

No. 14630

**UNITED STATES OF AMERICA
and
MEXICO**

Exchange of letters constituting an agreement relating to cooperative arrangements to curb illegal traffic in narcotic drugs. Mexico City, 11 December 1974

Exchange of letters constituting an agreement amending the above-mentioned Agreement. Mexico City, 24 February 1975

Exchange of letters constituting an agreement amending the above-mentioned Agreement of 11 December 1974, as amended. Mexico City, 20 March 1975

Authentic texts: English and Spanish.

Registered by the United States of America on 11 March 1976.

**ÉTATS-UNIS D'AMÉRIQUE
et
MEXIQUE**

Échange de lettres constituant un accord relatif à des accords de coopération visant à limiter le trafic illicite des stupéfiants. Mexico, 11 décembre 1974

Échange de lettres constituant un accord modifiant l'Accord susmentionné. Mexico, 24 février 1975

Échange de lettres constituant un accord modifiant l'Accord susmentionné du 11 décembre 1974, tel que modifié. Mexico, 20 mars 1975

Textes authentiques : anglais et espagnol.

Enregistrés par les États-Unis d'Amérique le 11 mars 1976.

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND MEXICO RELATING TO CO-OPERATIVE ARRANGEMENTS TO CURB ILLEGAL TRAFFIC IN NARCOTIC DRUGS

I

EMBASSY OF THE UNITED STATES OF AMERICA
MEXICO, D.F.

December 11, 1974

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two Governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States is willing to enter into additional cooperative arrangements with the Government of Mexico in order to support the efforts of the Government of Mexico to reduce such traffic.

The United States Government, for its part, will provide the following material, technical and training support, as may be deemed useful and desirable by the Government of Mexico.

Subject to their availability on a timely basis, the material support will consist of telecommunications equipment at a cost not to exceed one hundred and seventy-five thousand dollars (\$175,000.00); individual equipment for pilots and mechanics at a cost not to exceed twenty-seven thousand dollars (\$27,000.00); as well as arms and ammunition for personnel participating in narcotics control activities, at a cost not to exceed sixty thousand dollars (\$60,000.00).

The Government of the United States will reimburse the Government of Mexico for reasonable expenses incurred by the Government of Mexico for fuel and fuel delivery services for the operation of aircraft and land vehicles employed in curbing narcotics trafficking during the 1975 program of the Government of Mexico, for the eradication of opium poppy, and for which reimbursement for fuel has not been provided in a separate agreement. The cost to the Government of the United States for reimbursement for fuel and fuel delivery services shall not exceed three hundred and fifty thousand dollars (\$350,000.00).

The Government of the United States agrees to provide the Government of Mexico film, paper, chemicals, and other consumables not readily available in Mexico, and a camera, enlarger, and other equipment not provided for in the Agreements of June 10 and June 24, 1974,² which are deemed necessary for use in the multispectral aerial photographic poppy detection system during the period from November 1, 1974, until November 1, 1975, at a cost to the United States Government not to exceed twenty thousand dollars (\$20,000.00).

¹ Came into force on 11 December 1974 by the exchange of the said letters.

² United Nations, *Treaty Series*, vol. 954, p.59.

The material and supplies provided herein are to be used by the Office of the Attorney General of Mexico as support for the narcotics campaign. It is further understood that the use of this equipment shall be restricted to these purposes, except that nothing in this Agreement shall preclude its use in times of natural disaster to prevent loss of life or otherwise engage in humanitarian undertakings.

The Government of Mexico shall provide at its own expense adequate personnel and necessary installations in Mexico City for the maintenance and repair of aircraft and equipment provided by the United States in support of the Government of Mexico's narcotics control efforts. The Government of Mexico agrees to hire at its own expense additional pilots, mechanics, supply and other support personnel in order to raise the numerical level of these personnel to minimum standard ratios for pilots per aircraft, and mechanics per aircraft, and to achieve maximum efficiency of maintenance, supply and repair of aircraft belonging to the air services section of the Office of the Attorney General of Mexico.

