

**No. 16617**

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**UNITED STATES OF AMERICA  
and  
COSTA RICA**

**Exchange of notes constituting an agreement relating to  
weather stations. San José, 29 April and 8 June 1976**

*Authentic texts: English and Spanish.*

*Registered by the United States of America on 27 April 1978.*

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

**Échange de notes constituant un accord relatif aux stations  
météorologiques. San José, 29 avril et 8 juin 1976**

*Textes authentiques : anglais et espagnol.*

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

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN  
THE UNITED STATES OF AMERICA AND COSTA RICA RELATING  
TO WEATHER STATIONS

I

*The American Ambassador to the Costa Rican Minister of Foreign Relations*

April 29, 1976

No. 63

Excellency:

I have the honor to inform Your Excellency that my Government has noted with interest and appreciation the development of the rawinsonde program in Costa Rica which has been carried out by the Government of Costa Rica and the Government of the United States under the World Meteorological Organization's Voluntary Assistance Program (VAP) project OB/1/1/2 which entered into force on February 11, 1971. The establishment of this station is a part of the continuing program of the Government of Costa Rica for the expansion and development of meteorological services in Costa Rica. Under the Voluntary Assistance Program project for the establishment of the rawinsonde station at San José, Costa Rica, the capital equipment was provided by my Government together with expendable supplies for three years of operation. The provision of equipment and expendable supplies for this VAP project has now been completed.

In addition to its national value, the extension of the meteorological network in Costa Rica represents a significant contribution to the further development of the global upper air observational network which is a major objective of the World Weather Watch program of the World Meteorological Organization.

As part of the World Weather Watch program, the Government of the United States of America is responsible for the operation, near Washington, D.C., of one of the three World Meteorological Centers provided in the program, to collect global data and disseminate resultant processed products for the use of all countries. My Government, therefore, has a special interest in network improvements such as those effected by Your Excellency's Government. It is desirous of assisting insofar as practicable, through appropriate bilateral agreements for meteorological cooperation, in the continuation of arrangements which ensure uninterrupted operation of new facilities.

If the Government of Costa Rica considers that some measure of continued technical support from my Government would be helpful in achieving these objectives in respect of the operation of its rawinsonde station, I have the honor to propose a further program for cooperation between our two Governments of the following terms:

1. *Purpose.* The purpose of the program shall be the facilitation of the operation and maintenance of a rawinsonde observation station at San José, Costa Rica, and the international dissem-

<sup>1</sup> Came into force on 8 June 1976 by the exchange of the said notes, with retroactive effect from 1 January 1976, in accordance with their provisions.

ination of reports of the 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 Costa Rica, the Servicio Meteorológico de Costa Rica, Ministerio de Agricultura y Ganadería, hereinafter referred to as the Costa Rica 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 program covered by this agreement shall be vested in the Costa Rica Cooperating Agency. Title to any item of equipment or other item of personal property provided under the terms of this agreement shall remain vested, unless otherwise agreed between the two Cooperating Agencies in a specific case, in the Cooperating Agency which supplied, or provided funds for the supply of, the item.

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

5. *Exemption from Duties and Taxes.* All supplies and equipment furnished by the United States Cooperating Agency and imported into Costa Rica for use in the cooperative program shall be admitted free of taxes, customs and import duties and other charges.

6. *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 the provision of the Radio Regulations<sup>1</sup> annexed to the International Telecommunication Convention.<sup>2</sup>

7. *Appropriation of Funds.* To the extent that the carrying out of any provision of this agreement will depend on funds appropriated by the Congress of the United States of America, it shall be subject to the availability of such funds.

8. *Memorandum of Arrangement.* A Memorandum of Arrangement, specifying further details of the cooperative program to be operated under the agreement, shall be agreed by the two Cooperating Agencies and may be amended at any time by further agreement between them.

9. *Term.* This Agreement shall enter into force with effect as from January 1, 1976, 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.

If the above proposal meets with the approval of 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, which shall enter and remain in force in accordance with the foregoing terms.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

TERENCE A. TODMAN

<sup>1</sup> International Telecommunications Union, *Radio Regulations*, Geneva, 1959.

<sup>2</sup> *Ibid.*, *International Telecommunications Convention*, Montreux, 1965.

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

*The Costa Rican Minister of Foreign Relations ad interim  
to the American Ambassador*

REPUBLIC OF COSTA RICA  
MINISTRY OF FOREIGN RELATIONS AND WORSHIP  
Office of the Director General for Foreign Policy

San José, June 8, 1976

No. 81.639 PE

Mr. Ambassador:

I have the honor to reply to Your Excellency's note No. 63 of April 29, 1976, which reads as follows:

[*See note I*]

I am pleased to inform you that the Government of Costa Rica accepts the foregoing proposal.

Accordingly, this note and Your Excellency's note transcribed above shall constitute an Agreement between our two countries which shall enter into and remain in force as established in point 9 thereof.

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

[*Signed*]  
WILBURG JIMÉNEZ CASTRO  
Minister a.i.

His Excellency Terence A. Todman  
Ambassador of the United States of America  
San José

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<sup>1</sup> Translation supplied by the Government of the United States of America.

<sup>2</sup> Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.