

No. 15113

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**UNITED STATES OF AMERICA  
and  
BARBADOS**

**Exchange of notes constituting an agreement relating to a cooperative weather station program at Seawell Airport—*Barbados—United States Cooperative Rawinsonde Program. Bridgetown, 13 October 1975***

*Authentic text: English.*

*Registered by the United States of America on 10 November 1976.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
BARBADE**

**Échange de notes constituant un accord relatif à un programme de coopération concernant l'exploitation d'une station météorologique à l'aéroport de Seawell—*Programme de coopération Barbade—États-Unis en vue de l'exploitation d'une station de radiosondage/radiovent. Bridgetown, 13 octobre 1975***

*Texte authentique : anglais.*

*Enregistré par les États-Unis d'Amérique le 10 novembre 1976.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND BARBADOS RELATING TO A COOPERATIVE WEATHER STATION PROGRAM AT SEAWELL AIRPORT — *BARBADOS-UNITED STATES COOPERATIVE RAWINSONDE PROGRAM*

I

No. 104

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Government of Barbados and has the honor to refer to the Ministry's Note Number ME 27, vol. II, dated June 10, 1975.

In accordance with the Ministry's statement that the Government of Barbados agrees to the conclusion of a formal agreement establishing the terms of a program of cooperation between the Government of the United States and the Government of Barbados with respect to the operation at Seawell International Airport of a meteorological upper air observation station undertaking rawinsonde observations, the Embassy proposes the following Program of Cooperation and Memorandum of Arrangement.

PROGRAM OF COOPERATION

1. *Purpose.* The purpose of the cooperative program shall be to facilitate the operation and maintenance of a rawinsonde station at Seawell Airport, Barbados, and the international dissemination of reports of observations from this station, through cooperation between the designated Cooperating Agencies of the two Governments.

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 Barbados, the Ministry of Agriculture, Science and Technology, Barbados, hereinafter referred to as the Barbados Cooperating Agency.

3. *Title to property.* Title to all real property, and any improvements thereto, furnished, acquired, or constructed for the purpose of conducting the cooperative program covered by this Agreement shall be vested in the Government of Barbados. Unless otherwise agreed between the two Cooperating Agencies in a specific case, title to any item of equipment or other item of personal property supplied by or acquired with funds supplied by:

- (a) the United States Cooperating Agency, shall remain vested in that Agency;
- (b) the Barbados Cooperating Agency, shall remain vested in the Government of Barbados.

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 of America, and all expenditures incident to the obligations assumed by the Barbados Cooperating Agency shall be paid by the Government of Barbados.

5. *Importation of material, equipment, supplies and goods.* The Government of Barbados shall take all necessary steps to facilitate the importation into Barbados of all materials,

<sup>1</sup> Came into force on 13 October 1975, with retroactive effect from 1 July 1970, in accordance with the provisions of the said notes.

equipment, supplies and goods, including motor vehicles, furnished by the United States Cooperating Agency for use in the cooperative program.

6. *Exemption from duties and taxes.* (a) Any items imported under provisions of paragraph 5 above shall be admitted free of customs and import duties, taxes and other similar charges.

(b) No license fees, taxes or other similar charges shall be levied in respect of the use in Barbados, in connection with the cooperative program, of any items imported under the provisions of paragraph 5 above.

(c) No person ordinarily resident in the United States of America shall pay in Barbados any tax in the nature of a license in respect of any service or work for the Government of the United States of America in connection with the cooperative program or under any contract made with the Government of the United States of America in connection with the cooperative program.

(d) Any official or employee of the United States Cooperating Agency, who is temporarily in Barbados in connection with the cooperative program, and who is not a national of Barbados, shall be exempt from payment of any tax or other charges which might otherwise be imposed solely by virtue of his temporary residence in Barbados.

(e) Any official or employee of the United States Cooperating Agency, serving in Barbados in connection with the cooperative program, who is not a national of Barbados and who is resident in Barbados by reason only of his service or employment, shall be exempt from the payment of customs duties and import duties, taxes and other similar charges on those personal belongings, household effects, equipment and supplies, including one privately owned automobile, which are imported into Barbados for his own use or the use of members of his immediate family, provided that such personal belongings and household effects accompany the owner or are imported within sixty days prior to or six months immediately following his arrival in Barbados.