Maintenance and supply support services will consist of the provision of advisory services by Bell Helicopter Company personnel for a period not to exceed eighteen months. These personnel will be provided through direct contractual arrangements between the Government of the United States and the Bell Helicopter Company. Such personnel will advise and assist personnel of the air services section of the Office of the Attorney General of Mexico in Mexico City in aircraft maintenance and supply support systems for rotary and fixed wing aircraft, as well as development of appropriate facilities and personnel pursuant to the preceding paragraph to permit the use of such systems.

Within the time during which this contract shall be in effect until the time in which a satisfactory maintenance and supply capability is established, contractor personnel will also assist in specialized maintenance of aircraft and in the procurement of spare parts, special tools, ground support and shop equipment or other equipment necessary for maintenance and repair of all aircraft which are used in the effort to curb the production and trafficking of narcotics. Procurement requisitions developed by the air services section and contractor personnel shall be approved by appropriate authorities of the Governments of Mexico and of the United States. The total cost to the Government of the United States of this maintenance and supply support program will not exceed one million dollars (\$1,000,000.00).

The Government of Mexico agrees to provide at its own expense for use by contractor personnel in performance of their services, the physical facilities, equipment and personnel necessary for the proper implementation of the aforementioned program.

The Government of Mexico agrees that the contractor, its employees and dependents will be permitted to import temporarily and without cost, a reasonable amount of personal and household effects, and an automobile.

The Government of Mexico agrees to make arrangements so that contractor personnel may obtain the necessary legal permits and other documents required to permit contractor personnel to operate in Mexico in compliance with their duties under the contract.

The Government of Mexico agrees to indemnify and safeguard the contractor and members of his personnel against any claim or responsibility for the loss, destruction of or damage to any aircraft and equipment belonging to the Office of the Attorney General of the Republic or of any other property belonging to or provided through that same Office and made available to the contractor himself for the performance of services under this program, unless, in accordance with Mexican

Laws, such loss, destruction or damage shall have been caused by the gross negligence or willful misconduct of the contractor, its directors or officers.

The Government of the United States agrees to provide no more than twenty-five thousand dollars (\$25,000.00) for the purchase of miscellaneous supplies, equipment and services, as mutually agreed upon, in direct support of the eradication program during the 1975 calendar year.

The total cost to the Government of the United States of all assistance provided for in this Agreement shall not exceed one million six hundred and fifty-seven thousand dollars (\$1,657,000.00).

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, any provisions of this Agreement to the contrary notwithstanding.

The Government of Mexico agrees that, at the request of the Embassy of the United States, the Office of the Attorney General shall provide to the personnel of the Government of the United States access to the equipment for the purpose of certifying its usage and condition of service. It is also understood that, through the Embassy of the United States in Mexico, personnel of the Government of the United States and the Office of the Attorney General of Mexico shall exchange semiannually, and at other times mutually agreed upon, information in writing on the specific efforts undertaken in relation to the purposes and objectives of this Agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two Governments.

I take this opportunity to reiterate to you the assurances of my highest consideration and personal esteem.

[Signed]

JOSEPH JOHN JOVA
Ambassador

His Excellency Lic. Pedro Ojeda Paullada
Attorney General of the Republic
Mexico, D.F., Mexico

[TRANSLATION¹ — TRADUCTION²]

OFFICE OF THE ATTORNEY GENERAL OF THE REPUBLIC

Mexico, D.F., December 11, 1974

Excellency:

I take pleasure in replying to your letter of this date, the text of which reads as follows in Spanish:

[*See letter I*]

I wish to inform you that the Government of Mexico concurs in the terms of the above letter.

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

Attorney General of the Republic,

[*Signed*]

PEDRO OJEDA PAULLADA

His Excellency Joseph John Jova
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

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

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

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND MEXICO AMENDING THE AGREEMENT OF 11 DECEMBER 1974² RELATING TO CO-OPERATIVE ARRANGEMENTS TO CURB ILLEGAL TRAFFIC IN NARCOTIC DRUGS

I

EMBASSY OF THE UNITED STATES OF AMERICA
MEXICO, D.F.

