

No. 16831

**UNITED STATES OF AMERICA
and
COLOMBIA**

Exchange of notes constituting an agreement relating to weather stations (with related notes and memorandum of arrangement dated 28 December 1976). Bogotá, 22 December 1976

Authentic texts: English and Spanish.

Registered by the United States of America on 10 July 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
COLOMBIE**

Échange de notes constituant un accord relatif aux stations météorologiques (avec notes connexes et mémorandum d'application en date du 28 décembre 1976). Bogotá, le 22 décembre 1976

Textes authentiques: anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 10 juillet 1978.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND COLOMBIA RELATING TO WEATHER STATIONS

I

The American Ambassador to the Colombian Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

Bogotá, December 22, 1976

No. 6078

Excellency:

I have the honor to refer to the cooperative program between the Government of the United States of America and the Government of Colombia for the operation of a rawinsonde observation station at Bogotá and a similar station on San Andrés Island. The program was established by an agreement effected by an exchange of notes on February 6 and March 14, 1956.² This program was subsequently extended by exchanges of notes in 1959,³ 1964,⁴ and 1968.⁵

In view of the mutual benefit of this program, my Government proposes that, for the station on San Andrés, it be continued on the following terms for the fixed term from the date of agreement through December 31, 1979, at which time the Government of Colombia will assume full operational, maintenance and financial responsibility for the station to provide upper air observations for international exchange.

1. *Purpose.* The purpose of the program shall be the facilitation of the operation and maintenance of the rawinsonde observation station on San Andrés Island, Colombia, and the international dissemination 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 Colombia, the Colombian Institute of Hydrology, Meteorology and Land Fitness, hereinafter referred to as the Colombian 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 Colombian Cooperating Agency. Title to any item of equipment or other item of personal property shall remain vested, unless otherwise agreed

¹ Came into force on 22 December 1976 by the exchange of the said notes, with effect from 1 January 1977, in accordance with their provisions.

² United Nations, *Treaty Series*, vol. 271, p. 303.

³ *Ibid.*, vol. 344, p. 193.

⁴ *Ibid.*, vol. 530, p. 77.

⁵ *Ibid.*, vol. 714, p. 35.

between the two Cooperating Agencies in a specific case, in the Cooperating Agency which supplied, or provided funds for the supply of, the item. Upon satisfactory conclusion of this agreement and at the end of the full term of agreement, title to all equipment provided by the United States shall be transferred to the Colombian 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 Colombian Cooperating Agency shall be paid by the Government of Colombia.

5. *Exemption from duties and taxes.* (a) All equipment and supplies furnished by the United States Cooperating Agency and imported into Colombia for use in the cooperative program shall be admitted free of customs and import duties.

(b) Any national of the United States of America, serving or employed in Colombia in carrying out the cooperative program for the United States Cooperating Agency and present in Colombia by reason only of such services or employment, shall be exempt from the payment of customs and import duties on those personal belongings.

(c) Any such national shall be exempt from the payment of all Colombian taxes including (1) income tax (except in respect of income derived from Colombian sources), (2) social security taxes, (3) any poll tax or similar tax on his person and (4) any tax on the ownership or use of property situated outside Colombia.

(d) No person ordinarily resident in the United States of America shall be liable to pay in Colombia 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, and shall be exempt from any requirement to possess or apply for a work permit.

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 provisions of the *Radio Regulations* annexed to the International Telecommunication Convention.¹

7. *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. This Memorandum of Arrangement may be amended at any time by further agreement between the Cooperating Agencies.

8. *Term.* This agreement shall continue in force until December 31, 1979, or until terminated by mutual agreement of the two Governments or until sixty days after one Government gives to the other Government notice in writing of its desire to terminate it. This agreement shall terminate automatically if either of the following occurs: (a) observations at San Andrés are not made and reported for a period of sixty consecutive days, or (b) expendable supplies destined for San Andrés are not so utilized.

I have the honor to propose that, if the above proposal meets with the approval of Your Excellency's Government, this note and Your Excellency's reply thereto be considered as constituting an agreement between our two Governments concerning this matter effective January 1, 1977.