(f) Any official or employee as defined in paragraph 6(e), and the wife and minor children of any such official or employee, shall be exempt from the payment of all taxes which may be otherwise imposed solely by virtue of his residence in Barbados, including (1) income tax (except in respect of income derived from sources in Barbados); (2) social security taxes; (3) any poll tax or similar tax on their person; and (4) any tax on the ownership or use of property situated outside Barbados.

(g) Any official or employee as defined in paragraph 6(e) above shall have full access to the facilities and services of the United States Embassy, Bridgetown, and to the commissary and exchange privileges of the United States Naval Facility in Barbados.

7. *Conduct of work and liability.* The observation work provided for by the present Agreement shall be conducted by the Barbados Cooperating Agency. Employees furnished by the United States Cooperating Agency shall be considered as being in the sole employment of the United States Cooperating Agency, which shall indemnify and hold harmless the Barbados Cooperating Agency, its officers and agents from any liability whatsoever resulting from the use of station equipment, including vehicles, by the agents or employees of the United States Cooperating Agency. Employees of the Barbados Cooperating Agency shall be considered as being in the sole employment of the Barbados Cooperating Agency, which shall likewise indemnify and hold harmless the United States Cooperating Agency, its officers and agents from any liability whatsoever resulting from the use of station equipment, including vehicles, by the agents or employees of the Barbados Cooperating Agency. No liability shall attach to either Cooperating Agency based solely on title to the equipment, facilities or other property used in the cooperative program.

8. *Protection of radio frequencies.* The radio operating frequencies 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 provisions of the Radio Regulations annexed to the International Telecommunication Convention.

9. *Appropriation of funds.* To the extent that the carrying out of any provisions of this Agreement will depend on funds appropriated by the Congress of the United States, it shall be subject to the availability of funds.

10. *Memorandum of Arrangement.* A Memorandum of Arrangement, specifying further details of the cooperative program to be operated under this Agreement, shall be agreed by the United States Cooperating Agency and the Barbados Cooperating Agency, and may be amended at any time by further agreement between them.

11. *Term.* This Agreement shall be deemed to have entered into force on July 1, 1970, and shall remain in force until terminated by mutual agreement or until sixty days after either Government has given notice in writing to the other Government of its intention to terminate the Agreement.

#### MEMORANDUM OF ARRANGEMENT

The National Oceanic and Atmospheric Administration of the United States Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and the Ministry of Agriculture, Science and Technology, Barbados, hereinafter referred to as the Barbados Cooperating Agency, pursuant to the provisions of the agreement between the Government of the United States of America and the Government of Barbados regarding their cooperation in the operation and maintenance of a rawinsonde station at Seawell Airport, Barbados, have agreed as follows:

1. *Name of program.* The cooperative program to which this Memorandum of Arrangement refers shall be known as the "Barbados-United States Cooperative Rawinsonde Program."

2. *Conduct of work.* The management of the station and the conduct of its observational and reporting operations shall be under the control of the Barbados Cooperating Agency, acting in consultation, as necessary, with the United States Cooperating Agency.

3. *Specific undertakings on the part of the United States Cooperating Agency.* The United States Cooperating Agency:

- (a) shall provide and transport at its cost either to Seawell Airport, Barbados, or to the local port serving that airport, as it deems appropriate, all quantities of the technical equipment and technical supplies required for the establishment, maintenance and operation of the station, including rawinsonde ground tracking and recording equipment, hydrogen-generating equipment, radome, stand-by electric power plant, radiosonde units, balloons, parachutes, lighting units, plotting and computing equipment and charts, and necessary ancillary items, spare parts and test equipment;
- (b) shall assist in the maintenance of the rawinsonde observational system and associated ancillary equipment by meeting the expenditures on materials and parts involved in other than routine preventive maintenance by the staff of the station and by assigning a resident United States Physical Science Technician to the station to participate in the maintenance, servicing and calibration of the technical equipment and the training of personnel, this technician to be available also for periodic temporary detail, by the United States Cooperating Agency, to other rawinsonde stations in the area, for similar duties;
- (c) shall assist, on lines to be agreed with the Barbados Cooperating Agency, in the training as an observer and in basic electronics of the official of that agency who is selected to serve as the technician referred to in 4(e) below;
- (d) on satisfactory completion, by the official, of the training prescribed in 3(c) above, shall arrange for him to attend, in the United States, a specialized course of about four weeks, duration on the maintenance of the rawinsonde system and shall bear all costs in connection with such attendance, including round-trip transportation between the rawinsonde station and the United States, necessary travel within the United States and the payment of the appropriate United States per diem allowance while en route to or in the United States;

- (e) as soon as this Memorandum of Arrangement enters into force, shall pay to the Barbados Cooperating Agency the sum of five thousand dollars (\$5,000) in United States currency, as a contribution towards the cost of construction of the rawinsonde station, unless such payment shall have been made to an appropriate agency of the Government of Barbados prior to the date on which this Memorandum of Arrangement enters into force.

