

No. 13347

**UNITED STATES OF AMERICA
and
HONDURAS**

Exchange of notes constituting an agreement confirming the Cooperative Agreement of 17 November 1972 between the Ministry of Natural Resources of the Republic of Honduras and the United States Department of Agriculture relating to the prevention of foot-and-mouth disease and rinderpest (with Cooperative Agreement dated 17 November 1972). Tegucigalpa, 17 November and 20 December 1972

Authentic texts: English and Spanish.

Registered by the United States of America on 30 May 1974.

**ÉTATS-UNIS D'AMÉRIQUE
et
HONDURAS**

Échange de notes constituant un accord confirmant l'Accord de coopération du 17 novembre 1972 entre le Ministère des ressources naturelles de la République du Honduras et le Département de l'agriculture des États-Unis d'Amérique relatif à la prévention de la fièvre aphteuse et de la peste bovine (avec Accord de coopération en date du 17 novembre 1972). Tegucigalpa, 17 novembre et 20 décembre 1972

Textes authentiques: anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 30 mai 1974.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
HONDURAS CONFIRMING THE COOPERATIVE AGREE-
MENT OF 17 NOVEMBER 1972 BETWEEN THE MINISTRY
OF NATURAL RESOURCES OF THE REPUBLIC OF
HONDURAS AND THE UNITED STATES DEPARTMENT
OF AGRICULTURE RELATING TO THE PREVENTION OF
FOOT-AND-MOUTH DISEASE AND RINDERPEST

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The American Ambassador to the Honduran Minister of Foreign Relations

Tegucigalpa, D.C., November 17, 1972

No. 148

Excellency:

I have the honor to inform your Excellency that the Government of the United States of America confirms the Cooperative Agreement between the United States Department of Agriculture, Animal and Plant Health Inspection Service, and the Ministry of Natural Resources of the Republic of Honduras through its Animal Health Control Section, signed at Tegucigalpa on November 17, 1972. I propose that the present note and your note in reply to the same effect shall constitute confirmation of the Cooperative Agreement by our two Governments.

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

HEWSON A. RYAN

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

COOPERATIVE AGREEMENT BETWEEN THE MINISTRY OF NATURAL RESOURCES OF THE
REPUBLIC OF HONDURAS THROUGH ITS ANIMAL HEALTH CONTROL SECTION AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH
INSPECTION SERVICE

The object of this Agreement is to establish a cooperative program in the Republic of Honduras to prevent the entrance into the Republic of Honduras 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 Natural Resources of the Republic of Honduras, through its Animal Health Control Section, and the United States Department of Agriculture, through its Animal and Plant Health Inspection Service, shall accomplish this Agreement

¹ Came into force on 20 December 1972 by the exchange of the said notes.

in accordance with applicable laws. 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 Inspection Service will conduct cooperative work with the Ministry of Natural Resources of the Republic of Honduras. The Government of the Republic of Honduras shall, subject to the availability of appropriations, annually provide appropriations to enable the Ministry of Natural Resources of the Republic of Honduras to carry out its part of the Agreement. The United States Department of Agriculture through the Animal and Plant Health Inspection 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 Natural Resources of the Republic of Honduras and the Department of Agriculture of the United States of the prevention of foot-and-mouth disease and rinderpest in the Republic of Honduras.

2. The Ministry of Natural Resources of the Republic of Honduras, subject to the availability of appropriations, will provide the services of at least one veterinarian to be assigned exclusively to the cooperative activities in the Republic of Honduras 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 under Public Law 92-152. The United States veterinarian will divide his time between the Republic of Honduras and the other countries cooperating in the program. The field work in the Republic of Honduras will be conducted by a veterinary team or teams consisting of one veterinarian from the Republic of Honduras and one United States veterinarian. The selection of veterinarians assigned to work in the cooperative program in the Republic of Honduras will be subject to mutual approval of the Honduras Animal Health Control Section and the U.S. Animal and Plant Health Inspection 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 Honduran veterinarians and others in the practical application of foot-and-mouth disease and rinderpest eradication plans;
- G. Developing and distributing informational materials 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 Honduras that will allow the Republic of Honduras to act promptly to eradicate foot-and-mouth disease and rinderpest;

- I. Assisting in developing or improving import procedures for the Republic of Honduras; 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 Honduras, such as assessing, revising and evaluating periodically any prevention program for these diseases which may be put into effect by the Ministry of Natural Resources of the Republic of Honduras.

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

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

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

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

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

11. The Republic of Honduras 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 Honduras 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 Honduras Ministry of Natural Resources' Animal Health Control Section and the U.S. Department of Agriculture's Animal and Plant Health Inspection Service.

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

15. The Government of the Republic of Honduras 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 Honduras 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 Minister of Natural Resources and the Secretary 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 Minister of Natural resources and the Secretary 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.

Date: November 17, 1972
EDGARDO SEVILLA IDIÁQUEZ
(*Signature and Title*)

Ministry of Natural Resources of the Republic of Honduras

Date: November 17, 1972
HEWSON A. RYAN
Ambassador of the United States of America to the Republic of Honduras