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

PHILLIP V. SANCHEZ

¹ International Telecommunication Union, *Radio Regulations*, Geneva, 1959.

[TRANSLATION¹—TRADUCTION²]*The Colombian Ministry of Foreign Affairs to the American Embassy*REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN AFFAIRS

No. DM 1016

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of note No. 6078 concerning proposed Meteorological Cooperation, the text of which is as follows:

[See note I]

The Ministry of Foreign Affairs accepts the foregoing proposal and avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest and most distinguished consideration.

Bogotá, December 22, 1976.

I. AGUIRRE

RELATED NOTES

I a

EMBASSY OF THE UNITED STATES OF AMERICA

Bogotá, December 22, 1976

No. 6079

Excellency:

I have the honor to refer to the recent consultations concerning continued Meteorological Cooperation between our two governments, and in particular to arrangements for the Bogotá Upper Air Station.

The United States Government is pleased to note that the Government of Colombia plans to submit a revised Voluntary Assistance Program (VAP) request to the World Meteorological Organization (WMO) for improved equipment and expendable supplies for the Upper Air Station at Bogotá. The United States Government will endorse the request and will ensure that it be honored early in 1977, although as explained during the consultations, it cannot define what type of equipment will be provided.

The United States Government understands that, in addition to equipment, the request will include expendable supplies for one observation per day through December 31, 1978, and two observations per day during calendar year 1979. Until such time as the improved equipment is installed and functioning, the National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce, will provide expendable supplies for one observation per day. Also, when the improved equipment is installed and functioning, NOAA will withdraw the SCR 658, the ground equipment currently in use.

The United States Government also notes that the Government of Colombia plans to submit a VAP request to the WMO for two short-term fellowships of about three weeks' duration for training in the maintenance of GMD rawinsonde

¹ Translation supplied by the Government of the United States of America.² Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.

equipment. The United States Government, through NOAA, will make an offer to the Government of Colombia through the WMO to provide the requested training.

Finally, the United States Government notes that the Government of Colombia has an existing VAP request to the WMO for long-term fellowships in Meteorology. The United States Government, through NOAA, will make an offer to the Government of Colombia through the WMO to provide two long-term fellowships in synoptic Meteorology leading to bachelor's degrees from a university in the United States.

I have the honor to propose that, if the above meets with the approval of the Colombian Government, this note and your reply thereto be considered as constituting an agreement between our two governments concerning this matter effective January 1, 1977.

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

PHILLIP V. SANCHEZ

II a

[SPANISH TEXT—TEXTE ESPAGNOL]

REPÚBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

DM-1014

El Ministerio de Relaciones Exteriores saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América y tiene el honor de avisar recibo de la nota No. 6079 relacionada con el Proyecto sobre Cooperación Meteorológica, que a la letra dice:

“Excelencia: Tengo el honor de referirme a las recientes conversaciones respecto a la continuación de la Cooperación Meteorológica entre nuestros dos gobiernos, y en particular a los acuerdos en relación a la Estación de Observación de Bogotá. El Gobierno de los Estados Unidos se complace en manifestar su conocimiento de que el Gobierno de Colombia planea presentar la solicitud para un Programa revisado de Asistencia Voluntaria (VAP) a la Organización Meteorológica Mundial (CMM) para el mejoramiento de equipo y suministros disponibles para la Estación de Observación de Bogotá. El Gobierno de los Estados Unidos respaldará dicha solicitud y se asegurará de que ésta sera concedida durante la primera parte del año de 1977, aún cuando, según se explicó durante las deliberaciones, no es posible definir la clase de equipo que será suministrado. El Gobierno de los Estados Unidos entiende que además del equipo, la solicitud incluirá suministros disponibles para una observación diaria hasta diciembre 31 de 1978, y dos observaciones diarias durante el año calendario de 1979. Hasta la fecha en que el equipo mejorado sea instalado y esté en funcionamiento, la Administración Nacional Oceánica y Atmosférica (NOAA) del Departamento de Comercio de los Estados Unidos proporcionará los suministros disponibles para una observación diaria. En consecuencia, cuando el equipo mejorado esté instalado y en funcionamiento NOAA retirará el equipo terrestre SCR 658 que se halla actualmente en uso. El Gobierno de los Estados Unidos conocedor de que el Gobierno de Colombia planea presentar la solicitud de un VAP a la OMM que incluye dos becas a corto plazo de

