantenimiento y reparación de generadores y equipos móviles;
- (34) Todo otro equipo y muebles provistos por el Gobierno de los Estados Unidos para apoyar el personal y funcionamiento de la instalación meteorológica y de telecomunicaciones, excepto cuando haya sido convenido por los dos Gobiernos que el título correspondiente a un objeto determinado sea transferido al Gobierno de Honduras.

[TRANSLATION¹ — TRADUCTION²]

MINISTRY OF FOREIGN RELATIONS
OF THE REPUBLIC OF HONDURAS

Tegucigalpa, D.C., November 22, 1971

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note of this date, which refers to the Treaty on the Swan Islands, concluded also on this date, subject to ratification, between the Governments of Honduras and the United States of America.

Article II of the Treaty states the intention of the two Governments to establish a cooperative program for the operation and maintenance of the meteor-

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

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

logical observation and telecommunications facility on the Swan Islands, according to terms to be agreed upon between the two Governments.

Under article IV of the Treaty, the Government of the United States of America transfers to the Government of Honduras, on the date the Treaty enters into force, all land to which it holds title, as well as buildings, equipment, and other real and personal property on the Swan Islands, except as agreed pursuant to article II of the Treaty.

In the same note Your Excellency proposes a cooperative program between our two Governments on the following terms:

[See note I]

Since the foregoing provisions are acceptable to the Government of Honduras, Your Excellency's note and this note in reply shall constitute an agreement, which shall enter into force as provided.

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

[Signed]

ANDRÉS ALVARADO PUERTO
Minister of Foreign Relations of Honduras

His Excellency Hewson A. Ryan
Ambassador of the United States of America
United States Embassy

[Annexes as under note I]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND HONDURAS SUPPLEMENTING THE SWAN ISLANDS COOPERATIVE METEOROLOGICAL PROGRAM AGREEMENT OF 22 NOVEMBER 1971² RELATING TO ELECTRIC POWER FOR CERTAIN FACILITIES IN THE SWAN ISLANDS

I

The American Ambassador to the Honduran Minister of Foreign Relations

Tegucigalpa, D.C., November 22, 1971

No. 191

Excellency:

I have the honor to refer to the Treaty on the Swan Islands,³ signed today, subject to ratification, on behalf of the Government of the United States of America and the Government of Honduras.

Article II of the Treaty declares the intention of the two Governments to establish a cooperative program for the continuation of the meteorological observation and telecommunications facility on the Swan Islands according to terms to be agreed upon between the two Governments.

These terms were agreed in an exchange of notes today² between Your Excellency and me and provide, *inter alia*, for the Government of the United States to retain title to the electric generators which furnish electric power for the facility and for the Government of Honduras to assume responsibility for the maintenance and further development of the dock and landing strip.

Furthermore, article III of the Treaty provides for the Government of Honduras to assume responsibility for the operation and maintenance of the radio air navigational facility on the Swan Islands. The electric generators referred to presently supply also the electrical power needed for the operation of the radio air navigational facility and for the lighting systems associated with the dock and the landing strip.

In view of the above, I have the honor to propose that, in order to facilitate the operations for which the Government of Honduras will be responsible, the Government of the United States, while it continues to operate the electric generators on Great Swan Island, shall make electric power available to the radio air navigational facility and the lighting systems associated with the dock and the landing strip, without cost to the Government of Honduras, provided that

¹ Came into force on 1 September 1972, the date of the exchange of the instruments of ratification of the Treaty of 22 November 1971 on the Swan Islands, (see foot-note 3, below), in accordance with the provisions of the said notes.

² See p. 4 of this volume.

³ United Nations, *Treaty Series*, vol. 851, p. 203.

- (a) current levels of consumption at each of the three installations shall not be exceeded without prior agreement between the appropriate representatives of the two Governments;
- (b) the Government of Honduras shall assume responsibility for the maintenance of the electric service lines between each of the three installations and the nearest power distribution point to the installation in question.

If the foregoing is acceptable to the Government of Honduras, I have the honor to propose that Your Excellency's reply to that effect and my note shall constitute a further agreement between our two Governments, which shall be supplementary to the Agreement on the meteorological facility and which shall enter into force on the day of exchange of the instruments of ratification of the Treaty mentioned above and shall continue in force until terminated by mutual agreement or for sixty days after either Government has given notice in writing to the other Government of its intention to terminate this further agreement.

Accept, Excellency, the renewed 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

Tegucigalpa, D.C. 22 de Noviembre de 1971

Excelencia:

Tengo a honra avisar recibo a Vuestra Excelencia de su nota de esta fecha, en la que se refiere al Tratado sobre las Islas de el Cisne, suscrito hoy, sujeto a ratificación, entre los Gobiernos de Honduras y de los Estados Unidos de América.

Dice Vuestra Excelencia:

« El Artículo II del Tratado declara la intención de ambos Gobiernos de establecer un programa de colaboración para la continuación de la instalación de observaciones meteorológicas y telecomunicaciones en las Islas de el Cisne según términos a acordarse entre los dos Gobiernos.

Dichos términos fueron acordados en un canje de notas hoy día entre Vuestra Excelencia y yo, y disponen, entre otras cosas, que el Gobierno de los Estados sigue en posesión del título de propiedad de los generadores

[TRANSLATION¹ — TRADUCTION²]

MINISTRY OF FOREIGN RELATIONS
OF THE REPUBLIC OF HONDURAS

Tegucigalpa, D.C., November 22, 1971

Excellency:

I have the honor to acknowledge receipt of your note of this date, which refers to the Treaty on the Swan Islands, concluded today, subject to ratification, between the Governments of Honduras and the United States of America,

Your Excellency states:

[*See note I*]

Since the foregoing terms are acceptable to the Government of Honduras, Your Excellency's note and this reply shall constitute an agreement, which shall enter into force on the date of exchange of the instruments of ratification of the aforesaid Treaty and shall continue in force until terminated by mutual agreement or for sixty days after either Government has given notice in writing to the other Government of its intention to terminate this further agreement.

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

[*Signed*]

ANDRÉS ALVARADO PUERTO
Minister of Foreign Relations of Honduras

His Excellency Hewson A. Ryan
Ambassador of the United States of America

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

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