

No. 13000

**UNITED STATES OF AMERICA
and
LIBERIA**

**Exchange of notes constituting an agreement relating to the
establishment of an OMEGA navigational station. Mon-
rovia, 10 and 18 April 1973**

Authentic text: English.

Registered by the United States of America on 23 January 1973.

**ÉTATS-UNIS D'AMÉRIQUE
et
LIBÉRIA**

**Échange de notes constituant un accord relatif à l'installation
d'une station de navigation OMEGA. Monrovia, 10 et 18
avril 1973**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 23 janvier 1973.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND LIBERIA RELATING TO THE ESTABLISHMENT OF AN OMEGA NAVIGATIONAL STATION

I

The Liberian Minister of Foreign Affairs to the American Ambassador

Monrovia, April 10, 1973

No. 122

Excellency:

I have the honor to refer to recent discussions between representatives of the Government of the United States of America and the Government of the Republic of Liberia concerning the establishment of an Omega Navigational Station in Liberia. When established, the Omega Navigational Station, hereinafter referred to as "the Station," will form part of a worldwide network of Omega Navigational Stations established as an aid to navigation. These stations are intended to improve the navigational capabilities of mariners and aviators of all nations and can be used by any properly equipped ship or aircraft. From the aforementioned discussions, I understand that the Government of Liberia desires to participate in the Omega Navigational System through the establishment of a station in its territory. Accordingly, I have the further honor to propose that the Station be established, operated and maintained in Liberia in accordance with the following provisions:

(1) The Government of Liberia shall, at its own expense, acquire and make available to the United States Government without charge and free of any claims approximately 700 acres of land required for the Omega Navigational Station, hereinafter called the Station, and associated remote receiver site. The location of the land to be acquired for the Station shall be agreed upon by the appropriate authorities of the two Governments.

(2) The Government of the United States shall, at its own expense, and in consultation with the Government of Liberia, erect the Station in Liberia and provide and install the electronic capabilities of the Station in the manner and to the extent the Government of the United States finds necessary for its proper operation in the worldwide Omega Navigational System. Title to the land and permanent structures constituting the Station, including the buildings and tower, shall remain in the Government of Liberia, subject to the provisions of paragraph 5, below.

(3) Upon completion of Station erection, the Government of Liberia and the Government of the United States shall operate and maintain the Station without interruption and in phase with the worldwide Omega Navigational System. The Government of the United States shall bear all expenses for operating and maintaining the Station, including the salaries of all employees of the Station.

(4) Personnel designated by the Government of Liberia to carry out that Government's responsibilities for the operation and maintenance of the Station shall be trained for such purposes by the Government of the United States without cost to the Government of Liberia. Such personnel designated by the Government of Liberia and trained pursuant to this Agreement shall assume control of the buildings and operation and maintenance of the

¹ Came into force on 18 April 1973, the date of the note in reply, in accordance with the provisions of the said notes.

Station within a period of two years from the date of the operation of the Station, except if at the end of said period the two Governments agree otherwise.

(5) Title to all mechanical, electronic, communications, monitoring and other equipment provided for the Station by the Government of the United States shall remain in the Government of the United States, whether or not affixed to the land or permanent structures of the Station. The Government of the United States may remove without restriction any such equipment when it is no longer required for the operation of the Station. Such equipment shall not be disposed of in Liberia except pursuant to the laws of Liberia.

(6) During the currency of this Agreement, the Government of Liberia shall exempt from customs, duties, taxes, and other charges the services, equipment, parts, materials, fuel and other supplies brought into or procured in Liberia by either Government or its contractors in connection with the erection, operation, maintenance of the Station or the removal of equipment from the Station. United States Government personnel temporarily in Liberia for the purpose of this Agreement shall be exempt from national, regional, or municipal dues and taxes, including any customs duties, taxes, or other charges on their personal effects and taxes on the emoluments they receive by reason of their employment by the United States Government, to the extent and in the same manner such privileges are enjoyed by United States Embassy staff in Liberia.

(7) A. Subject to the restrictions and limitations of applicable United States legislation, the Government of the United States shall be liable for property damage, death or personal injury arising during construction, installation or joint operation and maintenance of the Station under circumstances where the United States, if a private party, would be liable under the laws of Liberia.

B. Notwithstanding subparagraph (7) A., the Government of the United States shall not be liable for property damage, death or personal injury by virtue of the fact that title to certain equipment remains in the Government of the United States.

C. Nothing in this paragraph shall be considered as authorizing judicial or administrative action against the United States Government in the Republic of Liberia.

(8) The appropriate authorities of the two Governments shall conclude detailed supplemental arrangements to implement this Agreement. However, all communications and arrangements between the Station and agencies of the Government of Liberia relating to the implementation of this Agreement shall be channeled through the Ministry of Foreign Affairs of Liberia and the United States Embassy in Monrovia.

(9) To the extent that United States participation in the establishment, operation and maintenance of the Station, and the training of Liberian personnel, shall be dependent upon funds to be appropriated by the Congress of the United States, it shall be subject to the availability of such funds.

(10) This Agreement shall remain in force for an initial period of ten years and thereafter until the expiration of one year from the date on which either Government shall have given written notice to the other Government of its intention to terminate the Agreement.

(11) The Government of the United States and the Government of Liberia agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

If the foregoing is acceptable to the Government of Liberia, I have the honor to propose that this note together with Your Excellency's reply to that effect shall constitute an agreement between our two Governments regarding the establishment, operation and maintenance of an Omega Navigational Station in Liberia, which Agreement shall enter into force on the date of Your Excellency's reply.

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

MELVIN L. MANFULL

His Excellency Rocheforte L. Weeks
Minister of Foreign Affairs
Monrovia

II

The Liberian Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
MONROVIA, LIBERIA

7863/2-5

April 18, 1973

Mr. Ambassador:

I have the honour to acknowledge receipt of your letter No. 122 dated April 10, 1973 proposing the establishment, operation and maintenance of an Omega Navigational Station in Liberia which reads word for word as follows:

[See note I]

I am pleased to inform you that the Government of Liberia agrees to accept the above quoted letter and this reply as constituting an agreement between our two Governments.

Please accept, Your Excellency, the renewed assurances of my highest consideration.

[Signed]

ROCHEFORTE L. WEEKS
Minister of Foreign Affairs

His Excellency Melvin L. Manfull
Ambassador Extraordinary and Plenipotentiary
Embassy of the United States of America
Monrovia, Liberia