cerca de tres semanas de duración para entrenamiento en el mantenimiento del equipo “rawinsonde” GMD, el Gobierno de los Estados Unidos a través de NOAA, presentará a través de la OMM una oferta al Gobierno de Colombia para proporcionar el entrenamiento solicitado. Y finalmente, el Gobierno de los Estados Unidos conector de que el Gobierno de Colombia tiene una solicitud pendiente VAP en la OMM de dos becas a largo plazo para el estudio de la ciencia meteorológica, el Gobierno de los Estados Unidos por intermedio de NOAA presentará al Gobierno de Colombia una oferta a través de la OMM para proporcionar las dos becas a largo plazo en Meteorología sinóptica hasta obtener el grado de universitario de “bachelor” en una universidad de los Estados Unidos. Tengo el honor de proponer que, si la anterior propuesta es aceptada por el Gobierno de Colombia, esta nota y la respuesta de Su Excelencia sean consideradas como constitutivas de un Convenio entre nuestros dos gobiernos sobre este asunto siendo efectivo a partir del primero de enero de 1977. Le ruego, Excelencia, aceptar las seguridades de mi más alta y distinguida consideración”.

El Gobierno colombiano al manifestar su conformidad con los puntos anteriores aprovecha la oportunidad para reiterar a la Honorable Embajada de los Estados Unidos de América los sentimientos de su más alta y distinguida consideración.

Bogotá, D.E., diciembre 22 de 1976.

I. AGUIRRE

[TRANSLATION¹—TRADUCTION²]

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN AFFAIRS

No. DM-1014

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of note No. 6079 concerning proposed Meteorological Cooperation, the text of which is as follows:

[See note Ia]

The Colombian Government expresses its agreement with the foregoing and avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest and most distinguished consideration.

Bogotá, D.E., December 22, 1976.

I. AGUIRRE

I b

EMBASSY OF THE UNITED STATES OF AMERICA

Bogotá, December 22, 1976

No. 6006

Excellency:

I have the honor to refer to discussions between our representatives on a proposed new agreement concerning our Cooperative Meteorological Program. The agreement currently authorizing the program was effected by an exchange of

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

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

notes signed at Bogotá, December 19, 1968, and entered into force on the same date.

Under the existing agreement, the U.S. Government has provided a Physical Science Technician resident in Colombia. Under the proposed new agreement, the U.S. Government will provide technical services by a nonresident technician. However, the current resident technician will remain in Colombia for a period of up to one year. This note proposes to define his status during this interim period. Specifically, I propose that his status in Colombia continue exactly as it has during the current agreement and as defined therein. The pertinent paragraphs are quoted as follows:

“Any national of the United States of America, serving or employed in Colombia as the Resident Technician assigned to the Cooperative Program by the United States cooperating agency and present in Colombia by reason only of such service or employment, shall be exempt from the payment of customs and import duties on those personal belongings, household effects, equipment and supplies, including one privately owned automobile, which are imported into Colombia for his own use or the use of members of his immediate family, provided that such items are imported at the time of his entry into Colombia or within the period of six months immediately following such entry.”

“Any such national, and the wife and minor children of any such national, shall be exempt from the payment of all Colombian taxes including (1) Income Tax (except in respect of income derived from Colombian sources); (2) Social Security Taxes; (3) any Poll Tax or similar tax on his person; and (4) any tax on the ownership or use of property situated outside Colombia.”

“No person ordinarily resident in the United States of America shall be liable to pay in Colombia 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.”

I have the honor to propose that, if the above meets with the approval of the Colombian Government, this note and your reply thereto be considered as constituting an agreement between our two Governments concerning this matter effective January 1, 1977.

