

No. 16248

**UNITED STATES OF AMERICA
and
COSTA RICA**

**Exchange of notes constituting an agreement relating to a
co-operative meteorological programme. San José,
16 August and 4 December 1974**

Authentic texts: English and Spanish.

Registered by the United States of America on 27 January 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
COSTA RICA**

**Échange de notes constituant un accord relatif à un pro-
gramme de coopération en matière d'observations mé-
téorologiques. San José, 16 août et 4 décembre 1974**

Textes authentiques : anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 27 janvier 1978.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN
THE UNITED STATES OF AMERICA AND COSTA RICA RELATING
TO A COOPERATIVE METEOROLOGICAL PROGRAM

I

San José, August 16, 1974

No. 147

Excellency:

I have the honor to inform Your Excellency that my Government has noted with appreciation the steps which have been taken by the Government of Costa Rica and the Governments of the other Central American Republics to improve the meteorological observing and telecommunications networks in their respective territories in furtherance of the objectives of the World Weather Watch Program of the World Meteorological Organization.

My Government has been privileged to participate, through the Voluntary Assistance program of the World Meteorological Organization, in some of these developments, including the improvement of the meteorological telecommunications system at Juan Santamaría Airport and the establishment of the San José rawinsonde station.

My Government believes, however, that in view of the significant number of new facilities now in operation in the Central American Republics and the recognized need for special and continuous attention to maintenance and servicing in their operation, it would be helpful, in the initial phases of such operation, if the various national operational staffs could draw upon the technical support of an experienced electronics maintenance specialist located in the region.

Accordingly, if this would be agreeable to Your Excellency's Government, my Government is prepared to post an experienced United States technical expert to San José, as a base, to provide, primarily, maintenance and servicing support, as necessary, for the meteorological and telecommunications equipment of the National Meteorological Services of Costa Rica and the other Central American Republics. It is furthermore the hope of my Government that Your Excellency's Government will find it possible to provide suitable office space in the vicinity of the rawinsonde station for this United States technician.

In light of the foregoing, I have the honor to propose the establishment of a program of cooperation in this matter between the Government of the United States of America and the Government of Costa Rica on the following terms:

1. *Purpose of the program*

The purpose of the cooperative program shall be primarily to facilitate, through cooperation between the designated Cooperating Agencies of the two Governments, the operation, maintenance and servicing of the improved meteorological observation and telecommunications systems which have been introduced by the National Meteorological Services of the Central American Republics in support of the development of the World Weather Watch Program of the World Meteorological Organization.

¹ Came into force on 4 December 1974, the date of the note in reply, in accordance with the provisions of the said notes.

2. *Cooperating Agencies*

(a) The Cooperating Agencies shall be:

- (i) 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
- (ii) for the Government of Costa Rica, the [National Meteorological Service] hereinafter referred to as the Costa Rican Cooperating Agency.

(b) The United States Cooperating Agency shall:

- (i) assign, to the headquarters of the National Meteorological Service of Costa Rica in San José, a United States expert who is qualified to assist, whenever necessary, in the maintenance and servicing of the meteorological and telecommunications equipment of that Service and who shall be available also to visit the other Central American Republics and certain South American Republics, whenever deemed necessary by the United States Cooperating Agency, to provide similar assistance to their National Meteorological Services; and
- (ii) bear all costs relating to the assignment, referred to in paragraph 2(b)(i) above, except as provided in paragraph 2(c) below.

(c) The Costa Rican Cooperating Agency shall provide, without charge, appropriate office space, including utilities, in the vicinity, if possible, of the San José rawinsonde station, for the United States expert assigned in accordance with paragraph 2(b)(i) above.

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 Costa Rican Cooperating Agency, except when the Government of Costa Rica shall have determined that such title shall be vested, or remain vested, in another Costa Rican agency. Title to any item of equipment or other item of personal property shall remain vested in the Cooperating Agency which supplied, or provided funds for the supply of, the item, unless otherwise agreed, in a specific case, between the United States Cooperating Agency and the Costa Rican Cooperating Agency.

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 Costa Rican Cooperating Agency shall be paid by the Government of Costa Rica.

5. *Importation of materials, equipment, supplies and goods*

The Government of Costa Rica shall take all necessary steps to facilitate the importation into Costa Rica of all materials, 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 and from requirements for licenses and permits*

(a) All materials, equipment, supplies and goods, furnished by the United States Cooperating Agency and imported into Costa Rica for use in the cooperative program covered by this Agreement (including motor vehicles and any materials, equipment, supplies and goods accompanying or subsequently imported by any expert entering Costa Rica for or in the performance of his duties in connection with the cooperative program), shall be admitted free of customs and import duties, taxes and other similar charges and without any requirement for an import license or similar documentation or authorization.

(b) No license fees, taxes or other similar charges shall be levied in respect of the use in Costa Rica, in connection with the cooperative program, of any items imported under the provisions of paragraph 6(a) above.