4. *Specific undertakings on the part of the Barbados Cooperating Agency.* The Barbados Cooperating Agency:

- (a) shall maintain in operation a rawinsonde station at Seawell Airport, Barbados;
- (b) shall arrange for rawinsonde ascents to be made at the station at 0000 GMT and 1200 GMT each day, including Sundays and holidays, and occasionally at other times, at the request of the United States Cooperating Agency, when additional observations are needed for hurricane forecasting or research, and shall arrange for reports of the observations to be transmitted to the United States telecommunications center acceptable to both Cooperating Agencies, for further international dissemination;
- (c) shall arrange for the observations and reports to be made in accordance with the practices and procedures recommended by the World Meteorological Organization, as supplemented by the provisions of the relevant technical manuals of the United States Cooperating Agency;
- (d) shall provide and maintain at its cost, except as provided in 3(e) above, or shall arrange for the provision and maintenance of, all buildings and services necessary for the operation of the station, including office quarters, balloon inflation room, hydrogen-generator room, electronics workshop, space for standby electric power plant, working space for the resident United States technician, storage space, water supply, electric light and power and telephone;
- (e) shall provide all personnel necessary for operating the rawinsonde activities of the station, including, as soon as practicable, a technician qualified and trained to participate in and supervise the observational activities and to undertake complete maintenance of the rawinsonde observational system and the associated ancillary equipment;
- (f) shall undertake routine preventive maintenance of the technical equipment installed at the station;
- (g) shall provide transportation within Barbados for all equipment and supplies required for the operation of the station;
- (h) shall pay any charges levied in Barbados in respect of the transmission of the reports referred to in 4(c) above;
- (i) shall provide the United States Cooperating Agency with copies, on forms to be supplied by that Agency, of the rawinsonde observations made at the station and also, at the request of the United States Cooperating Agency, shall make available to that Agency, for reference, the records of the rawinsonde ground equipment.

5. *Term.* This Memorandum of Arrangement shall be deemed to have entered into force on July 1, 1970, and shall be continuous with the related Agreement between the Government of the United States of America and the Government of Barbados.

IN WITNESS WHEREOF the undersigned, being authorized thereto, have executed this Memorandum of Arrangement at Bridgetown on October 13, 1975.

[Signed]

THEODORE R. BRITTON, Jr.  
Ambassador  
of the United States of America

For the United States Cooperating Agency

[Signed]

ANDERSON MORRISON  
Minister of Agriculture,  
Science and Technology

For the Barbados Cooperating Agency

If the foregoing is acceptable to the Government of Barbados, the Embassy also proposes that the present Note and the Ministry's reply to it shall together constitute the Agreement and that, upon notification to the Embassy of acceptance by the Government of Barbados, the Memorandum of Arrangement be signed by duly authorized representatives of the two Governments.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs of Barbados the assurances of its highest consideration.

Embassy of the United States of America

Bridgetown, October 13, 1975.

## II

No. 9004/13/1/T.2

The Ministry of External Affairs of Barbados presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 104 of 13th October 1975.

The Ministry of External Affairs wishes to state that the Government of Barbados agrees to the conclusion of a formal agreement establishing the terms of a programme of cooperation between the Government of the United States and the Government of Barbados with respect to the operation at Seawell International Airport of a Meteorological Upper Air Observation Station undertaking Rawinsonde observations and accepts the following programme of cooperation and Memorandum of Arrangement:

*[See note I]*

The Ministry of External Affairs wishes to state further that the present Note in reply to the Embassy's Note No. 104 of 13th October 1975 shall together constitute the formal Agreement between our two Governments.

The Ministry of External Affairs of Barbados avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Ministry of External Affairs  
Barbados

13th October 1975.

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