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

PHILLIP V. SANCHEZ

II b

[SPANISH TEXT—TEXTE ESPAGNOL]

REPÚBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

DM-1015

El Ministerio de Relaciones Exteriores saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América y tiene el honor de avisar recibo de la nota número 6006, relacionada con el proyecto sobre Cooperación Meteorológica, que a la letra dice:

[TRANSLATION¹—TRADUCTION²]REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN AFFAIRS

No. DM-1015

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of note No. 6006 concerning proposed Meteorological Cooperation, the text of which is as follows:

[See note 1b]

The Colombian Government expresses its agreement with the foregoing and avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest and most distinguished consideration.

Bogotá, D.E., December 22, 1976.

I. AGUIRRE

MEMORANDUM OF ARRANGEMENT

The National Oceanic and Atmospheric Administration, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and the Colombian Institute of Hydrology, Meteorology and Land Fitness, hereinafter referred to as the Colombian Cooperating Agency,

Pursuant to the provisions of the agreement between the Government of the United States of America and the Government of Colombia of December 22, 1976, for the continuation of the cooperative program for the operation of a rawinsonde observation station on San Andrés Island, utilizing equipment already provided by the United States under the agreement and presently on site on San Andrés, together with such other equipment as may be necessary under the terms of this agreement,

Have agreed as follows:

1. *Name of undertaking.* The program to which this Memorandum of Arrangement refers shall be known as the “United States-Colombian Cooperative Meteorological Observation Program”.

2. *Conduct of work.* The management of the station and the conduct of the observational and reporting programs shall be under the control of the Colombian Cooperating Agency, acting in close collaboration 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 the rawinsonde ground equipment and supplies, including electrolytic hydrogen generator and operating expendables, radiosonde units, balloons, and forms required to maintain and operate the station;
- (b) Shall provide standby electricity generator as required for the station on San Andrés Island;

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

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

- (c) Shall pay the cost of transporting to the local port serving the station the equipment and supplies mentioned above;
- (d) Shall assume responsibility for, and pay the cost of, installing and maintaining the equipment referred to in 3(a) and 3(b) and shall provide appropriate assistance in the training of the Colombian station personnel;
- (e) Shall assist in the maintenance of the rawinsonde and associated ground equipment installed at the station by meeting the expenditures on materials and parts involved in other than routine preventive maintenance by the staff of the station and by providing the services of a non-resident electronic technician for emergency repairs as necessary.

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

- (a) Shall provide the necessary observing and maintenance personnel for operating the rawinsonde station;
- (b) Shall provide the necessary building, facilities and services, including water and both regular and emergency electrical power;
- (c) Shall arrange for rawinsonde observations to be made and reported twice daily at 0000 GMT and 1200 GMT, Sundays and holidays included, and occasionally at other times when so requested by the United States Cooperating Agency to meet hurricane forecasting or research requirements, these observations and reports to be made in accordance with the practices and procedures recommended by the World Meteorological Organization and the provisions of the appropriate United States technical manuals;
- (d) Shall transmit all rawinsonde reports promptly to the appropriate point or points for further international dissemination to the United States of America and other designated locations;
- (e) Shall furnish to the United States Cooperating Agency copies of the rawinsonde observations, on forms to be provided by the United States Cooperating Agency, and shall make available to that Agency, on request, any recorder records, calibration data, inventory record of expendables and maintenance records of the ground-recording equipment which may be required;
- (f) Shall meet the cost of transporting equipment and supplies within Colombia, including local drayage.

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

6. *Term.* This Memorandum of Arrangement shall enter into force on January 1, 1977, and shall remain in force for the duration of the related agreement on the understanding that participation of either Cooperating Agency in the cooperative program shall be subject to the availability of funds appropriated by the legislative body concerned.

7. *Amendments.* The terms of this Memorandum of Arrangement may be amended at any time by agreement between the two Cooperating Agencies.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have executed this Memorandum of Arrangement at Bogotá, Colombia, on December 28, 1976.

For the Colombian
Cooperating Agency:
G. A. GÓMEZ A.

For the United States
Cooperating Agency:
PHILLIP V. SANCHEZ