(c) No person ordinarily resident in the United States of America shall pay in Costa Rica 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 Costa Rica, in connection with the cooperative program, and who is not a national of Costa Rica, shall be exempt from payment of any tax or other charges which might otherwise be imposed solely by virtue of his temporary residence in Costa Rica and from any requirement to possess or apply for a work permit.

(e) Officials and employees of the United States Department of Commerce participating in the cooperative program will enjoy the privileges and immunities accorded to the diplomatic personnel of the Embassy of the United States of America in Costa Rica in respect of immunity from the criminal jurisdiction of the Republic of Costa Rica. Such officials and employees will enjoy immunity from civil and administrative jurisdiction of the Republic of Costa Rica in respect of acts performed in the exercise of their functions under this Agreement.

(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 Costa Rica, including (1) income tax (except in respect of income derived from sources in Costa Rica); (2) social security taxes; (3) any poll tax or similar tax on the person; and (4) any tax on the ownership or use of property situated outside Costa Rica.

(g) The Republic of Costa Rica 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 Costa Rica to diplomatic personnel of the United States Embassy in Costa Rica.

7. *Liability*

Each Cooperating Agency shall be responsible for claims for damage to property or injury to persons with respect only to activities under the cooperative program directly engaged in or performed by that Cooperating Agency or its employees. No liability shall [be] attach[ed] to any Cooperating Agency based solely on title to the equipment, facilities or other property used in the cooperative program.

8. *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 such funds.

9. *Term*

This Agreement shall remain in force for five years unless 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 and may be extended for additional five-year periods by mutual agreement.

If the foregoing is acceptable to the Government of Costa Rica, I have the honor to propose that this note and Your Excellency's reply to that effect shall together constitute an agreement between our two Governments concerning this matter and shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

LYLE F. LANE
Chargé d'affaires a.i.

His Excellency Licenciado Fernando Volio Jiménez
Acting Minister of Foreign Relations
San José

II

[SPANISH TEXT — TEXTE ESPAGNOL]

REPÚBLICA DE COSTA RICA
MINISTERIO DE RELACIONES EXTERIORES Y CULTO

Depto. de Norteamérica y O.E.A.

San José, 4 de diciembre de 1974

No. 73.992-PE

Honorable Señor:

Tengo el honor de contestar su nota de 16 de agosto de 1974, que textualmente dice:

“Excelencia. Tengo el honor de informar a Vuestra Excelencia que mi Gobierno ha tomado nota con beneplácito de las medidas adoptadas por el Gobierno de Costa Rica y por los Gobiernos de las demás Repúblicas Centroamericanas para mejorar las redes de observación y telecomunicaciones meteorológicas en sus respectivos territorios con el propósito de promover los objetivos del Programa de Vigilancia Meteorológica Mundial de la Organización Meteorológica Mundial.

“Mi Gobierno ha sido distinguido con el privilegio de participar, por conducto del Programa de Asistencia Voluntaria, en algunas de estas actividades, inclusive el mejoramiento del sistema de telecomunicaciones meteorológicas en el Aeropuerto de Juan Santamaría y el establecimiento de la estación de radiovientosonda en San José.

“Sin embargo, mi Gobierno es de la opinión que, en vista del número considerable de nuevas instalaciones actualmente en funcionamiento en las Repúblicas Centroamericanas y dada la reconocida necesidad de una atención especial y continua a su mantenimiento y reparación durante su funcionamiento, sería beneficioso, en las fases iniciales de tal funcionamiento, si el personal de servicio de las diversas naciones pudiera recurrir al apoyo técnico de un experimentado especialista de mantenimiento de equipos electrónicos, situado en la región.

“En consecuencia, si ello contara con la conformidad del Gobierno de Vuestra Excelencia, mi Gobierno está dispuesto a enviar a un experimentado experto técnico de los Estados Unidos a San José, ciudad que sería su base de operaciones, para proporcionar, esencialmente, servicios de apoyo para el mantenimiento y la reparación en la medida necesaria del equipo meteorológico y de telecomunicaciones del Servicio Meteorológico Nacional de Costa Rica y de las demás Repúblicas Centroamericanas. Además, mi Gobierno abriga la esperanza de que el Gobierno de Vuestra Excelencia considere la posibilidad de proporcionar adecuado espacio de oficina para este técnico de los Estados Unidos, en proximidad de la estación de radiovientosonda.

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF COSTA RICA
MINISTRY OF FOREIGN RELATIONS AND WORSHIP

Office for North America and the OAS

San José, December 4, 1974

No. 73.992-PE

Dear Sir:

I have the honor to reply to your note of August 16, 1974, the text of which is as follows:

[*See note I*]

I am pleased to inform you that the proposals transcribed above are acceptable to the Government of Costa Rica.

Consequently, this note and your note shall constitute an agreement between our two Governments which shall enter into force on this date.

I avail myself of the opportunity to renew to you the assurances of my high and distinguished consideration.

[*Signed*]

GONZALO J. FACIO
Minister of Foreign Relations

Mr. Lyle Lane
Chargé d'Affaires a.i.
Embassy of the United States of America
San José

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

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