February 24, 1975

Dear Mr. Attorney General:

I refer to our exchange of letters of December 11, 1974,² which effected an agreement for the United States Government to provide advisory aircraft maintenance and supply services by Bell Helicopter Company personnel to the Air Services Section of the Attorney General of the Republic.

Due to higher costs than anticipated my Government would now like to increase the cost ceiling of this portion of the Agreement from not to exceed one million dollars (\$1,000,000) to an amount not to exceed one million, six hundred thousand dollars (\$1,600,000). The total cost of all assistance provided for in the said Agreement shall not exceed two million, two hundred and fifty-seven thousand dollars (\$2,257,000).

Your letter of agreement to this increase will constitute the appropriate amendment to the original Agreement, which shall otherwise remain in full force and effect between our two Governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and esteem.

[Signed]

JOSEPH JOHN JOVA
Ambassador

His Excellency Lic. Pedro Ojeda Paullada
Attorney General of the Republic
Mexico, D.F., Mexico

¹ Came into force on 24 February 1975 by the exchange of the said letters.

² See p. 170 of this volume.

[TRANSLATION¹ — TRADUCTION²]

OFFICE OF THE ATTORNEY GENERAL OF THE REPUBLIC

Mexico, D.F., February 24, 1975

No. 2-22

Excellency:

I take pleasure in replying to your note dated today, which in Spanish translation reads as follows:

[See letter I]

I hereby inform you that the Government of Mexico accepts the terms of the foregoing note.

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

ACTIVE SUFFRAGE. NO REELECTION
Attorney General of the Republic,

[Signed]

PEDRO OJEDA PAULLADA

His Excellency Joseph John Jova
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

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

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

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND MEXICO AMENDING THE AGREEMENT OF 11 DECEMBER 1974 AS AMENDED,² RELATING TO CO-OPERATIVE ARRANGEMENTS TO CURB ILLEGAL TRAFFIC IN NARCOTIC DRUGS

I

EMBASSY OF THE UNITED STATES OF AMERICA
MEXICO, D.F.

March 20, 1975

Dear Mr. Attorney General:

I refer to our exchange of letters of December 11, 1974,² which effected an agreement for the United States Government to provide assistance relating to the co-operation between Mexico and the United States to curb the illegal production and traffic in narcotics.

I am pleased to advise you that the United States Government is willing to provide, subject to their possible acquisition and availability on a timely basis, two Bell 212 helicopters with appropriate spare parts for each, in addition to the other assistance provided for in said Agreement. The unit costs of each of these helicopters with spare parts will not exceed one million (1,000,000) dollars.

In order to provide this additional assistance, my Government would like to increase the total cost of all assistance provided for in said Agreement from two million two hundred and fifty-seven thousand (2,257,000) dollars to four million two hundred and fifty-seven thousand dollars (4,257,000).

Your letter of agreement to this addition of two helicopters and increase in cost ceiling will constitute the appropriate amendment to the original Agreement which shall otherwise remain in full force and effect between our two Governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

[Signed]

JOSEPH JOHN JOVA
Ambassador

His Excellency Lic. Pedro Ojeda Paullada
Attorney General of the Republic
Mexico, D.F., Mexico

¹ Came into force on 20 March 1975 by the exchange of the said letters.

² See pp. 170 and 177 of this volume.

[TRANSLATION¹ — TRADUCTION²]

OFFICE OF THE ATTORNEY GENERAL OF THE REPUBLIC

Mexico, D.F., March 20, 1975

Communication No. 2/40

Mr. Ambassador:

I am replying to your note of this date which, translated into Spanish, reads as follows:

[See letter I]

I hereby inform you that the Government of Mexico concurs in the terms of the note transcribed above.

I take this opportunity to renew to you, Mr. Ambassador, the assurance of my highest consideration and personal esteem.

ACTIVE SUFFRAGE. NO REELECTION.
Attorney General of the Republic,

[Signed]

PEDRO OJEDA PAULLADA

His Excellency Joseph John Jova
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D. F., Mexico

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

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